



**CITY OF PORTERVILLE
AMENDED CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
FEBRUARY 17, 2026, 5:30 PM**

The City of Porterville provides access to view city council meetings electronically. Please note that this service is offered as a courtesy and may not always be accessible to the public. To ensure the opportunity to participate in public comments and scheduled public hearings, individuals must attend in person.

This meeting will be available for viewing via YouTube at
<https://www.youtube.com/@cityofporterville4149> ,

Please direct any questions to the Office of City Clerk at 559-782-7464.

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 54956.8 – Conference with Real Property Negotiators/Property: APN: 197-090-018. Agency Negotiator: Richard Tree. Negotiating Parties: City of Porterville and City of Lindsay. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.9(d) (2) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: 2 Case(s) in which facts are not yet known to potential plaintiff.

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

Pledge of Allegiance Led by Council Member Beltran

Invocation

COUNCIL COMMENTS

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 - February 5, 2026
 2. Charter Review Committee - February 5, 2026
 3. Youth Commission - February 11, 2026

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.

COUNCIL COMMENTS

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. Consultant Selection and Authorization to Negotiate Consultant Contract for Streamlining Planning Operations and Development Review Processes**
Re: Council to consider reviewing the results of a Request for Proposals and authorizing staff to negotiate a consultant services agreement with GHD, Inc., and, if necessary, Berry Dunn, for services to streamline planning operations and development review processes.
- 2. Consultant Selection and Authorization to Negotiate Consultant Contract for Enhancing Economic Development Operations**
Re: Council to consider reviewing the results of a Request for Proposals and authorizing staff to negotiate a consultant services agreement with Hinderliter de Llamas and Associates, and, if necessary, Economic Growth Strategies, for services to enhance the City's economic development operations.
- 3. Authorization to Fund and Implement the Police Radio System Upgrade Project**
Re: Consideration to fund and implement the Police Radio System Upgrade Project with Motorola Solutions for \$1,556,180 and authorize staff to finalize equipment scope and payment terms prior to issuing a purchase order.
- 4. Authorization to Purchase Playground Surfacing for Fallen Heroes Park**
Re: Council to consider authorization to purchase and install playground surfacing for Fallen Heroes Park from Kompan in an amount not to exceed \$169,554.75, including a ten percent (10%) contingency.

5. **Authorization to Purchase Water Utility Data Management Software**
Re: Council to consider the purchase of AllMax Software licenses and custom reporting services for the Water Utility Division in an amount not to exceed \$26,051.
6. **Authorization to Purchase Playground Shade for Fallen Heroes Park**
Re: Council to consider authorizing the purchase and installation of playground shade structures for Fallen Heroes Park from Ross Recreation Equipment in an amount not to exceed \$61,792.
7. **Acceptance of Grant Deed for Lombardi Subdivision Lift Station**
Re: Council to consider accepting a Grant Deed of Dedication from Presidio JJR Brookside 110, LLC for a sewer lift station parcel associated with the Lombardi Subdivision.
8. **Approval of Community Civic Event Application — Boys and Girls Clubs of the Sequoias "Love Our Kids 5K Fun Run and Walk" Event**
Re: Consideration to approve the Community Civic Event application submitted by the Boys and Girls Club of the Sequoias for the "Love Our Kids 5K Fun Run and Walk" event scheduled for Saturday, April 18, 2026, from 8:30 a.m. to 12:30 p.m., at the City Sports Complex.
9. **Consideration of a Letter Opposing California Assembly Bill 1421 (Mileage-Based User Fee Study)**
Re: Consideration of a letter opposing California Assembly Bill 1421 (AB 1421), which authorizes the continuation of a state-funded mileage-based road usage charge study.
10. **Authorization to Repair Fire Department Command Vehicle #2214**
Re: Consider authorizing Golden State Paint and Body to complete repairs to Fire Department Command Vehicle #2214 in the total amount of \$6,526.08
11. **Authorization to Purchase Additional Lighted Bus Stop Sign Poles**
Re: Consider the purchase of twenty-four (24) additional lighted bus stop sign poles from Smart Era Lighting Systems (SELS) for the Bus Stop Sign Replacement Project in an amount not to exceed \$64,880.08.
12. **Authorization for Access to State and Federal Summary Criminal History Information**
Re: Council to consider the adoption of a resolution authorizing the Human Resources Division to access state and federal level summary criminal history information for employment purposes, including volunteers and contract employees.
13. **Authorization to Repair HVAC System at Fire Station 73**
Re: Consider approving HVAC system repairs at Fire Station 73 to be performed by EMCOR Services under the City's existing service contract, in an amount not to exceed \$18,035.
14. **Authorization to Execute the First Amendment to the Land Lease Agreement with American Tower**
Re: Council to consider the authorization to execute the First Amendment to the Land Lease Agreement with American Tower, extending the lease term, modifying rent escalation provisions, and accepting a one-time lease consideration payment.
15. **Authorization to Purchase Synthetic Grass for the Murry Park Pool Deck and Authorization to Issue Request for Qualifications**

Re: Consider authorizing the purchase and installation of synthetic grass for the Murry Park pool deck from Synthetic Grass Expert in an amount not to exceed \$52,250 and authorizing staff to issue a Request for Qualifications for ADA accessibility improvements.

16. Authorization to Set a Public Hearing for Consideration of an Amended and Restated Development Agreement and Related Ordinance for Coast to Coast Caregivers Corp. dba Culture Cannabis Club

Re: Consideration to set a public hearing for March 3, 2026, to consider an Amended and Restated Development Agreement and related ordinance for Coast to Coast Caregivers Corp. dba Culture Cannabis Club located at 230–232 North Main Street, Porterville, California.

17. Authorization to Set a Public Hearing for Consideration of an Amended and Restated Development Agreement and Related Ordinance for Haven #7 LLC

Re: Consideration to set a public hearing for March 3, 2026, to consider an Amended and Restated Development Agreement and related ordinance for Haven #7 LLC located at 1 West Morton Avenue, Porterville, California.

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

PUBLIC HEARINGS

18. Adoption of Amended Community Development Block Grant (CDBG) Citizen Participation Plan

Re: Conduct a public hearing to receive public testimony and adopt the amended Community Development Block Grant (CDBG) Citizen Participation Plan.

19. Approval of Tentative Subdivision Map for the Morton Residential Development

Re: Conduct a public hearing to receive public testimony, find the project categorically exempt from environmental review pursuant to CEQA Guidelines Section 15332, and adopt a resolution approving the Tentative Subdivision Map for the Morton Residential Development, subject to conditions of approval.

20. Consideration of Amended Conditions of Approval for Villas at Della Farms Development Project

Re: Conduct a public hearing to receive public testimony, find that the proposed amendment is consistent with the previously adopted environmental document and that no further environmental review is required pursuant to CEQA, and adopt a resolution approving the amended Conditions of Approval for the Villas at Della Farms Development Project.

SCHEDULED MATTERS

21. Consideration of Donation to the Porterville Rescue Mission

Re: Consideration of a donation to the Porterville Rescue Mission and direction to staff regarding the amount of funding to be provided from the Special Purposes Reserve Fund.

22. Appointment of City Council Member as Member Representative to the Tule East Groundwater Sustainability Agency Board

Re: Consider the appointment of a City Council Member to serve as the City of Porterville's Member Representative on the Tule East Groundwater Sustainability Agency Board.

23. Consider an Ordinance Amending Chapter 15.20 of the Porterville Municipal Code Relating to Entertainment Zones

Re: Council to consider an ordinance amending Chapter 15.20 of the Porterville Municipal Code relating to Entertainment Zones, including authorizing the initiation of the amendment, approving the Downtown Entertainment Zone Operating Standards as the management plan, and setting a public hearing for March 3, 2026.

AB 1234 REPORTS

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

1. Local Initiatives Navigation Center Committee (LINC) - February 4, 2026
2. Eastern Tule Groundwater Sustainability Agency JPA (ETGSA) - February 5, 2026
3. Heritage Committee Meeting - February 9, 2026

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 March 3, 2026, at 5:30 p.m.

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, requesting electronic participation as an accommodation, 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 N. Main Street, Porterville, CA 93257, and on the City's website at www.ci.porterville.ca.us.



SUBJECT: Consultant Selection and Authorization to Negotiate Consultant Contract for Streamlining Planning Operations and Development Review Processes

SOURCE: Community Development

COMMENT: On October 21, 2025, as part of the City’s ongoing efforts to improve operational efficiency and customer service, the City issued a Request for Proposals (RFP) seeking consultant services to streamline planning operations and development review processes. The selected consultant will assess existing permitting and development workflows, identify bottlenecks, and develop actionable recommendations to reduce turnaround times, enhance customer service, and improve coordination among departments involved in development review.

The RFP was issued on October 28, 2025, with a deadline to submit questions by November 12, 2025, and proposals due by November 19, 2025. Due to the volume of questions received, the City determined that additional time was necessary to allow for complete responses. On November 12, 2025, an addendum was issued extending the deadline to submit questions to December 3, 2025, and the proposal due date to December 10, 2025. As a result of the extended timeline, evaluation activities and City Council consideration were adjusted accordingly. A total of 11 proposals were received by the extended deadline.

Proposals were evaluated by a staff rating and ranking committee in accordance with the evaluation criteria outlined in the RFP. Evaluation factors included consultant experience with planning and development process improvement, project methodology, team qualifications, and cost. In accordance with the RFP and the City’s adopted procurement policies, a local business preference of up to five (5) points was applied to proposals that met the City’s established local business criteria. Of the 11 proposals received, one (1) was non-responsive and two (2) qualified for the full local preference points (*).

Based on the results of the written proposal evaluations, the firms were ranked in accordance with the RFP:

RANK	FIRM	LOCATION	POINTS	COST
1	GHD	Fresno, CA	100.7	\$74,971
2	Berry Dunn	Portland, ME	97.7	\$74,660
3	Partners in Public Innovation	Fair Oaks, CA	96.3	\$74,950
4	Precision Civic Engineering	Fresno, CA	95.3	\$74,780
5	ReEngine Consulting	Austin, TX	92.7	\$69,806
6	MGT Impact Solutions	Livermore, CA	90.7	\$73,076
7	Hartman Engineering	Visalia, CA	76.7*	\$74,925
8	Larry Vaupel	Fallbrook, CA	92.3	\$54,000
9	Home Court Growth	Porterville, CA	68*	\$74,850
10	Continual Impact	Fogelsville, PA	62	\$60,925

Final evaluation results reflect consideration of the written proposals only, as it was determined interviews were not necessary. For informational purposes only, staff provided the costs as it was one of multiple evaluation criteria, but was not determinative.

While it is recommended by the committee that the top-ranked firm be selected, evaluation scores and rankings are advisory and are provided by the selection committee to assist the City Council in its consideration. Consistent with the City's reservation of rights noted in the RFP, notwithstanding the process set forth, the City Council maintains the right to select the proposal that it deems to be the most advantageous to the City.

Funding for these consultant services is included in the FY 2025-26 Community Development operating budget in an amount up to \$80,000. Any agreement resulting from this process will be subject to City Council approval and execution by the City Manager or designee. A draft of said agreement is provided as an attachment. Actual costs will be finalized in negotiations, and will not exceed the amount provided in the cost proposal or the approved budgeted amount.

Staff submits the evaluation results for City Council review and direction regarding consultant selection and contract negotiation.

RECOMMENDATION:

That the City Council:

1. Review the results of the proposal evaluation conducted in accordance with the Request for Proposals and authorize staff to negotiate a scope of services and contract not to exceed \$74,971 with the top-ranked firm, GHD, Inc. for the provision of consultant services for streamlining planning operations and development review processes; and
2. Authorize staff to negotiate a scope of services and contract not to exceed \$74,660 with Berry Dunn if staff is unable to negotiate an acceptable contract with GHD, Inc.

ATTACHMENTS:

1. Draft Consultant Service Agreement

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

CONSULTANT
SERVICE AGREEMENT

DATE: _____

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and _____, herinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "project" is described as follows:

Project Name: Streamlining Planning Operations and Development Review Processes

Description of Project: Provision of consulting services with _____, and their approved sub-consultants (if applicable) to streamline planning operations and development review processes. To assess existing permitting and development workflows, identify bottlenecks, and develop actionable recommendations to reduce turnaround times, enhance customer service, and improve coordination among departments involved in development review. Details are summarized in the Scope of Services as Attachment "A", as provided by CONSULTANT.

AGREEMENTS:

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES:

In consideration for said services and materials, CITY shall pay CONSULTANT as detailed in Exhibit B (specifically, Cost Proposal). In the event the contract is extended for any period of time, the cost for services must be agreed upon by both parties.

SECTION 2. PAYMENT:

Progress payment requests shall be itemized, identify the project budget, budget balance and shall reference the completion of tasks associated with the billable hours, and submitted by the 25th of each month. CONSULTANT should receive payment within 30 days of the date the bill is received.

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all "work directives" shall be completed in a timely manner. In the

case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies. This contract will be in effect for _____. This contract can be extended after the expiration date, upon mutual agreement by both parties.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT'S reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in writing signed by both parties.

SECTION 4. FAMILIARITY WITH PROJECT:

CONSULTANT certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. Consultant shall perform all of these services to the satisfaction of the City. Consultant represents and warrants that it has the qualifications, experience, licenses and facilities to properly perform said services in a thorough, competent and professional manner. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY is the only available source of said information.

SECTION 5. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY.

As an independent contractor, the consultant will obtain and maintain an active City business license at all times during the term of this Agreement.

SECTION 6. INSURANCE REQUIREMENTS:

CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than Two Million Dollars (\$2,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of Two Million Dollars (\$2,000,000) minimum per claim and in the aggregate; and if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible or a financial guarantee of CONSULTANT'S agreement to satisfy the deductible; and
- (iv) Automotive liability in the amount not less than Two Million Dollars (\$2,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT.

SECTION 7. INDEMNIFICATION:

Indemnity for Professional Liability:

To the fullest extent permitted by law, CONSULTANT shall indemnify, protect, including reimbursement of the reasonable cost to defend and hold harmless CITY and any of its officials, employees and agents from and against any and all third party liability (including liability for losses, damages, costs, and expenses, including reimbursement of reasonable legal consultant's fees and costs but only to the extent of CONSULTANT'S (and its Sub- Consultants) negligence, recklessness, or willful misconduct in the performance of professional services under this agreement as determined by a court of competent jurisdiction or as agreed upon by the parties in settlement.

Indemnity for Other than Professional Liability:

Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY, and any and all of its employees, officials, and agents from and against any third-party liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including reasonable legal Consultant's fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent it arises out of the Consultant's negligence or willful misconduct in performance of this Agreement by CONSULTANT or by any individual or CITY for which CONSULTANT is legally liable, including, but not limited to officers, agents, employees, or subcontractors of CONSULTANT, except and to the extent such losses are caused by the sole negligence or willful misconduct of the CITY.

SECTION 8. WORKMANSHIP AND MATERIALS:

To the extent that the work required of CONSULTANT includes the preparation of design documents, CONSULTANT shall have a duty to prepare said design documents free from defects. To the extent that work required of CONSULTANT includes the provision of intellectual property to CITY, CONSULTANT warrants that it has ownership of said intellectual property being provided to CITY.

Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. In performing the work under any task order, CONSULTANT shall exercise the degree of care and skill ordinarily exercised by reputable consultants performing the same or similar services in the same geographic area, including but not limited to using personnel of required skill, experience, and qualifications. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY upon full payment to CONSULTANT for services provided in accordance with this agreement. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use as expressly defined in the Scope of Services.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant

to this agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of projects or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY'S sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes made by the CITY or its agents unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

SECTION 9. ASSIGNMENT OF CONTRACT:

It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.

SECTION 10. PROHIBITION OF DISCRIMINATION:

CONSULTANT will not discriminate against any employee, or applicant for employment as required by applicable Federal and State law.

SECTION 11. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code," adopted in accordance with the requirements of the Political Reform Act of 1974. CONSULTANT agrees to comply with any and all other conflict of interest laws and regulations, and/or policies adopted by the City.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

SECTION 12. TERMINATION:

Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

SECTION 13. ENTIRE CONTRACT AND AMBIGUITIES:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. This Agreement supersedes and takes the place of all

prior oral or written representations and agreements between the parties, and constitutes the entire understanding of the parties hereto. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect. Each party and its legal counsel have had the opportunity to participate fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

SECTION 14. ATTORNEYS' FEES:

Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 15. DISPUTES: VENUE:

If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that this Agreement is entered into and is to be performed in Tulare County, California. To the fullest extent permitted by law, each party hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

SECTION 16. WAIVERS:

Any waiver granted by either party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this agreement shall not be construed as a waiver of any other terms and conditions of this Agreement, not shall any waiver constitute a continuing waiver.

IN WITNESS WHEREOF, the parties have executed this Service Agreement on the date and year first above written.

CITY OF PORTERVILLE

CONSULTANT

By: _____
Greg Meister, Mayor

By: _____

Date: _____

Date: _____

Attachment "A"
SCOPE OF SERVICES FROM RFP

Attachment "B"
COST PROPOSAL



SUBJECT: Consultant Selection and Authorization to Negotiate Consultant Contract for Enhancing Economic Development Operations

SOURCE: Community Development

COMMENT: On October 21, 2025, as part of the City’s ongoing efforts to advance economic growth, operational excellence, and enhanced customer service, the City issued a Request for Proposals (RFP) seeking consultant services to enhance the City’s economic development operations. The selected consultant will work with the City Manager’s Office and the Community Development Department to modernize and expand economic development functions, improve business recruitment and retention strategies, strengthen interdepartmental coordination, and provide staff training on industry best practices.

The RFP was issued on October 28, 2025, with a deadline to submit questions by November 12, 2025, and proposals due by November 19, 2025. Due to the volume of questions received, the City determined that additional time was necessary to allow for complete responses. On November 12, 2025, an addendum was issued extending the deadline to submit questions to December 3, 2025, and the proposal due date to December 10, 2025. As a result of the extended timeline, evaluation activities and City Council consideration were adjusted accordingly. A total of 13 proposals were received by the extended deadline.

Proposals were evaluated by a staff evaluation committee in accordance with the evaluation criteria outlined in the RFP. Evaluation factors included firm qualifications, relevant experience, project approach, ability to meet project timelines, and cost. In accordance with the RFP a local business preference of up to five (5) points was applied to proposals that met the City’s established local business criteria. Of the 13 proposals received, one (1) was non-responsive and one (1) qualified for the full local preference points (*).

Based on the results of the written proposal evaluations, the firms were ranked in accordance with the RFP as follows:

Rank	Firm Name	Location	Points	Cost
1	Hinderliter de Llamas and Associates	Brea, CA	97	\$47,030
2	Economic Growth Strategies	Bakersfield, CA	95.3	\$75,000
3	Lawrence Vaupel, Ph.D.	Fallbrook, CA	92	\$67,000
4	NOVACES	New Orleans, LA	91	\$75,000
5	Zactax	Austin, TX	92.3	\$45,000
6	Kosmont Companies	Manhattan Beach, CA	91	\$79,980
7	Retail Strategies	Rocklin, CA	90.3	\$85,000
8	Beyond Borders	Chicago, IL	90	\$74,930
9	Graham Associates	Visalia, CA	85.7*	\$116,628
10	Local Equity	Beverly Hills, CA	85.3	\$19,750/mo
11	DIOSS	Miami, FL	81.7	\$125,000 (all-inclusive); \$150/hr (task support)
12	Mel B Enterprises	Huntsville, AL	79.7	\$120,000

Final evaluation results reflect consideration of the written proposals only, as it was determined interviews were not necessary. For informational purposes only, staff provided the costs as it was one of multiple evaluation criteria, but was not determinative.

While it is recommended by the committee that the top-ranked firm be selected, evaluation scores and rankings are advisory and are provided by the selection committee to assist the City Council in its consideration. Consistent with the City's reservation of rights noted in the RFP, notwithstanding the process set forth, the City Council maintains the right to select the proposal that it deems to be the most advantageous to the City.

Funding for these consultant services is included in the FY 2025-26 Community Development operating budget in an amount up to \$80,000. Any agreement resulting from this process is subject to City Council approval and execution by the City Manager or designee. A draft of said agreement is provided as an attachment. Actual costs will be finalized in negotiations, and will not exceed the amount provided in the cost proposal or the approved budgeted amount.

Staff submits the evaluation results for City Council review and direction regarding consultant selection and contract negotiation.

RECOMMENDATION:

That the City Council:

1. Review the results of the proposal evaluation conducted in accordance with the Request for Proposals and authorize staff to negotiate a scope of services and contract not to exceed \$47,030 with the top-ranked firm, Hinderliter de Llamas and Associates, for the provision of consultant services for enhancing economic development operations; and
2. Authorize staff to negotiate a scope of services and contract not to exceed \$75,000 with Economic Growth Strategies if staff is unable to negotiate an acceptable contract with Hinderliter de Llamas and Associates.

ATTACHMENTS:

1. Draft Consultant Services Agreement

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

CONSULTANT

SERVICE AGREEMENT

DATE: _____

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and _____, hereinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "project" is described as follows:

Project Name: Enhancing Economic Development Operations

Description of Project: Provision of consulting services with _____, and their approved sub-consultants (if applicable) to assist in enhancing and modernizing the City's economic development operations. To strengthen the City's capacity to attract and retain businesses, increase investment, expand the local tax base, and promote sustainable job creation while training City staff on best practices in economic development. Details are summarized in the Scope of Services as Attachment "A", as provided by CONSULTANT.

AGREEMENTS:

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES:

In consideration for said services and materials, CITY shall pay CONSULTANT as detailed in Exhibit B (specifically, Cost Proposal). In the event the contract is extended for any period of time, the cost for services must be agreed upon by both parties.

SECTION 2. PAYMENT:

Progress payment requests shall be itemized, identify the project budget, budget balance and shall reference the completion of tasks associated with the billable hours, and submitted by the 25th of each month. CONSULTANT should receive payment within 30 days of the date the bill is received.

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all "work directives" shall be completed in a timely manner. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies. This contract will be in effect

for _____. This contract can be extended after the expiration date, upon mutual agreement by both parties.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT'S reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in writing signed by both parties.

SECTION 4. FAMILIARITY WITH PROJECT:

CONSULTANT certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. Consultant shall perform all of these services to the satisfaction of the City. Consultant represents and warrants that it has the qualifications, experience, licenses and facilities to properly perform said services in a thorough, competent and professional manner. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY is the only available source of said information.

SECTION 5. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY.

As an independent contractor, the consultant will obtain and maintain an active City business license at all times during the term of this Agreement.

SECTION 6. INSURANCE REQUIREMENTS:

CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than Two Million Dollars (\$2,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of Two Million Dollars (\$2,000,000) minimum per claim and in the aggregate; and if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible or a financial guarantee of CONSULTANT'S agreement to satisfy the deductible; and
- (iv) Automotive liability in the amount not less than Two Million Dollars (\$2,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT.

SECTION 7. INDEMNIFICATION:

Indemnity for Professional Liability:

To the fullest extent permitted by law, CONSULTANT shall indemnify, protect, including reimbursement of the reasonable cost to defend and hold harmless CITY and any of its officials, employees and agents from and against any and all third party liability (including liability for losses, damages, costs, and expenses, including reimbursement of reasonable legal consultant's fees and costs but only to the extent of CONSULTANT'S (and its Sub- Consultants) negligence, recklessness, or willful misconduct in the performance of professional services under this agreement as determined by a court of competent jurisdiction or as agreed upon by the parties in settlement.

Indemnity for Other than Professional Liability:

Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY, and any and all of its employees, officials, and agents from and against any third-party liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including reasonable legal Consultant's fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent it arises out of the Consultant's negligence or willful misconduct in performance of this Agreement by CONSULTANT or by any individual or CITY for which CONSULTANT is legally liable, including, but not limited to officers, agents, employees, or subcontractors of CONSULTANT, except and to the extent such losses are caused by the sole negligence or willful misconduct of the CITY.

SECTION 8. WORKMANSHIP AND MATERIALS:

To the extent that the work required of CONSULTANT includes the preparation of design documents, CONSULTANT shall have a duty to prepare said design documents free from defects. To the extent that work required of CONSULTANT includes the provision of intellectual property to CITY, CONSULTANT warrants that it has ownership of said intellectual property being provided to CITY.

Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. In performing the work under any task order, CONSULTANT shall exercise the degree of care and skill ordinarily exercised by reputable consultants performing the same or similar services in the same geographic area, including but not limited to using personnel of required skill, experience, and qualifications. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY upon full payment to CONSULTANT for services provided in accordance with this agreement. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use as expressly defined in the Scope of Services.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of projects or on any other project. Any use of the completed

documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY'S sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes made by the CITY or its agents unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

SECTION 9. ASSIGNMENT OF CONTRACT:

It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.

SECTION 10. PROHIBITION OF DISCRIMINATION:

CONSULTANT will not discriminate against any employee, or applicant for employment as required by applicable Federal and State law.

SECTION 11. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code," adopted in accordance with the requirements of the Political Reform Act of 1974. CONSULTANT agrees comply with any and all other conflict of interest laws and regulations, and/or policies adopted by the City.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

SECTION 12. TERMINATION:

Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

SECTION 13. ENTIRE CONTRACT AND AMBIGUITIES:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. This Agreement supersedes and takes the place of all prior oral or written representations and agreements between the parties, and constitutes the entire understanding of the parties hereto. No oral statements or prior

written material not specifically incorporated herein shall be of any force or effect. Each party and its legal counsel have had the opportunity to participate fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

SECTION 14. ATTORNEYS' FEES:

Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 15. DISPUTES: VENUE:

If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that this Agreement is entered into and is to be performed in Tulare County, California. To the fullest extent permitted by law, each party hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

SECTION 16. WAIVERS:

Any waiver granted by either party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this agreement shall not be construed as a waiver of any other terms and conditions of this Agreement, not shall any waiver constitute a continuing waiver.

IN WITNESS WHEREOF, the parties have executed this Service Agreement on the date and year first above written.

CITY OF PORTERVILLE

CONSULTANT

By: _____
Greg Meister, Mayor

By: _____

Date: _____

Date: _____

Attachment "A"
SCOPE OF SERVICES FROM RFP

Attachment "B"
COST PROPOSAL



SUBJECT: Authorization to Fund and Implement the Police Radio System Upgrade Project

SOURCE: Police

COMMENT: The 10-Year Capital Improvement Plan identifies the Police Radio System Upgrade Project to modernize the Police Department’s radio communications infrastructure. The project was originally programmed as unfunded in FY 2026/2027. Due to operational needs and public safety considerations, staff recommends advancing the project and allocating funding in FY 2025/2026.

Police radio coverage within the City has become increasingly limited due to aging equipment and topographical constraints. The current conventional radio system experiences inbound coverage gaps that impact officer safety, situational awareness, and operational efficiency. The proposed project will enhance radio reliability, improve citywide coverage, and extend system lifecycle support.

Motorola Solutions has prepared a proposal for a comprehensive upgrade to the Police Department’s radio system. The proposed solution includes transitioning to a multi-site P25 digital conventional voting system for Police operations, while continuing to support voted analog channels for the Fire Department. The system integrates updated hardware, software, networking, and service components designed to improve inbound signal quality, system reliability, and long-term supportability. The total project cost is \$1,556,180.

The implementation schedule provided by Motorola Solutions reflects an estimated nine-month duration for full deployment, including equipment procurement, site preparation, installation, testing, system cutover, and training. As a result, the project is anticipated to extend into Fiscal Year 2026/2027.

To support the project timeline, the Police Department proposes a two-year funding strategy utilizing current-year Equipment Replacement Reserve funds, supplemented by planned Equipment Replacement funding programmed in Fiscal Year 2026/2027. This approach aligns with the anticipated implementation schedule and allows the project to move forward without requiring additional General Fund appropriation.

A portion of the project scope associated with Sierra View Medical Center is still under development and will be formalized through a forthcoming Memorandum of Understanding (MOU). To avoid delays and ensure that equipment procurement aligns with finalized operational requirements, staff is requesting authority to negotiate and finalize the related equipment list and payment schedule prior to issuing a purchase order. All negotiations and final terms will remain consistent with the total project budget approved by the City Council, and no purchase order will be issued until the equipment scope and payment terms are finalized.

RECOMMENDATION:

That the City Council:

1. Authorize the Police Department Radio System Upgrade Project, as identified in the 10-Year Capital Improvement Plan, to be allocated in FY 2025/2026;
2. Approve the allocation of Equipment Replacement Reserve funds in the amount of \$1,556,180 for the Police Department Radio System Upgrade; and
3. Authorize staff to negotiate and finalize the project equipment list and payment schedule, including components associated with Sierra View Medical Center, prior to issuing a purchase order, consistent with the approved project budget.

ATTACHMENTS:

1. Motorola Solutions Quote

Appropriated/Funded:

Review By:

Department Director:
Bobby Radar, Interim Chief of Police

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



MOTOROLA SOLUTIONS

Proposal

Porterville PD

PD and FD RF Upgrade

January 9, 2026

The design, technical, pricing, and other information ("Information") furnished with this budgetary submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. The Information provided in this submission is provided for evaluation and budgetary purposes only and does not constitute a binding offer to sell or license any Motorola product or services. Motorola is making no representation, warranties, or commitments with respect to pricing, products, payment terms, credit, or terms and conditions. A firm offer would require more information and further detailed analysis of the requirements.

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January 9th, 2026

Bobby Rader
Interim Chief of Police
Porterville Police Department
Porterville, CA 93257

RE: Porterville PD – Conventional System upgrade

Dear Chief Rader,

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the Porterville Police Department quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your operational objectives.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the upgrade of the PD and FD channels to a voted system to improve the coverage in the City.

Motorola Solutions' proposal is subject to the terms and conditions of the Motorola Solutions Customer Agreement ("MCA") attached to this proposal. Pricing will remain valid for 60 days from the date of this proposal. Porterville Police Department may accept this proposal by returning a signed copy of the MCA to Motorola. Any purchase order should be signed and specifically reference "PO is subject to Motorola's proposal dated January 9, 2025, and the terms and conditions of the MCA attached to Motorola's proposal."

Any questions Porterville PD has regarding this proposal can be directed to Jeff Wade, Senior Account Manager at 707-548-6527, jeffrey.wade@motorolasolutions.com.

Our goal is to provide Porterville PD with quality products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,



Michael DeBenedetti
MSSSI Vice President

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Section 1

System Description

1.1 Solution Description

After carefully reviewing Porterville PD's requirements for improved radio communications, Motorola Solutions, Inc. (Motorola Solutions) has prepared this proposal to implement the project for Porterville PD which is a 3-channel, 2-site P25 Digital Conventional Voting System and Porterville FD which is a 2-Channel, 2-site Analog Conventional Voting System.

This proposed solution builds upon Motorola Solution's ASTRO 25 architecture by combining the open standards of Project 25 (P25) with distributed architecture and IP-based addressing. The system will provide Porterville PD with reliable voice communications on a future-ready platform.

The RF network will connect to the existing Redundant Conventional Core. The existing MCC7500E consoles and control stations at the Porterville PD Dispatch Center will be reused. Certain equipment at the two sites will be reused and they are noted below.

1.1.1 Solution Highlights

The breakdown of the equipment is shown below.

Scenic Hills Heights (Existing Site)

- (3) GTR 8000 Base Radios with UHF duplexers, antennas and lines (existing, will be reused)
- (1) Site LAN Switch – Juniper EX4100
- (1) Site Router – Juniper SRX345
- (1) GTR 8000 Base Radios (existing VHF duplexer, antenna and line will be reused)
- (1) GPW 8000 Receiver with VHF Rx filter (existing antenna and line will be reused)

Sierra View Hospital (New Site)

- (1) GTR 8000 Base Radio - UHF
- (2) GPW 8000 Receivers in a dual chassis – UHF
- (1) GPW 8000 Receiver is a single chassis – VHF
- (1) Customized UHF Duplexer and Multicoupler
- (1) Antenna and Line – UHF
- (1) Antenna and Line – VHF
- (1) VHF Receive Filter
- (1) Site LAN Switch – Juniper EX4100
- (1) Site Router – Juniper SRX345
- (1) 7.5 ft Rack
- (1) UPS

Fire Station 71 (New Site)

- (1) GTR 8000 Base Radio – VHF
- (1) Customized VHF Duplexer
- (1) Antenna and Line – VHF
- (1) Site LAN Switch – Juniper EX4100
- (1) Site Router – Juniper SRX345

Porterville PD (Core, Prime and Dispatch)

- (2) DSC 8000 (existing, will be reused)
- (2) Core LAN Switches – HP 2930F (existing, will be reused)
- (2) Core Routers – Juniper SRX 345 (existing, will be reused)
- (2) Backhaul Switches – Juniper EX4100
- (2) MCG8000 Conventional Channel Gateway (existing, will be reused)
- (5) GRV Comparators (3 UHF Digital Conventional Voting, 2 VHF Analog Conventional Voting)
- (1) Border Gateway
- (1) RNI/DMZ Firewall
- (1) RNI/DMZ Switch
- (1) CEN Switch
- (1) Application Server
- (3) APX 8500 Consolettes
- (1) GRV Module – Spare
- (1) VHF Power Amplifier – Spare
- (1) UHF Power Amplifier – Spare
- (1) VHF Transceiver – Spare
- (1) UHF Transceiver – Spare
- (2) Fan Modules – Spare
- (1) Juniper EX4100 Switch – Spare
- (1) Juniper SRX345 – Spare
- (6) MCC7500E (existing, will be upgraded)
- (3) APX 8500 Consolettes

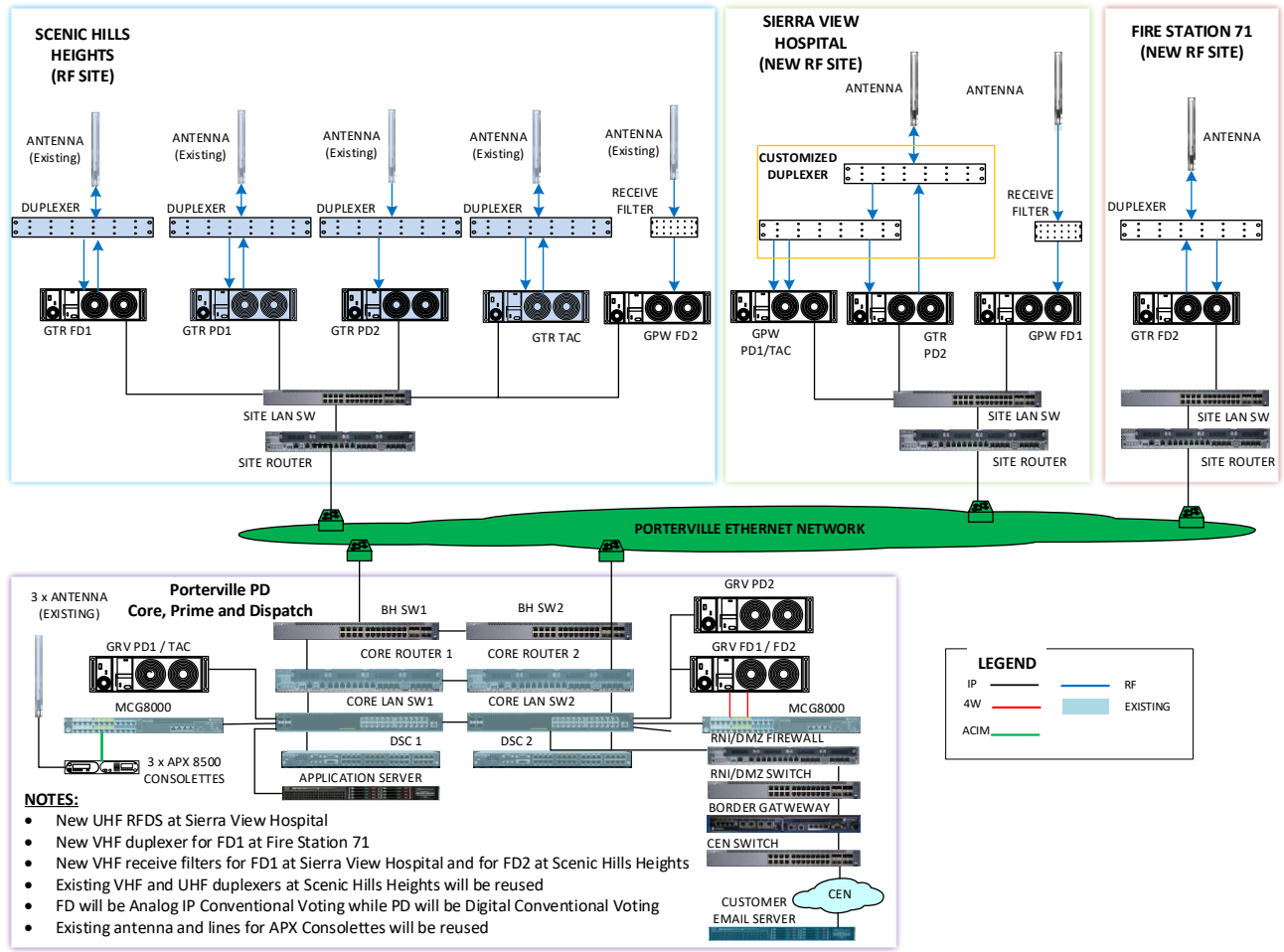


Figure 1-1: Porterville PD UHF 3-channel, 2-site P25 Digital Conventional Voting and Porterville FD VHF 2-channel, 2-site Analog Conventional Voting – System Diagram

1.2 ASTRO 25 Conventional Voting System

When a single site transmitter does not provide the coverage needed in a conventional system, a Multi-Site solution is the answer. A Multi-Site system contains multiple sites throughout the service area, extending radio coverage beyond that of a standalone site.

Receiver voting system topologies are used when a single transmitter provides sufficient outbound coverage, but a single receiver does not provide sufficient inbound coverage for subscriber transmissions. To provide balanced coverage, multiple satellite receivers are added to cover “dead spots” created by buildings, foliage, valleys, or hills. Since the receivers operate on the same frequency, a field radio may simultaneously hit multiple sites when transmitting. To ensure that the best audio from these satellite receivers is processed, a voting comparator compares and selects the best signal. This signal is then forwarded to the transmitter for rebroadcast to the subscriber units, as well as the console for dispatcher monitoring.

1.2.1 System Components

1.2.1.1 GRV 8000 Comparator

The GRV 8000 Comparator ensures the broadcast of the best possible voice signal by combining the best parts of a single signal that has been received by multiple sites. The comparator features a digital voting methodology: Frame Diversity Reception. The comparator selects the data frame or signals with the lowest Bit Error Rate (BER) and forwards it. By using the best pieces of each input signal, the result is the best possible composite signal.

The GRV 8000 analog and digital conventional comparator based on the G-Series hardware platform. The GRV 8000 is compatible with MCC 7500E dispatch consoles. The comparator can support geographic redundancy, voting and simulcast, IP and four (4) wire connectivity, and up to 96 port capacity (if required). The GRV8000 is an IP based device that processes analog audio, using G.711 protocol, or digital audio from network components such as the GTR8000 transceiver or GPW8000 receiver. The comparator receives IP packets containing sampled analog audio and a Signal Quality Metric (SQM) associated with the voice, and votes on the best SQM. Both continuous voting and vote and hold algorithms are supported. The comparator receives IP packets of digital audio and votes on a best BER methodology.

Five (5) GRV 8000 Comparators at Porterville PD are included in this proposal.

1.2.1.2 Conventional GTR 8000 Site Repeater/Base Radio

The GTR 8000 base radio consists of a transceiver module, power amplifier module, fan module, and power supply. The transceiver module includes the functionality for the exciter, receiver, and station control. The base radio software, configuration, and network management, as well as inbound/outbound traffic handling, are performed through this transceiver module. On-board serial and Ethernet ports are located on this module for local servicing through Configuration/Service Software (CSS). The power amplifier module amplifies the low-level modulated RF signal from the transceiver module and delivers the amplified signal on the path to the transmit antenna. The power supply module supports the transceiver and power amplifier modules, and can also provide auxiliary power to a connected site controller or receive multicoupler/low noise amplifier.

The conventional GTR 8000 Base Radio supports digital IP, digital V.24, analog 4-wire, and mixed mode 4-wire/V.24 hybrid circuit wireline link interfaces. The conventional GTR 8000 Base Radio supports 16 sets of programmable channel configurations. Each channel configuration can be configured for base station, repeater, simplex, or receive only operation. The GTR 8000 Base Radio is available as a standalone base radio or in the GTR 8000 Expandable Site Subsystem (ESS).

Three (3) existing GTR Base Radios for UHF at Scenic Hills Heights will be reused. One (1) new GTR 8000 Base Radio for VHF at Scenic Hills Heights.

One (1) new GTR 8000 Base Radio for UHF at Sierra View Hospital.

One (1) new GTR 8000 Base Radio for VHF at Fire Station 71.

1.2.1.3 Conventional GPW 8000 Receiver

The conventional GPW 8000 Receiver operates in a voting environment with connection to a conventional comparator providing additional receive-only stations in areas where it would otherwise be difficult to receive a signal from low-power subscriber units. The receiver also operates as a monitor receiver in a non-voting environment with a connection to a console.

Two (2) GPW 8000 Receivers for UHF in a dual chassis at Sierra View Hospital.

One (1) GPW 8000 Receiver for VHF in a single chassis at Sierra View Hospital.

One (1) GPW 8000 Receiver for VHF in a single chassis at Scenic Hills Heights.

1.2.1.4 Radio Frequency Distribution System

The Radio Frequency Distribution System (RFDS) provides interconnect between the base radios and antennas, allowing for a completely contained and more compact installation footprint. For the transmitters, this can include isolators, combiners, TX filters, diplexers, and power monitors.

For the receivers, this can include diplexers, site preselectors, and multicouplers.

Existing GTR 8000 duplexers at Scenic Hills Heights will be reused.

One (1) UHF Duplexer and Multicoupler at Sierra View Hospital.

One (1) VHF Receive Filter at Sierra View Hospital.

One (1) VHF Receive Filter at Scenic Hills Heights.

One (1) VHF Duplexer at Fire Station 71.

1.2.1.5 SRX345 Site Router

The SRX345 Services Gateway consolidates security, routing, switching, and WAN interfaces for midsize distributed enterprises. With advanced threat mitigation capabilities, the services gateway provides cost-effective and secure connectivity across distributed enterprises. The services gateway simplifies network complexity, protects and prioritizes network resources, and improves user and application experience.

The SRX345 Services Gateway has a capacity of 5 gigabits per second (Gbps) and is one (1) rack unit (U) tall. The services gateway has eight 1 G Ethernet ports, eight (8) 1 G SFP ports, one (1) management port, 4 GB of DRAM memory, 8 GB of flash memory, and four Mini-Physical Interface

Module (Mini-PIM) slots. The chassis installs in standard 800-mm (or larger) enclosed cabinets, 19-inch equipment racks, or telecommunications open-frame racks.

One (1) SRX345 Site Router at each RF site is included in this proposal. These will be installed at the Scenic Hills Heights, Sierra View Hospital and Fire Station 71.

1.2.1.6 Site LAN Switch

The Site LAN Switch provides a LAN interface for site equipment and a LAN port for the site gateway. Through the switch, the service technicians gain access to service the site, and also access the system's Graphical User Interface (GUI).

One (1) Site LAN Switch each RF site is included in this proposal. These will be installed at the Scenic Hills Heights, Sierra View Hospital and Fire Station 71...

1.2.1.7 UEM Lite – Managing System Faults

Unified Event Manager (UEM) Lite allows the Porterville PD users to identify, diagnose, and troubleshoot problems with the system from a centralized fault management application.

1.2.1.7.1 UEM Lite Server & UEM Client

The Unified Event Manager provides reliable fault management services for devices in the ASTRO 25 IV&D radio system. The main functions of UEM are device discovery, fault management, supervision, and synchronization.

UEM Lite allows users to:

- Review a Network Database of monitored devices.
- Define custom display names (Aliases) for devices, making them easier and faster to identify.
- Share UEM Lite between Multiple Agencies with Agency Partition Access to save on costs, while maintaining independent management of resources.
- View recorded Event Details, such as the source, date, time, and severity of an event, bringing attention to problems and resolutions.
- Generate Historical Fault Reports based on user-defined criteria, such as time period, alarm severity, device type or network location.
- Acknowledge Alarms so other system managers know that an alarm has been seen and avoid multiple agencies duplicating efforts to resolve a problem.
- Automatically synchronize and report the current status of devices that have lost connection with UEM Lite.

A UEM Lite Server is included in this proposal.

1.2.1.7.2 Optional Features

In addition to the standard features, UEM Lite offers enhancements to extend services with the following features: Email Notifications, Enhanced Navigation and Microwave View.

Email Notifications – When a defined event or failure occurs, an email notification allows users to view alerts immediately on mobile devices, regardless of their location.

A UEM Email Notification feature is included in this proposal.

1.2.1.8 Customer Enterprise Network (CEN)

The following components are provided to create the Customer Enterprise Network (CEN) which is used for various applications:

- One (1) RNI/DMZ Firewall.
- One (1) Juniper EX4100 24-Port RNI/DMZ Switch.
- One (1) Border Router.
- One (1) Juniper EX4100 24-Port CEN Switch.

The demarcation to the customer’s network will be via the CEN switch.

1.2.1.9 Enhanced MCG 8000 Conventional Channel Gateway

The consoles access and control Porterville PD’s analog and digital conventional base stations through the use of Enhanced Conventional Channel Gateways (ECCGW). The console processes audio received from the station and controls various features on the stations, such as frequency selection, private line selection, and repeater on/off.

The MCG 8000 (see Figure 1-2) provides the interface between the IP network and conventional sites in ASTRO 25 system by translating the voice and data into the format needed for each individual site type.

The MCG 8000 serves as the control point between the master site and the site devices (for example, the GRV 8000 Comparator, the GTR 8000 Base Radio, and the GPW 8000 Receiver). The MCG 8000 application also communicates with the Zone Controller at the master site for proxy control of the site device, and the MCG 8000 passes voice and signaling payload between dispatch consoles and the site device and between dispatch consoles and the consolettes. For packet data, the MCG 8000 passes control information and packet data payload between the Radio Network Gateway (RNG) and the stations and comparators.

The MCG 8000 supports circuit based, serial and Ethernet based interfaces to conventional base stations.



Figure 1-2: Enhanced MCG 8000 Conventional Channel Gateway—Connects dispatch operators to analog or digital conventional channels in the system

Two (2) existing MCG 8000 Conventional Channel Gateway at Porterville PD Dispatch will be reused.

1.3 APX All-Band Consolette

The APX All-Band Consolette, shown in Figure 1-3, provides a low-cost, mid-power wireless dispatch solution as an ideal complement to a modern P25 dispatch center. Equipped with leading edge P25 Phase 2 TDMA technology and multi-band interoperability, the APX All-Band Consolette can also be used as an emergency backup station when infrastructure is offline, or for wireless access to different system types for increased interoperability between agencies.



Figure 1-3: APX All-Band Consolette

The APX All-Band Consolette’s P25 operation and compatibility with legacy systems ensures that communications are clear, continuous, and coordinated across multiple users, agencies, and systems. The durable robust metal housing provides durability and allows for easy servicing, while the integrated front panel numeric keypad allows fast access to radio controls.

Three (3) APX Consolettes – UHF only with encryption are included in this proposal.

1.4 RF Coverage and Design Considerations

The coverage service area is the city of Porterville. The existing UHF Range II frequency band allocated to the city will be reused and relicensed at all sites for Digital Conventional Voting.

Channel	Tx Frequency (MHz)	Rx Frequency (MHz)
PD1	453.200	458.200
PD2	453.675	458.675
TAC	453.950	458.950
FD1	156.0000	155.0850
FD2	155.1000	159.0675

- UHF Range II Digital Conventional Voting
- VHF Analog Conventional Voting
- DAQ 3.4 for Digital and DAQ 3.0 for Analog
- Covered Area Reliability: 95%
- GTR 8000 Base Radio
- 3 sites (Fire Station 71, Scenic Hills Heights and Sierra View Hospital)
- Spectrum Fingerprinting and Noise Floor Monitoring in all sites that have new RFDS
- Subscribers used for modeling coverage
 - APX 6000 Portable
 - On Street – 5W, Wideband, Swivel Case with Speaker Mic
 - APX 6500 Mobile
 - 10W, ¼ Wave, Antenna Roof Center

All antennas are mounted above any nearby clutter (i.e., trees, buildings, etc.).

Motorola cannot be held responsible for any interference with LTE carriers at sites. Motorola will do our due diligence to advise Porterville PD when such carriers are unknown and make recommendations on where our LMR antennas should be placed. This often results in finding a new antenna mounting structure or change in antenna mounting height. This will be resolved on a case-by-case basis by working with the Porterville PD and site owner.

This may also trigger a structural analysis to ensure the tower can handle the new load at those new heights. Results from the structural analysis and site applications may lead to additional findings, scope of work and costs.

If high level carriers are found at any site, existing RFDS will need to be updated or replaced.

Motorola reserves the right to change the system design based on these findings. Motorola will handle the changes using the standard change order process mentioned in the terms and conditions.

Coverage guarantees in **NOT** included in the scope of this proposal. Some portable BER testing will be performed by driving on road around the City of Porterville. The findings will be documented and presented to Porterville PD for informational purposes.

1.4.1 Portable On-Street (Outbound) – UHF Digital for PD1 and TAC

UHF Digital Portable Outbound for PD1 and TAC, APX 6000, 5W, All Band Antenna, Hip Level Swivel Case and Speaker Microphone

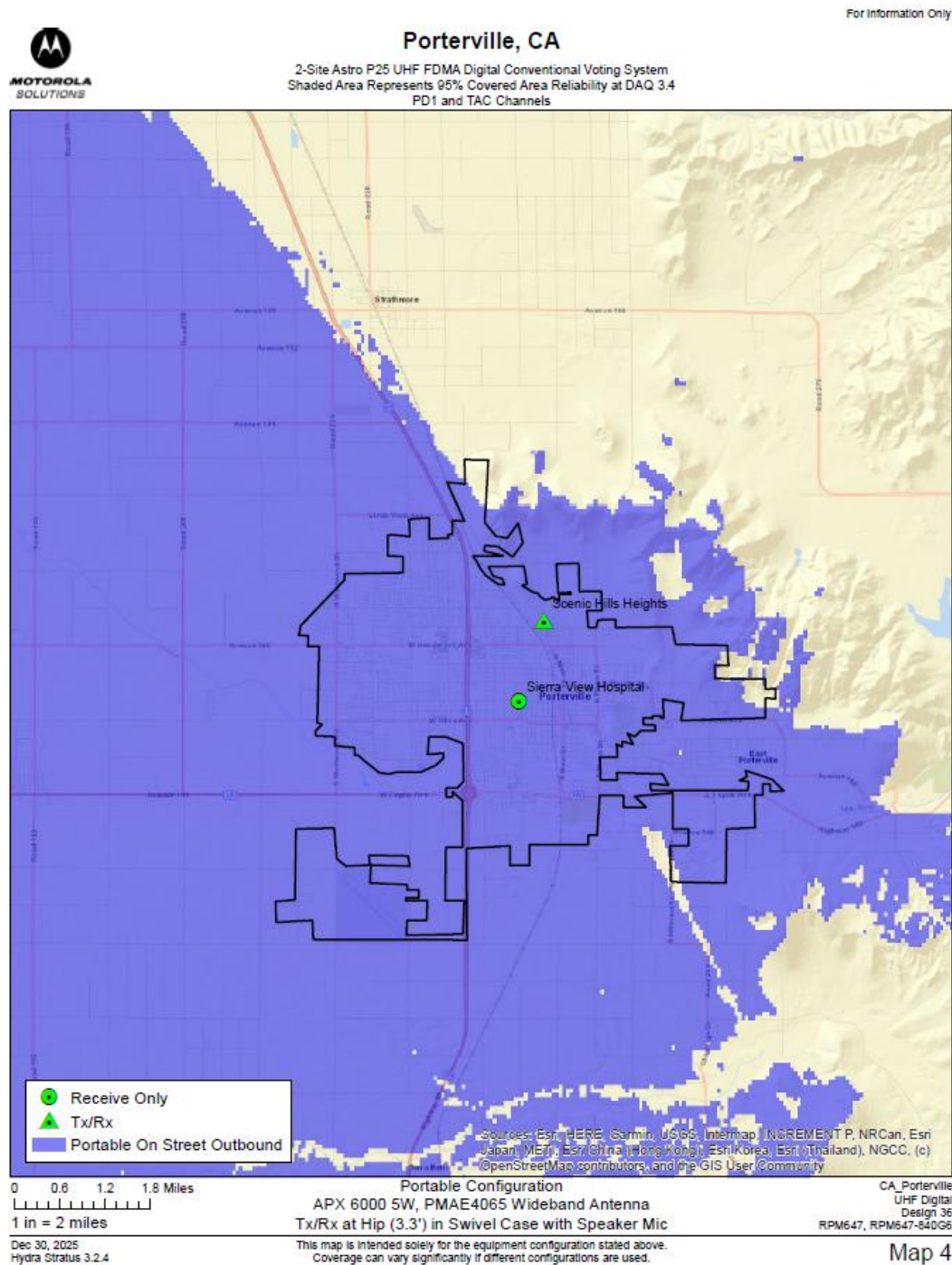


Figure 1-4: UHF Digital Portable Outbound for PD1 and TAC – APX 6000, 5W, All Band Antenna, Hip Level Swivel Case and Speaker Microphone

1.4.2 Portable On-Street (Inbound) – UHF Digital for PD1 and TAC

UHF Digital Portable Inbound for PD1 and TAC, APX 6000, 5W, All Band Antenna, Hip Level Swivel Case and Speaker Microphone

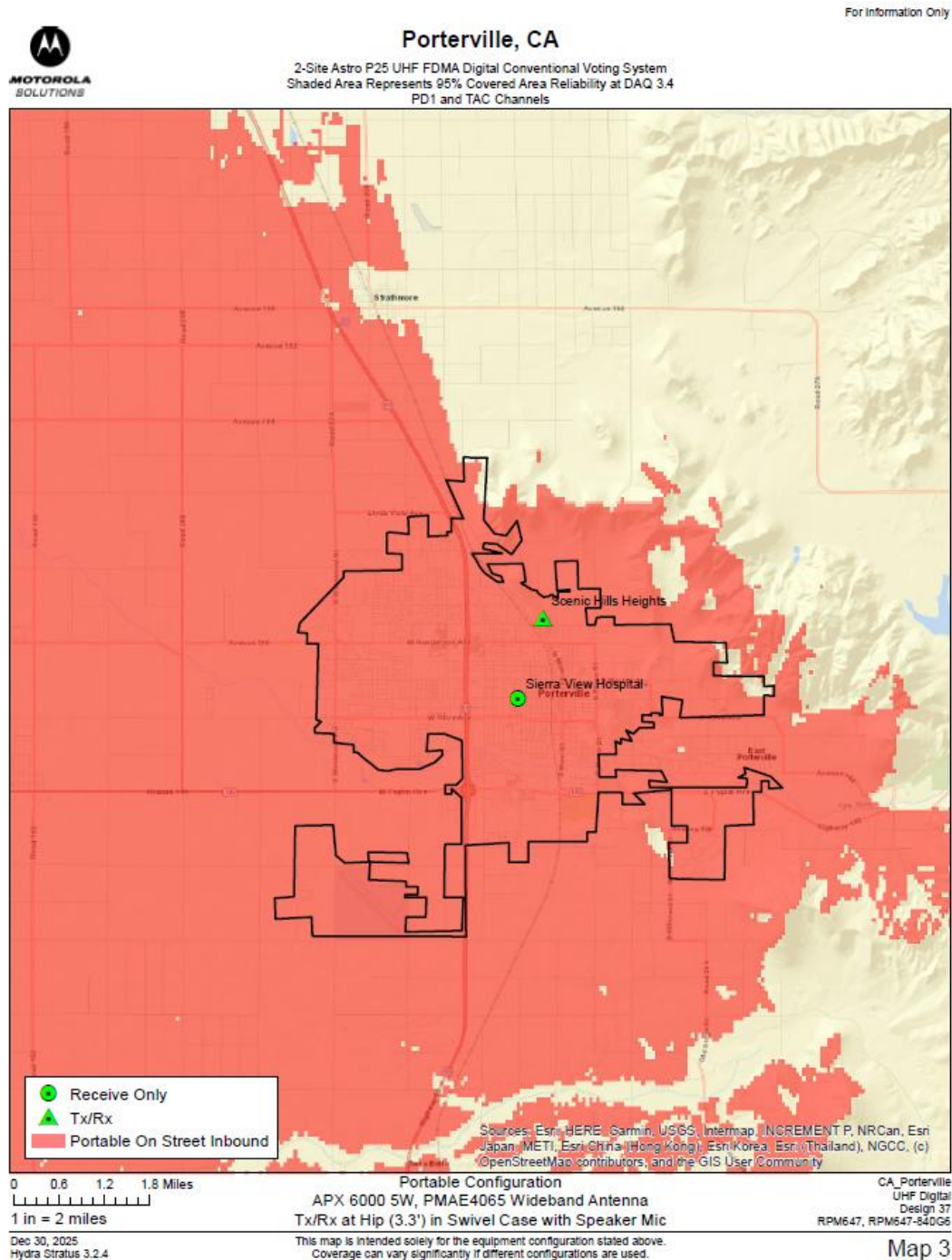


Figure 1-5: UHF Digital Portable Inbound for PD1 and TAC – APX6000, 5W, All Band Antenna, Hip Level Swivel Case and Speaker Microphone

1.4.3 Mobile (Outbound) – UHF Digital for PD1 and TAC

UHF Digital Mobile Outbound for PD1 and TAC, APX 6500, 10W, ¼ Wave Antenna, Roof Center

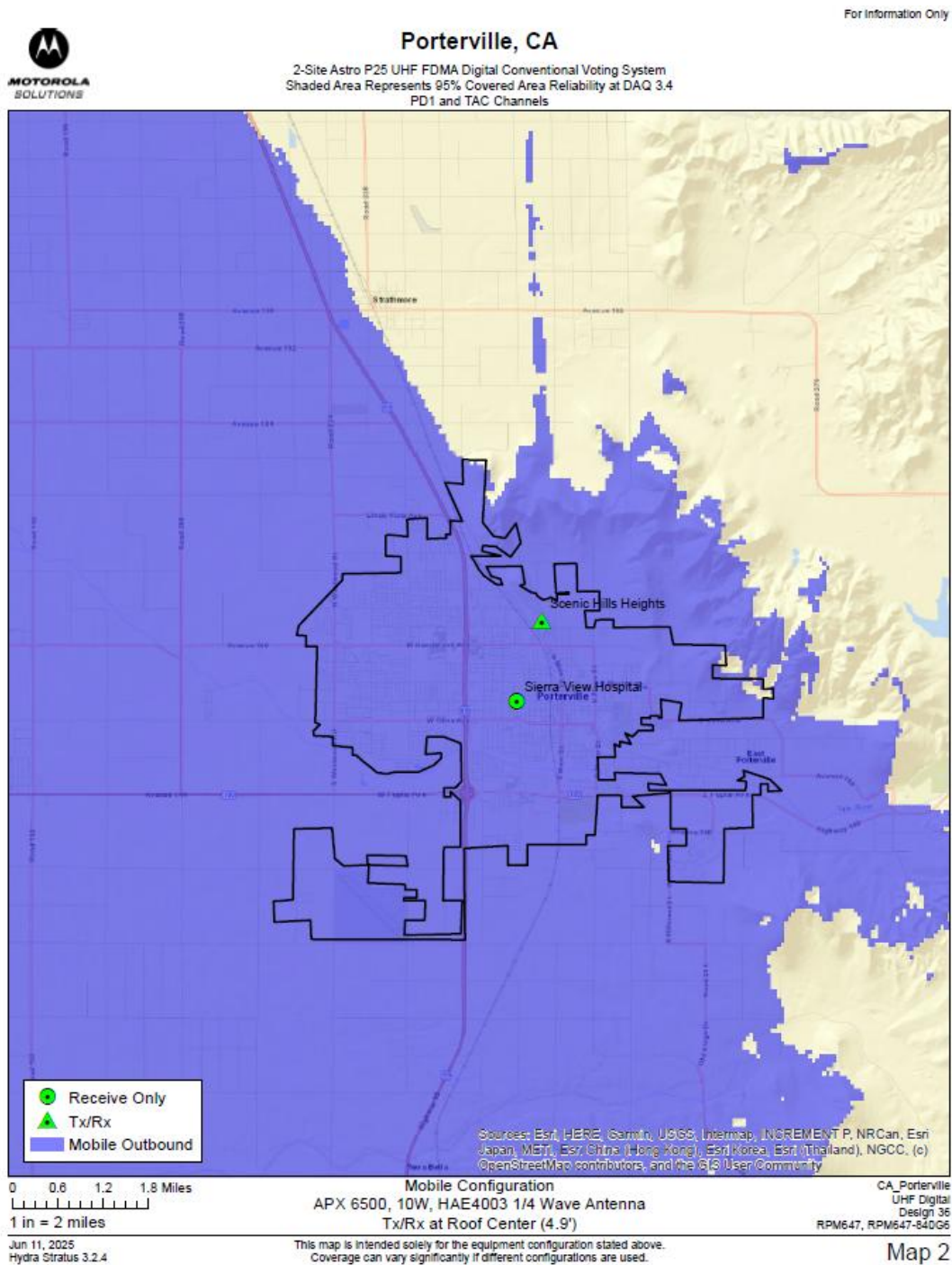


Figure 1-6: UHF Digital Mobile Outbound for PD1 and TAC – APX 6500, 10W, ¼ Wave Antenna, Roof Antenna

1.4.4 Mobile (Inbound) – UHF Digital for PD1 and TAC

UHF Digital Mobile Inbound for PD1 and TAC, APX 6500, 10W, ¼ Wave Antenna, Roof Center

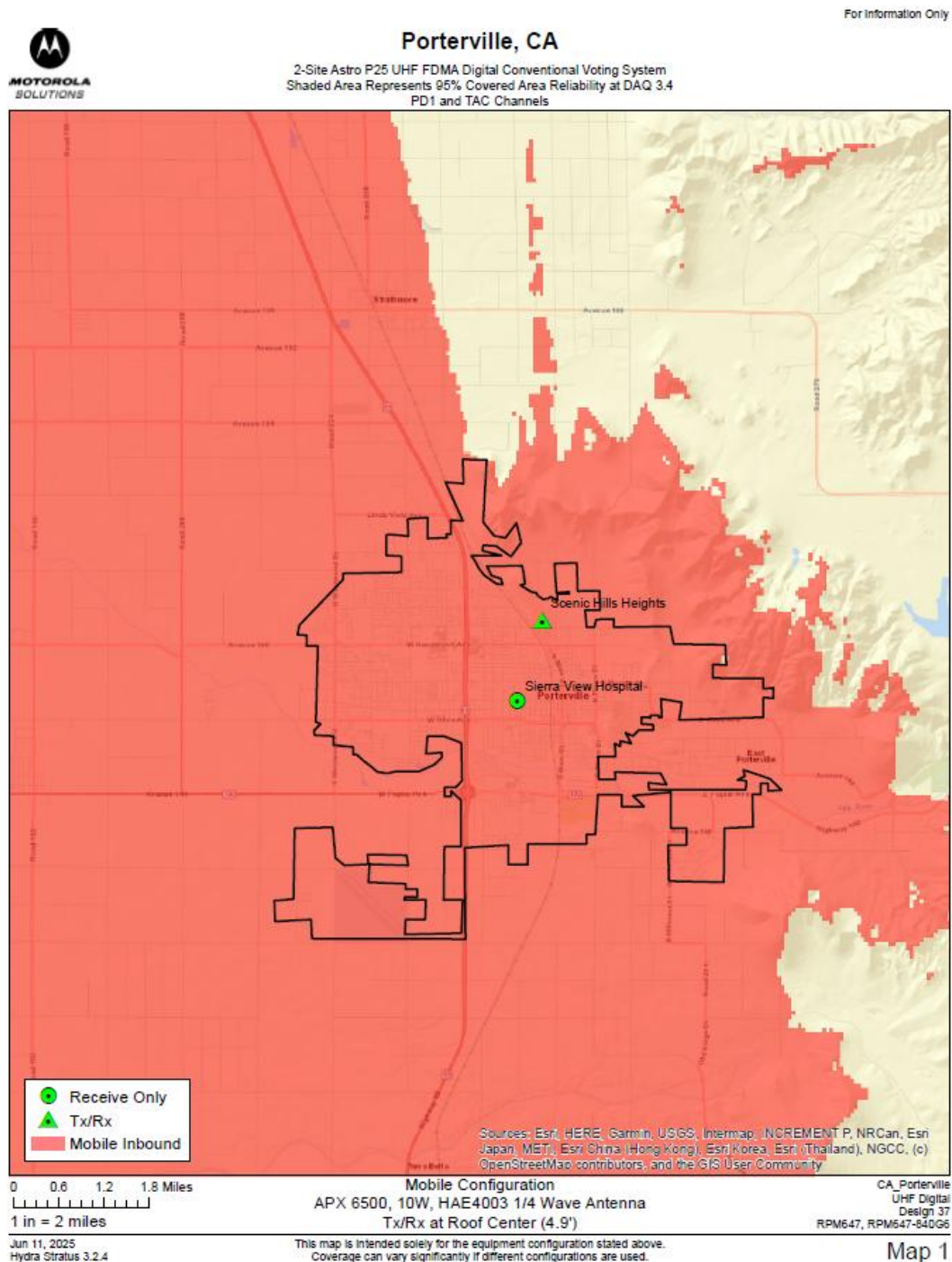


Figure 1-7: UHF Digital Mobile Inbound for PD1 and TAC – APX 6500, 10W, ¼ Wave Antenna, Roof Center

1.4.5 Portable On-Street (Outbound) – UHF Digital for PD2

UHF Digital Portable Outbound for PD2, APX 6000, 5W, All Band Antenna, Hip Level Swivel Case and Speaker Microphone

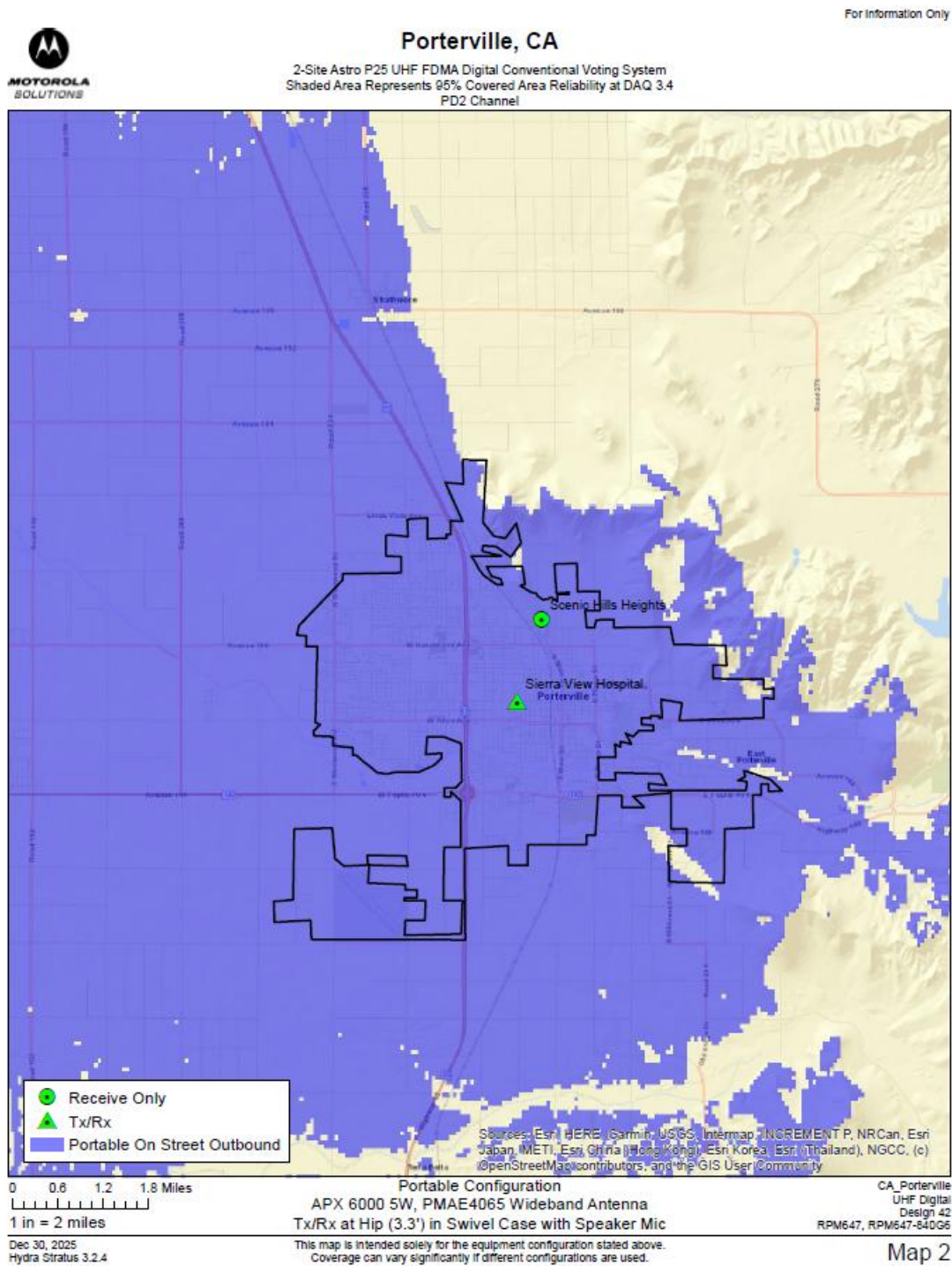


Figure 1-8: UHF Digital Portable Outbound for PD2 – APX 6000, 5W, All Band Antenna, Hip Level Swivel Case and Speaker Microphone

1.4.6 Portable On-Street (Inbound) – UHF Digital for PD2

UHF Digital Portable Inbound for PD2, APX 6000, 5W, All Band Antenna, Hip Level Swivel Case and Speaker Microphone

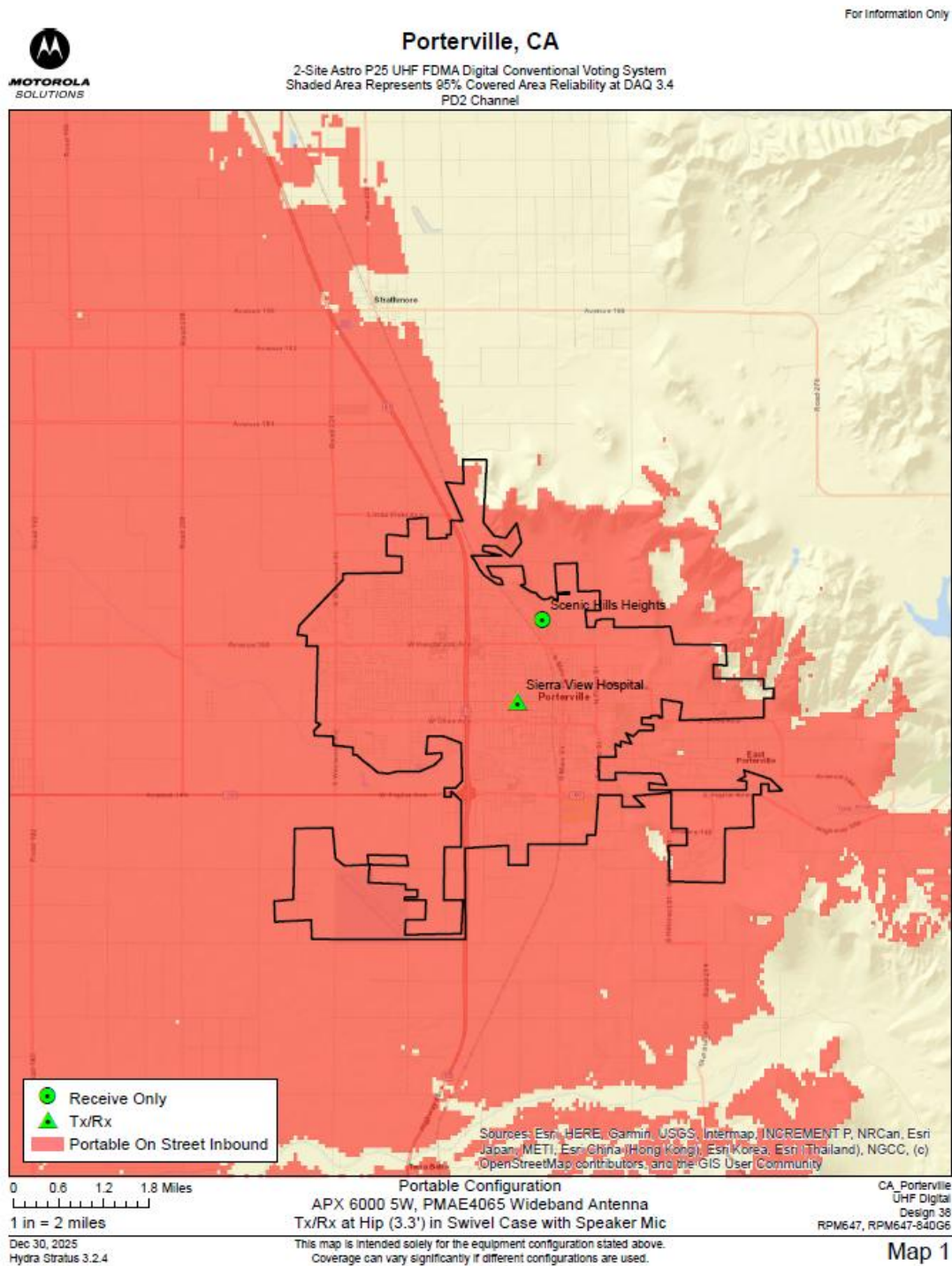


Figure 1-9: UHF Digital Portable Inbound for PD2 – APX6000, 5W, All Band Antenna, Hip Level Swivel Case and Speaker Microphone

1.4.7 Mobile (Outbound) – UHF Digital for PD2

UHF Digital Mobile Outbound for PD2, APX 6500, 10W, ¼ Wave Antenna, Roof Center

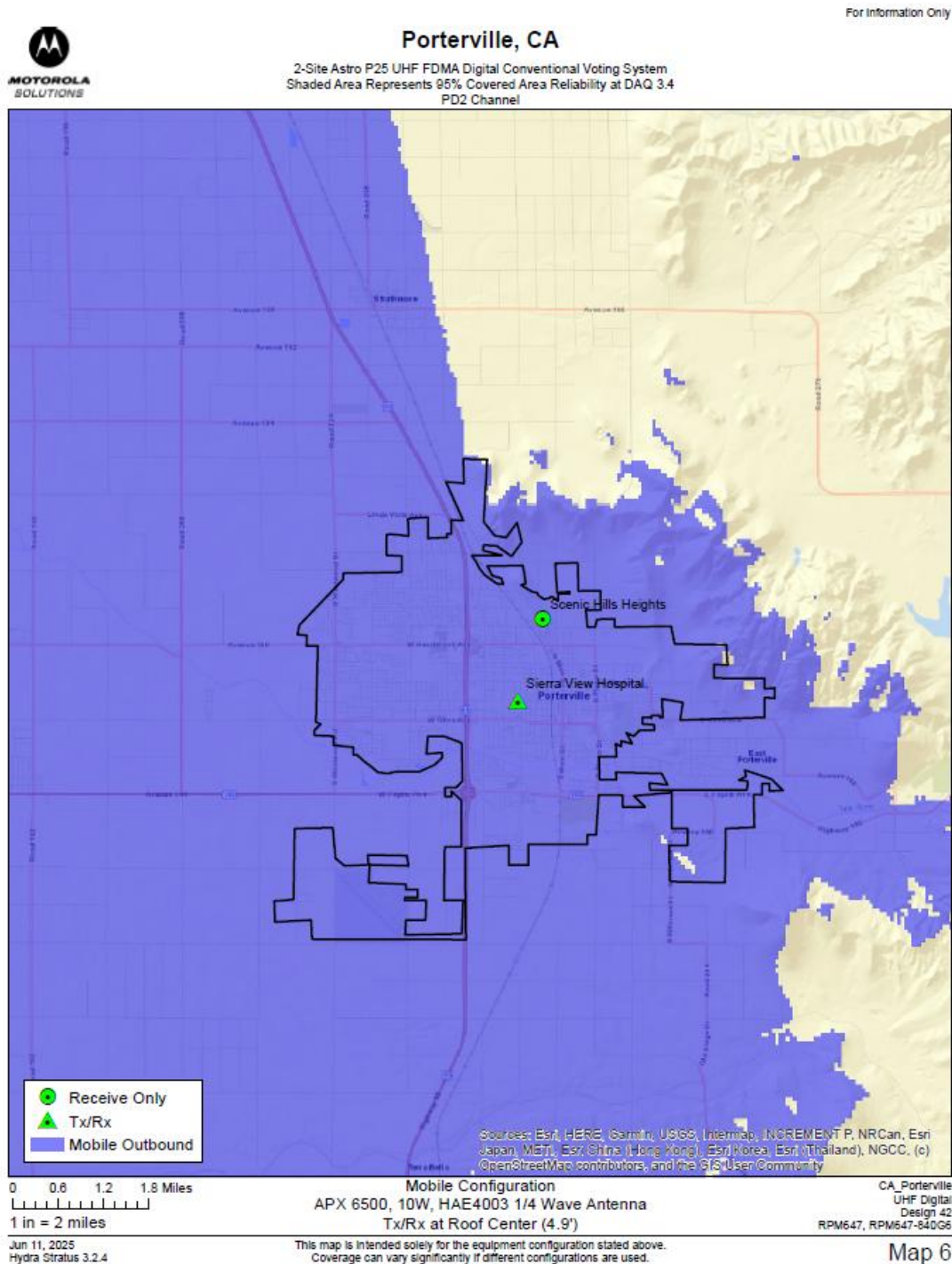


Figure 1-10: UHF Digital Mobile Outbound for PD2 – APX 6500, 10W, ¼ Wave Antenna, Roof Antenna

1.4.8 Mobile (Inbound) – UHF Digital for PD2

UHF Digital Mobile Inbound for PD2, APX 6500, 10W, ¼ Wave Antenna, Roof Center

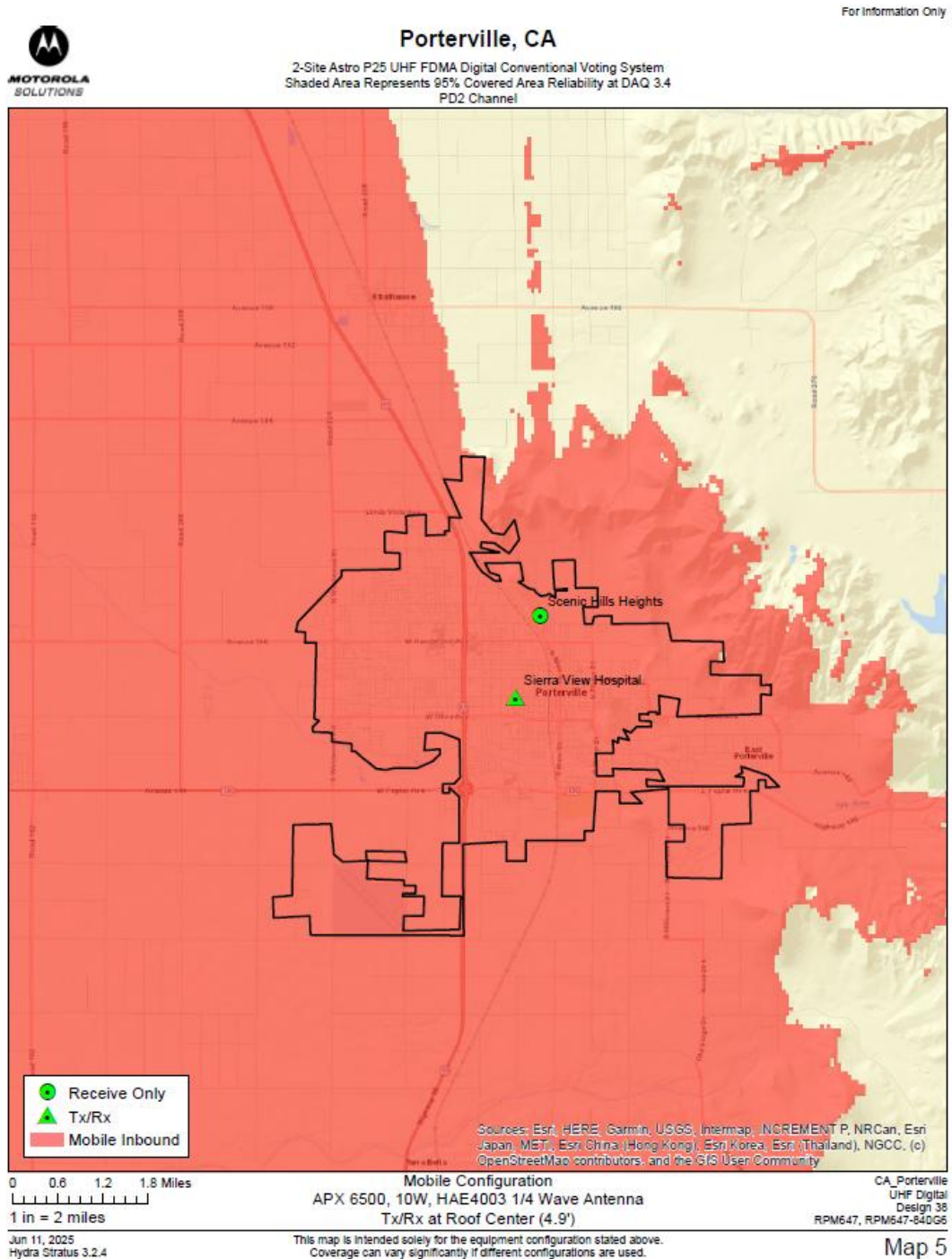


Figure 1-11: UHF Digital Mobile Inbound for PD2 – APX 6500, 10W, ¼ Wave Antenna, Roof Center

1.4.9 Portable On-Street (Outbound) – VHF Analog for FD1

VHF Analog Portable Outbound for FD1, APX 6000, 5W, All Band Antenna, Hip Level Swivel Case and Speaker Microphone

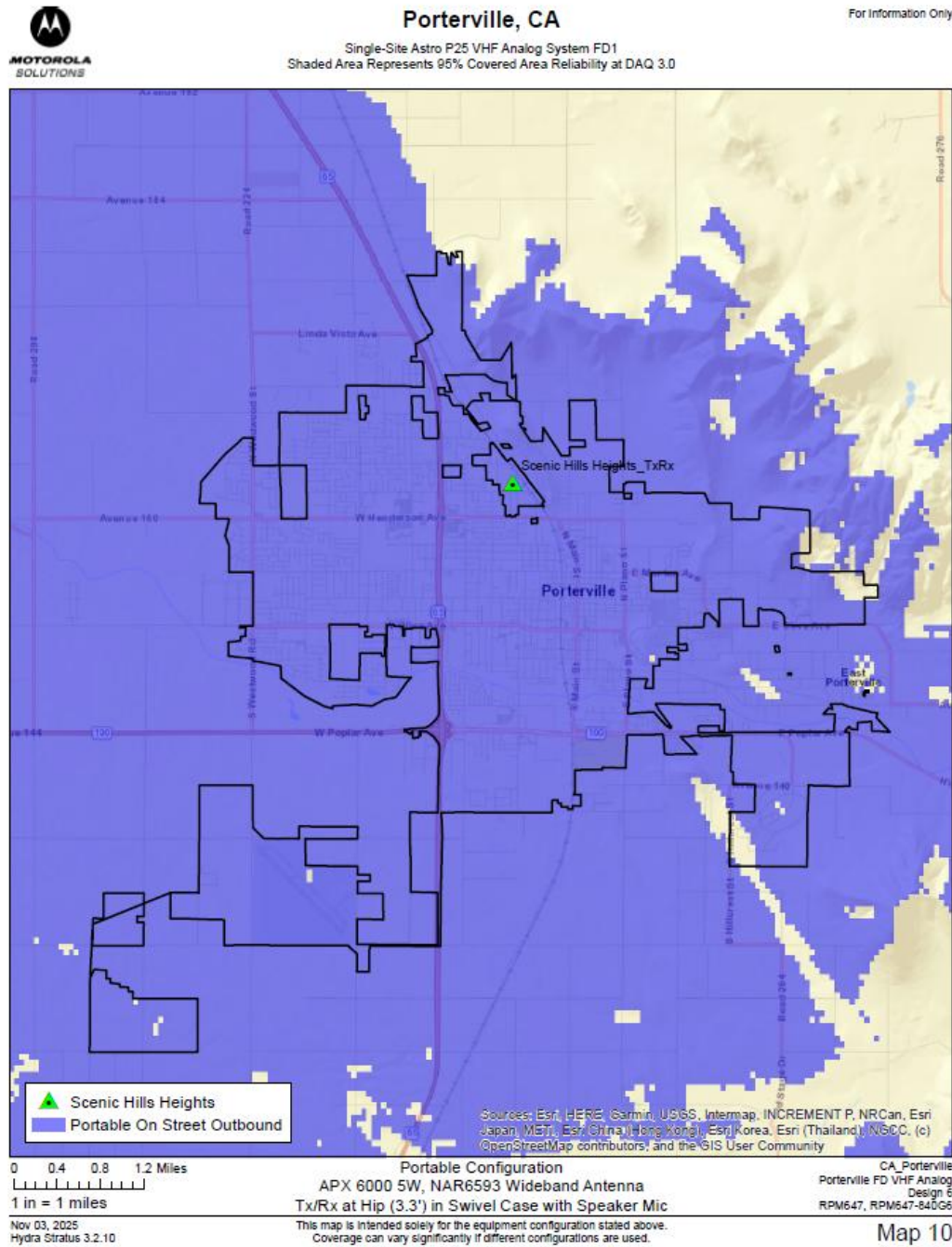


Figure 1-12: VHF Analog Portable Outbound for FD1 – APX 6000, 5W, All Band Antenna, Hip Level Swivel Case and Speaker Microphone

1.4.10 Portable On-Street (Inbound) – VHF Analog for FD1

VHF Analog Portable Inbound for FD1, APX 6000, 5W, All Band Antenna, Hip Level Swivel Case and Speaker Microphone

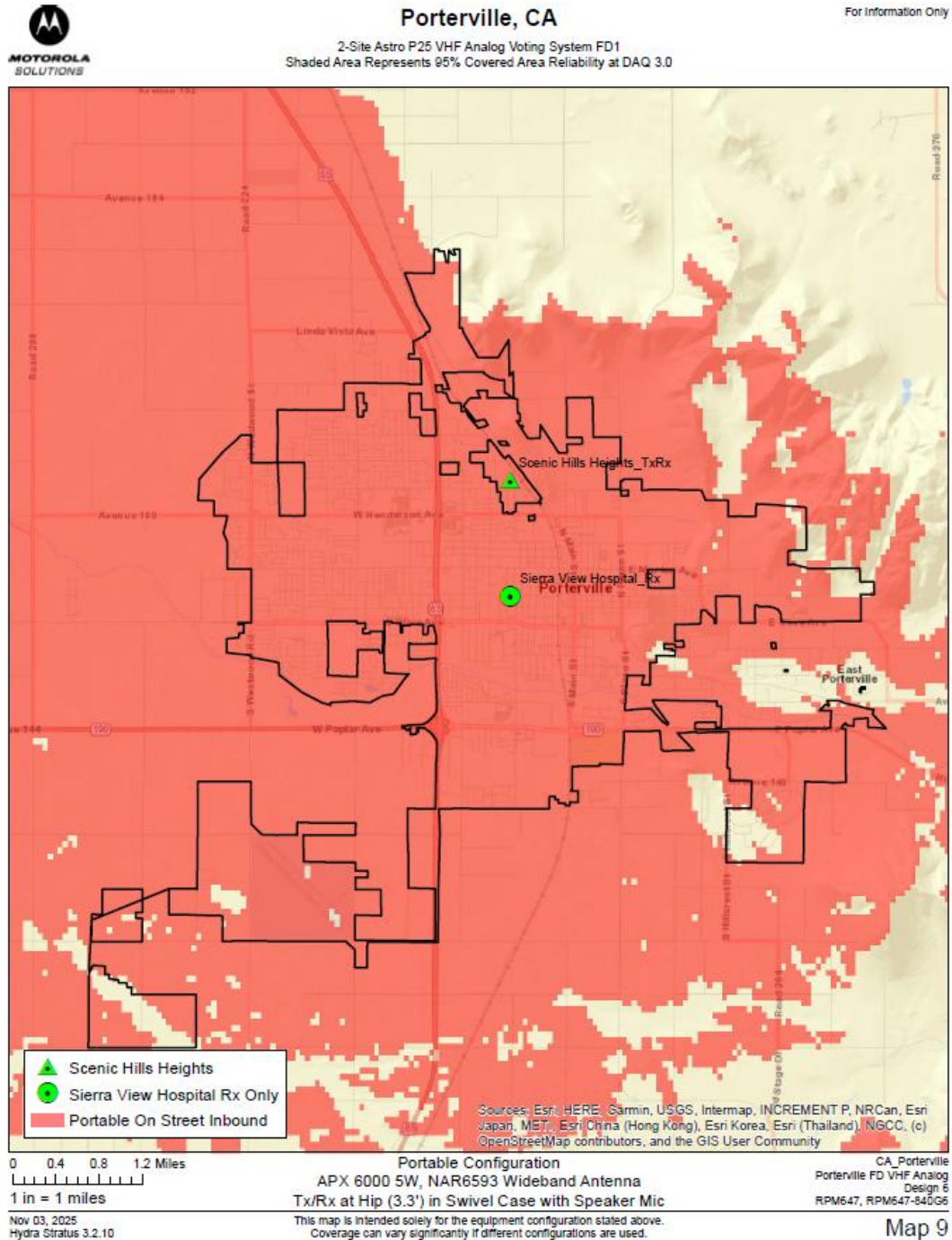


Figure 1-13: VHF Analog Portable Inbound for FD1 – APX 6000, 5W, All Band Antenna, Hip Level Swivel Case and Speaker Microphone

1.4.11 Mobile (Outbound) – VHF Analog for FD1

VHF Analog Mobile Outbound for FD1, APX 6500, 10W, ¼ Wave Antenna, Roof Center

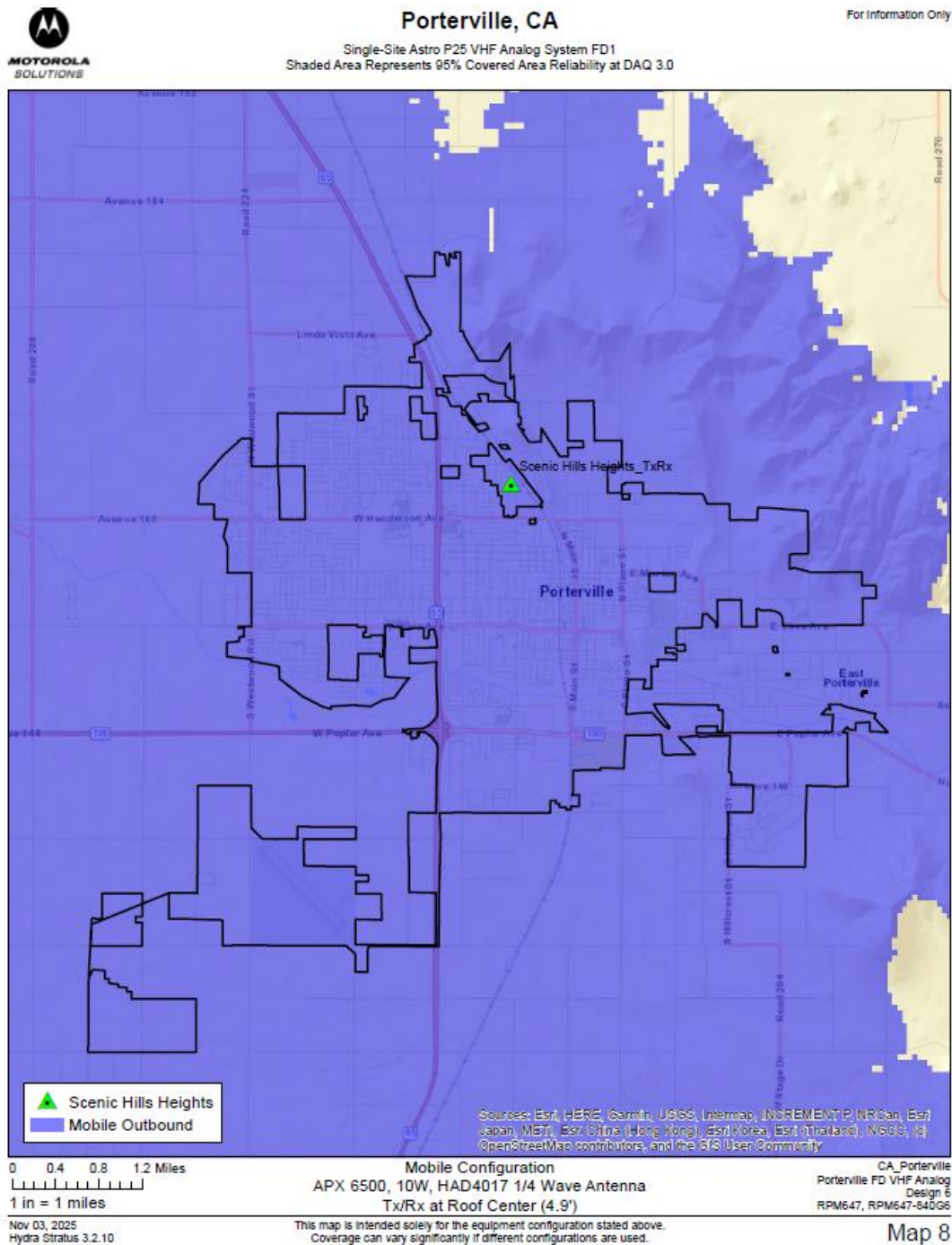


Figure 1-14: VHF Analog Mobile Outbound for FD1 – APX6500, 10W, ¼ Wave Antenna, Roof Center

1.4.12 Mobile (Inbound) – VHF Analog for FD1

VHF Analog Mobile Inbound for FD1, APX 6500, 10W, ¼ Wave Antenna, Roof Center

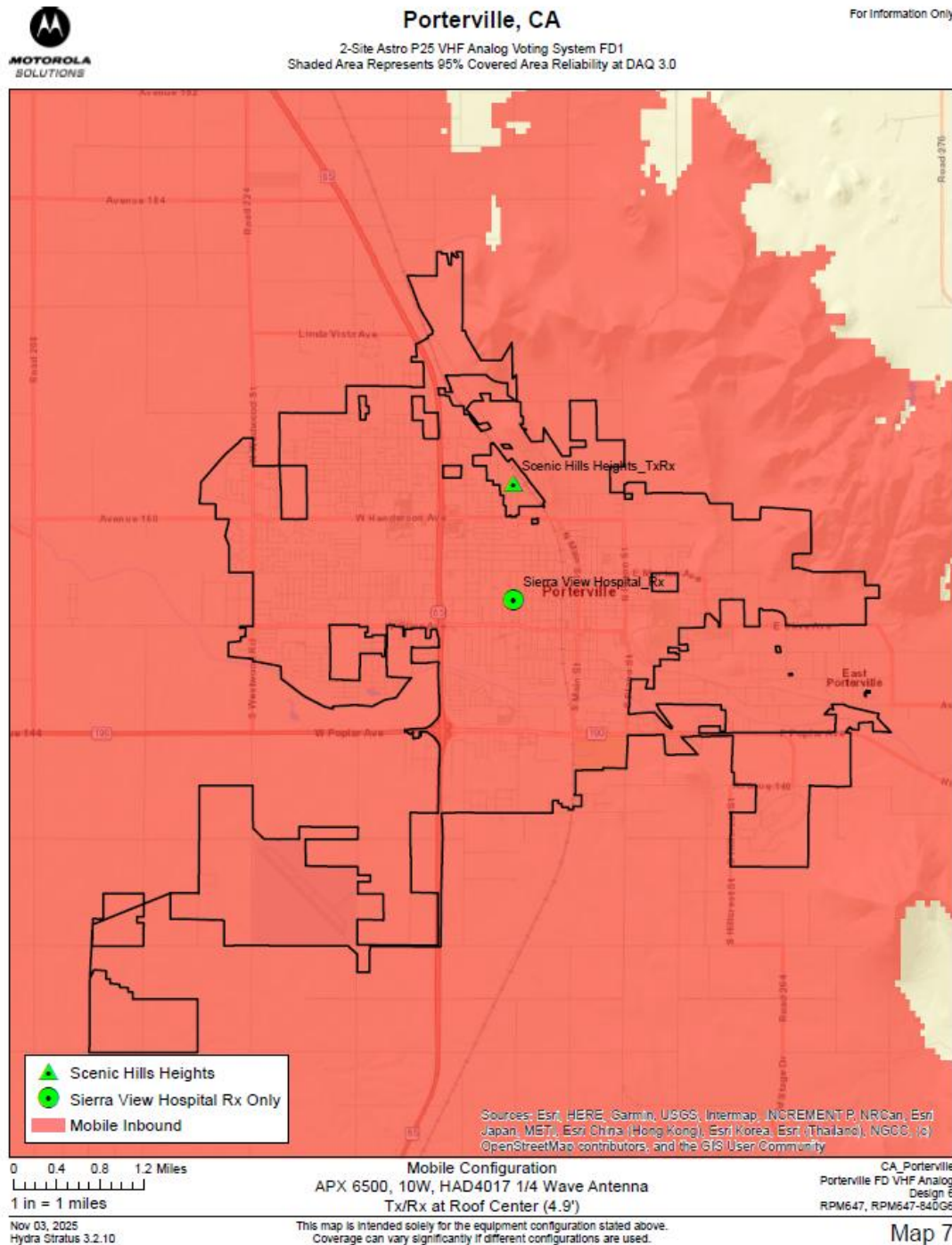


Figure 1-15: VHF Analog Mobile Inbound for FD1 – APX6500, 10W, ¼ Wave Antenna, Roof Center

1.4.13 Portable On-Street (Outbound) – VHF Analog for FD2

VHF Analog Portable Outbound for FD2, APX 6000, 5W, All Band Antenna, Hip Level Swivel Case and Speaker Microphone

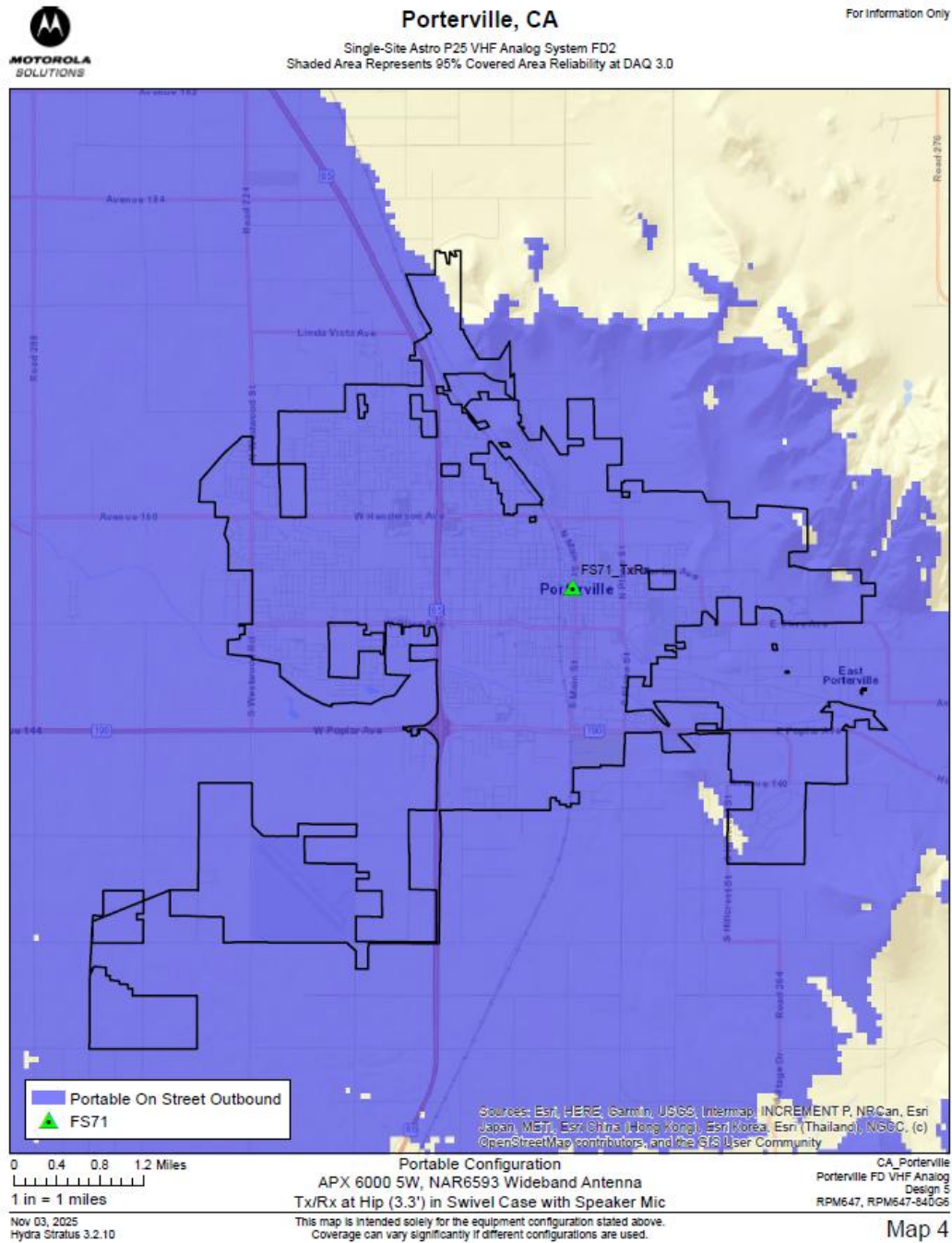


Figure 1-16: VHF Analog Portable Outbound for FD2 – APX 6000, 5W, All Band Antenna, Hip Level Swivel Case and Speaker Microphone

1.4.14 Portable On-Street (Inbound) – VHF Analog for FD2

VHF Analog Portable Inbound for FD2, APX 6000, 5W, All Band Antenna, Hip Level Swivel Case and Speaker Microphone

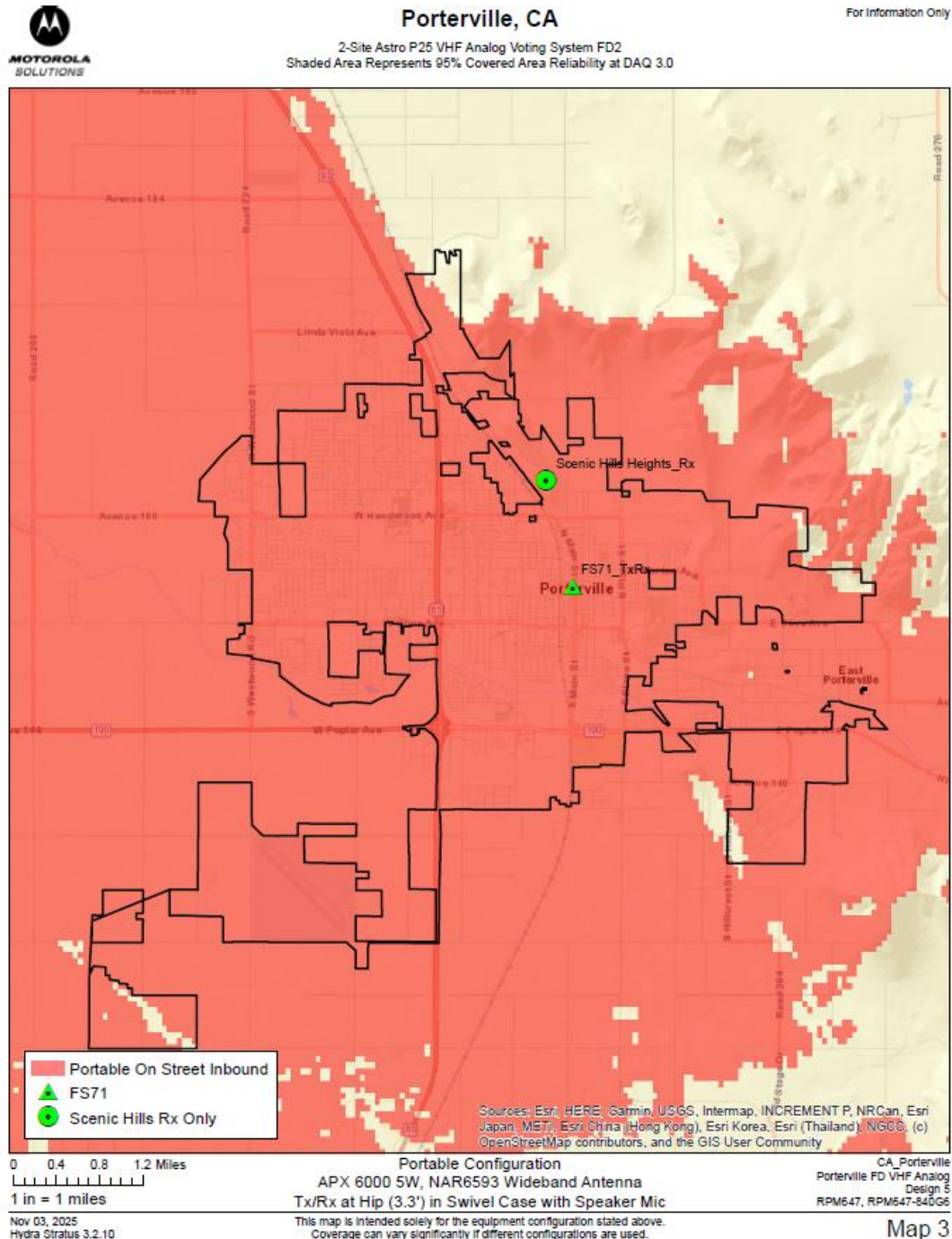


Figure 1-17: VHF Analog Portable Inbound for FD2 – APX 6000, 5W, All Band Antenna, Hip Level Swivel Case and Speaker Microphone

1.4.15 Mobile (Outbound) – VHF Analog for FD2

VHF Analog Mobile Outbound for FD2, APX 6500, 10W, ¼ Wave Antenna, Roof Center

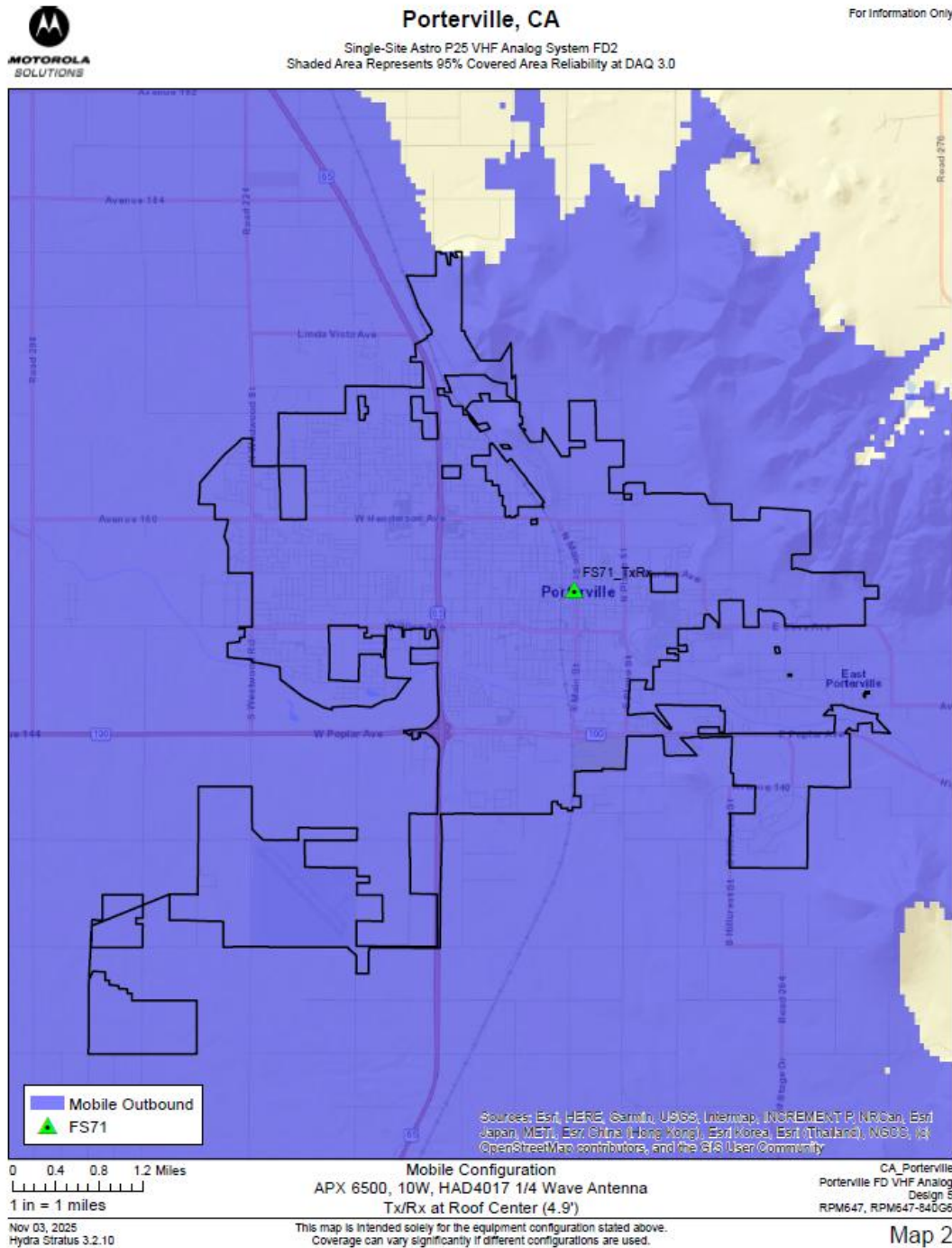


Figure 1-18: VHF Analog Mobile Outbound for FD2 – APX6500, 10W, ¼ Wave Antenna, Roof Center

1.4.16 Mobile (Inbound) – VHF Analog for FD2

VHF Analog Mobile Inbound for FD2 APX 6500, 10W, ¼ Wave Antenna, Roof Center

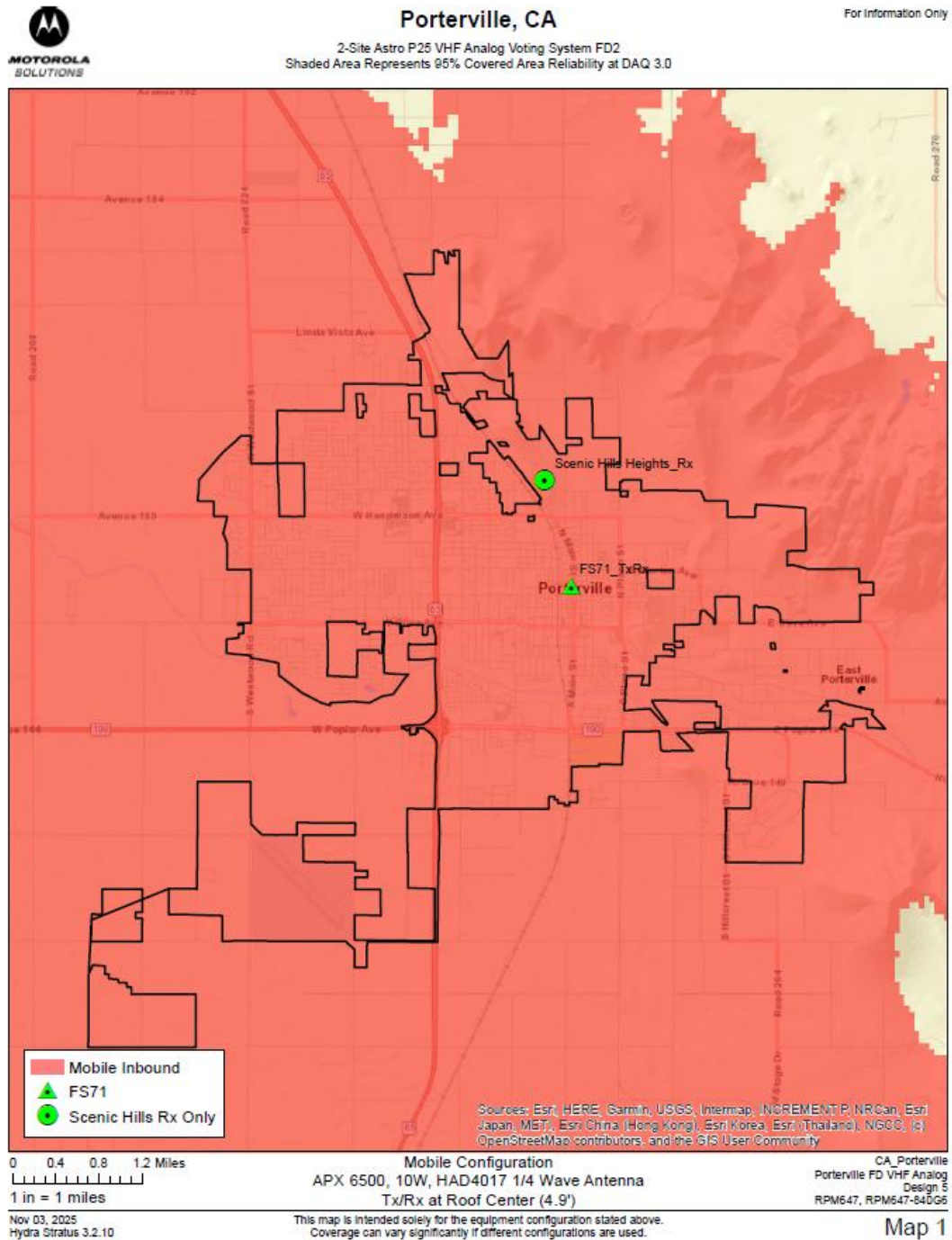


Figure 1-19: VHF Analog Mobile Inbound for FD2 – APX6500, 10W, ¼ Wave Antenna, Roof Center

1.4.17 Antenna Assumptions

The following are the antenna heights for the RF design. These heights will be validated and finalized during project implementation.

	Site Name	RF	
		Tx Antenna (ft)	Rx Antenna (ft)
Porterville PD – UHF – PD1/TAC			
1	Scenic Hills Heights	105	105
2	Sierra View Hospital	-	69
Porterville PD – UHF – PD2			
1	Scenic Hills Heights	-	105
2	Sierra View Hospital	69	69
Porterville FD – VHF – FD1			
1	Scenic Hills Heights	105	105
2	Sierra View Hospital	-	69
Porterville FD – VHF – FD2			
1	Fire Station 71	100	100
2	Scenic Hills Heights	-	105

The type of antenna model, gain and mounting height all contribute to the coverage design in various ways. The transmit antenna used in the UHF voting system are omni directional antenna with a gain of 3 dBd. The transmit antenna used in the VHF voting system are omni directional antenna with a gain of 3 dBd. This choice was made to optimize outbound coverage while keeping the transmit contours reasonable within the service area.

For the receive antenna, 3 dBd omni directional antennas are used in the UHF voting system. 3 dBd omni directional antennas are used in the VHF voting system. All antenna used to model coverage were Motorola preferred PIP/PIM rated antenna. The antenna design is subject to change based on the final antenna locations available.

Tower height was estimated based on the information gathered from Porterville PD and will be fine-tuned during implementation.

Section 2

Statement of Work

Motorola is proposing to Porterville PD the installation and configuration of the following equipment at the specified locations.

Site Name	New Major Equipment
Scenic Hills Heights (RF site)	(3) GTR 8000 Base Radios with UHF duplexers, antennas and lines (existing, will be reused) (1) Site LAN Switch – Juniper EX4100 (1) Site Router – Juniper SRX345 (1) GTR 8000 Base Radios (existing VHF duplexer, antenna and line will be reused) (1) GPW 8000 Receiver with VHF Rx filter (existing antenna and line will be reused)
Sierra View Hospital (RF site)	(1) GTR 8000 Base Radio - UHF (2) GPW 8000 Receivers in a dual chassis – UHF (1) GPW 8000 Receiver is a single chassis – VHF (1) Customized UHF Duplexer and Multicoupler (1) Antenna and Line – UHF (1) Antenna and Line – VHF (1) VHF Receive Filter (1) Site LAN Switch – Juniper EX4100 (1) Site Router – Juniper SRX345 (1) 7.5 ft Rack (1) UPS
Fire Station 71	(1) GTR 8000 Base Radio – VHF (1) Customized VHF Duplexer (1) Antenna and Line – VHF (1) Site LAN Switch – Juniper EX4100 (1) Site Router – Juniper SRX345

Site Name	New Major Equipment
Porterville PD (Core, Prime and Dispatch)	(2) DSC 8000 (existing, will be reused) (2) Core LAN Switches – HP 2930F (existing, will be reused) (2) Core Routers – Juniper SRX 345 (existing, will be reused) (2) Backhaul Switches – Juniper EX4100 (2) MCG8000 Conventional Channel Gateway (existing, will be reused) (5) GRV Comparators (3 UHF Digital Conventional Voting, 2 VHF Analog Conventional Voting) (1) Border Gateway (1) RNI/DMZ Firewall (1) RNI/DMZ Switch (1) CEN Switch (1) Application Server (1) GRV Module – Spare (1) VHF Power Amplifier – Spare (1) UHF Power Amplifier – Spare (1) VHF Transceiver – Spare (1) UHF Transceiver – Spare (2) Fan Modules – Spare (1) Juniper EX4100 Switch – Spare (1) Juniper SRX345 – Spare (6) MCC7500E (existing, will be upgraded) (3) APX 8500 Consolettes

The document delineates the general responsibilities between Motorola and Porterville PD as agreed to by contract.

2.1 System Integration

2.1.1 Professional Integration Services

Motorola Solutions internal methodologies, processes, and personnel are aligned to support our core business — the design, installation, and maintenance of wireless communications solutions.

We leverage our technical expertise and program management resources so Porterville PD can avoid the common issues that impact implementation timelines, budget, and system performance. We are offering a focused set of our implementation services to deploy the proposed system on time and on budget.

Motorola Solutions’ will provide a Project Team to perform the proposed Professional Services. The project team will include the following roles:

- Project Manager (PM) — serves as the single point of contact for all system activities and issues, and will be responsible for coordinating team resources. The PM will make sure resulting contract obligations are addressed efficiently, professionally, and in a timely manner, with minimal impact on current system operations.
- System Engineer (SE) — responsible for the technical design of the proposed solution. The SE will gather and validate the requirements to finalize the design of the system to ensure it meets Porterville PD’s requirements. The SE provides system design documentation, resolution of technical issues, and system support during system implementation and testing.
- System Installation Technicians — perform the physical installation, cabling, and grounding of the equipment.
- System Technologist — finalizes the system implementation, including in-field programming, system configuration, integration, and acceptance testing.

2.2 Responsibility Matrix

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Porterville PD
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X

Tasks	Motorola Solutions	Porterville PD
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8 a.m. to 5:00 p.m. local time with the exception of Motorola Solutions' and Porterville PD's holidays.	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review Porterville PD's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Porterville PD sites can accommodate proposed equipment.		X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	

Tasks	Motorola Solutions	Porterville PD
Provide information on existing system interfaces.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for Porterville PD provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon “frozen” design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
FCC Licensing (Customer Responsibility)		
Provide frequency and radio information for each existing site. This includes changing PD frequencies licenses from analog to digital as well as licensing PD and FD frequencies at the new sites – Sierra View Hospital and Station 71.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions’ control.		X
Complete required number of 601 forms via Spectrum Watch or CAPRADAP.		X
Porterville PD will pay for any remaining fees that are not accounted for outside of standard frequency co-ordination fees.		X
Complete required number of 601 forms to APCO for frequency coordination and FCC.		X
Track applications through frequency coordination and FCC approval.		X
Applying for frequencies does not guarantee the granting of spectrum from the FCC.		X
Deliverable: FCC Licensing Forms submitted.		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X

Tasks	Motorola Solutions	Porterville PD
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment. No special equipment is required for transport and installation at all sites.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Our design assumes LMR antennas can be installed at proposed heights. Any civil work associated with meeting these requirements will be Porterville PD responsibility.		X
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Ensure that required rack space is available for installation of the new equipment.		X
Ensure that required space is available on the tower or antenna mounting structure.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Provide backup power, as required.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Perform structural analysis of towers, rooftops, or other structures to confirm that they are capable of supporting proposed and future antenna loads.		X
Modify towers or other structures, or relocate sites in the system, to ensure that they are capable of supporting proposed and future antenna loads.		X
Conduct site walks to collect pertinent information (e.g., location of telco, power, structures, etc.).	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X

Tasks	Motorola Solutions	Porterville PD
Obtain the permits needed to complete site development, including electrical, building, and construction permits.		X
Pay for application fees, taxes, and recurring payments for lease/ownership of property.		X
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56).		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g., antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		X
Correct any R56 deficiencies.		X
Transport removed site equipment to a location designated by Porterville PD and within their jurisdiction.		X
Deliverable: Sites meet physical requirements for equipment installation.		
Spectrum Fingerprinting and Noise Floor Monitoring by dbSpectra		
Provide experienced personnel to set up equipment at site.	X	
Provide one test equipment required to perform spectrum fingerprinting and noise floor monitoring at 2 sites with VHF band and 1 site with UHF and VHF bands with a maximum of 20 channels per site.	X	

Tasks	Motorola Solutions	Porterville PD
Establish an agreed upon bandwidth for the collection of all site data.	X	
Build up special Rx filter to pass the new Rx channels and protect equipment from existing co-located transmitters.	X	
Provide data collection (24 hrs. at each site) and reports pertaining to 3 sites.	X	
Provide a ship-to location capable of receiving a pallet, if needed.		X
Provide site frequency information.		X
Provide information necessary or otherwise reasonably requested by dbSpectra to plan deployment at least 6 weeks prior to deployment.		X
Space & AC power must be available in shelter to house test equipment.		X
Outside space must be available for portable antenna and mount next to tower.		X
Provide any site safety rules prior to arrival.		X
Provide safe access to sites.		X
Provide the following resources: A) Any escort, security personnel, or labor resources necessary to enable access to required work areas on site. B) Provide a resource to accompany Motorola/dbSpectra resource at all times at the site for safety. C) Motorola is not responsible for any cost associated with use of the County resources.		X
Spectra Fingerprinting and Noise Floor Monitoring will be performed one time only at each site. Services will be performed at one site after another in a consecutive fashion. All services will be performed during one trip. Additional attempts due to weather or outside factors will result in a Change Order as the trailer and resources have to be scheduled for additional trips in those cases.		X
Review any unexpected high-level carriers that may appear during the 24-hour measurement that pass through the RX filter system. These carriers can degrade test results requiring a repeat of the test and/or or additional data processing. These may result in additional costs to be captured via a change order.	X	
Deliverable: Provide a report with findings.		

Tasks	Motorola Solutions	Porterville PD
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for the system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide a secure location for solution equipment.	X	
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.	X	
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
Prime and RF Site General Installation		
Validate that all the existing conventional base radios and comparators have the digital conventional simulcast features.	X	
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Provide space to install the additional equipment in the existing rack at each site.		X
Install all proposed RF site equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits or other types of connectivity.		X

Tasks	Motorola Solutions	Porterville PD
Install and terminate all network cables between installed equipment and existing ASTRO network infrastructure and existing IP/MPLS backhaul network.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to existing AC power at each site.	X	
Connect installed equipment to the provided ground system within 15 feet.	X	
Label Motorola-supplied equipment and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Re-arrange, remove, transport, and dispose of old/existing equipment.		X
Deliverable: RF Equipment installed.		
Site Link Assessment		
Verify (3) site link performance, prior to the interconnection of the solution equipment to the link equipment. Site links will be between Porterville PD Core/Dispatch Site and the Scenic Hills Heights RF Site, Sierra View Hospital RF Site and the Station 71 RF site respectively. Site links will be tested only once. If the link does not pass the audit, a change order will be processed to perform link audits a second time after the customer resolves the link issues and prior to cutover.	X	
Motorola Solutions will not perform any work on non-Motorola Solutions owned equipment.		X
Provide information on customer public Internet connection for evaluation purposes.		X
Evaluate customer's network from an IT perspective.	X	
Deliverable: Site Link Assessment completed and findings are presented to Porterville PD.		
ASTRO 25 Core and Remote Site Installation and Configuration		
Verify that the ASTRO 25 Core, Prime Site and RF Sites have the same system release.	X	

Tasks	Motorola Solutions	Porterville PD
Configure ASTRO 25 system to support 2-site UHF Digital Conventional Voting system and 2-site VHF Analog Conventional Voting system.	X	
Integrate the (2) RF sites into the UHF Digital Voting system and (2) VHF Analog Conventional Voting system to ensure proper operation.	X	
Add secure encryption capability to existing six (6) MCC7500E console positions	X	
Perform upgrade of ASTRO Core and base radios to the latest available ASTRO release	X	
Deliverable: ASTRO 25 core and remote site equipment installation completed.		
Control Station Installation and Configuration		
Provide the locations of control stations at each site.		X
Survey mounting locations and develop control station installation plan.	X	
Provide adequate space, grounding, and power for the control station installation.		X
Install RF local control stations identified in the equipment list.	X	
Provide antenna lines for new control stations.		X
Interface new control stations with existing Porterville PD provided antenna lines. These lines will be swept to ensure they are in proper working condition. If any changes are needed, a change order will be required to provide new antennas and/or lines.	X	
Provide existing control station codeplugs or provide a list of channels (and associated parameters) to program the proposed control stations.		X
Perform control station programming.	X	
Deliverable: Control Station Installation and Configuration completed.		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	

Tasks	Motorola Solutions	Porterville PD
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Reconfigure and optimize 3rd party equipment that is not part of the Motorola Solutions scope of work.		X
Deliverable: Completion of Solution Optimization.		
Functional Acceptance Testing		
Porterville PD to provide at least (5) APX 6000 for FATP use.		X
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Porterville PD.		
Cutover		
Finalize Cutover Plan.		X
Calibrate and tune existing mobile and portable radios to ensure good working order.		X

Tasks	Motorola Solutions	Porterville PD
Provide programming of user radios and related services (i.e., template building, re-tuning, testing and installations), as needed, during cutover period.		X
Notify the personnel affected by the cutover of the date and time planned for the cutover.		X
Cut over users and ensure that user radios are operating on the system.		X
Assist Motorola Solutions with resolution of identified punch list items by providing support, such as access to the sites, equipment and system, and approval of the resolved punch list items.		X
Deliverable: Migration to new system completed, and punch list items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Porterville PD.		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> ▪ System Level Drawing. ▪ Site Equipment Rack Configurations. ▪ ATP Test Checklists. ▪ Functional Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. ▪ Maintenance Manuals (where applicable). ▪ Technical Service Manuals (where applicable). ▪ Drawings will be delivered in Adobe PDF format. 	X	
Receive and approve documentation.		X

Tasks	Motorola Solutions	Porterville PD
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

2.3 Assumptions and Responsibilities

Motorola Solutions has identified the following assumptions and responsibilities during the development of the system’s technical and service design for this proposal. These are based upon our understanding of Porterville PD’s system requirements and to be provided.

Motorola Solutions has documented these assumptions and responsibilities to avoid ambiguities, and ensure that we share a common understanding of all conditions and responsibilities. As part of the process leading to a final system design and implementation plan, we welcome Porterville PD’s comments and suggested changes to the identified assumptions and responsibilities.

2.3.1 Solutions Design Assumptions and Clarifications

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56 - Standards and Guidelines for Communication Sites.
- R56 compliance for all sites is required. If any site changes or additions are needed, it will result in a Change Order.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, appropriate internet access, and site grounding to support the requirements of the system described.
- Sites will have adequate electrical service for the existing and new shelter and tower. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.
- The existing antenna support structure is structurally capable of supporting the new antenna, cables, and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind, and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.
- Any site/location upgrades or modifications are the responsibility of Porterville PD.
- Any tower stress analysis or tower upgrade requirements are the responsibility of Porterville PD.
- All architectural designs and approval needed at all sites including Sierra View Hospital are the responsibility of Porterville PD.
- Any issues that arise with connecting existing infrastructure with components included in this project will need to be addressed by a design change via the Change Order process.

- Unless specifically stated otherwise herein, this proposal does not address modifications, upgrades, or repairs to any existing equipment; site civil work; tower construction; or other building installations or renovations that may be required to prepare the sites for equipment installation.
- Network connectivity (fiber or microwave) and power to Porterville Dispatch, Scenic Hills Heights, Fire Station 71 and Sierra View Hospital are already available at the time of implementation.
- Motorola prefers Layer 3 connectivity between the RF sites and the Core / Prime Site.
- All application services must be designed and configured to support a routed network architecture, a switched network architecture (Point to Multi-Point) or a dedicated link (Point to Point). Load Balancing must not be used in support of ASTRO transport.
- ASTRO will construct point-to-point tunnels (IPSEC or IPsec depending on design) across the provided infrastructure to carry application payload. The following defines the expected communication paths within the ASTRO application.
 - RF Site Link (Repeater Site to ASTRO Core): Site Link
- Quality of Service (QoS) must be enabled and configured on all CE-PE interfaces. The transport network must honor all forwarding classes defined on all intermediate transport nodes. The classifications used are unique to each service type being provided.
 - ASTRO Site Links: Service Type Layer 3; QoS Model DSCP; Priority Level EF
- The Service Level Agreement (SLA) requirements for each link type in the system are as follows. Note that all values are one-way values.
 - Link Latency:
 - Site Link: < 10ms
 - Jitter:
 - The jitter budget needs to be kept to 10 ms* or less.

Jitter limits mentioned above are a 99th percentile value and are based on Y.1564 method of calculation.

- Packet Loss:
 - Packet loss is defined per RFC 2680. The specification for end-to-end packet loss is no more than 0.01%.
 - Recommended MTU size on P interfaces must be 2048 bytes. At the very least, support jumbo frames (no fragmentation)
 - All MPLS traffic must be encapsulated in an 802.1q VLAN tag. Additional MPLS specifications will be provided by Motorola during the Design Review with Porterville PD.
- Committed information Rate
- Motorola recommends allocating at least 10 Mbps throughput on the links dedicated for ASTRO traffic. The bandwidth specifications will be further discussed during the customer design review process.
- For Layer 2 connectivity, Porterville PD is responsible for and will provide the dark fiber connectivity between sites.
 - Specification:
 - Transparent Layer 2 Path
 - MTU of 2048

- Single-Mode or Multi-Mode Fiber. Maximum distance for Single-Mode fiber is 10 km while for Multi-Mode fiber is 0.5 km.
- There is sufficient IP bandwidth in the Porterville PD Network.
- Porterville PD will provide redundant site links at the Core/Prime/Dispatch site.
- Approved FCC licensing will be provided by Porterville PD.
- Frequencies for the system shall be available and are provided by Porterville PD.
- Approved Local, State or Federal, FCC/FAA and any other permits as may be required for the installation and operation of the proposed equipment are the responsibility of Porterville PD.
- Porterville PD will be responsible for securing the lease agreement of the sites needed for this project.
- Any required system interconnections not specifically outlined here will be provided by Porterville PD. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should your system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Any required system interconnections not specifically outlined here will be provided by Porterville PD. These may include dedicated phone circuits, microwave links or other types of connectivity.
- Emergency backup power in all sites is available or will be provided by Porterville PD.
- All proposed equipment is AC powered. No DC battery plants are included in this proposal.
- Adequate cooling is available from the HVAC system to support the proposed equipment.
- All recurring and non-recurring utility costs including, but not limited to, generator fuel and electrical will be borne by Porterville PD.
- All utility installations performed by the utility company shall be paid for by Porterville PD and located at jointly agreed to location within or around the existing communications shelter or equipment room.
- Demarcation is the equipment provided by Motorola Solutions. This includes demarcation for the following services:
 - 120 VAC/-48 DC Power & Circuits
 - Backup Power
 - Grounding
 - Communication Circuits and Backhaul Links between sites
- All ASTRO service demarcation points should be copper RJ45, configured as Auto for speed and Duplex mode. All Layer 3 ASTRO demarcation points must be untagged.
- Customized UHF Duplexer and Rx Multicoupler at Sierra View Hospital is included in this proposal.
- VHF receive filters at Scenic Hills Heights and Sierra View Hospital are included in this proposal.
- Existing GTR 8000 UHF duplexers at Scenic Hills Heights will be reused.

- VHF duplexer at Fire Station 71 is included in this proposal.
- Coverage guarantee is NOT included or implied in this proposal.
- Spectrum Fingerprinting and Noise Floor Monitoring at Scenic Hills Heights, Fire Station 71 and Sierra View Hospital is included in this proposal.
- Existing dispatch consoles and control stations at Porterville PD Dispatch Center will be used.
- The control stations at Porterville PD Dispatch Center must be within the coverage area of the Porterville PD UHF Digital Conventional Voting System and Porterville FD VHF Analog Conventional System.
- Three (3) APX Consolettes in the UHF band is included in this proposal. The existing antenna and lines will be reused.
- The existing K2 Core, dispatch consoles, base radio repeaters and receivers will be upgraded to the to the ASTRO system release available at the time of implementation.
- Three (3) existing GTR Base Radios at Scenic Hills Heights will be reused.
- Spare GRV 8000 Comparator module, RF modules, site router and site LAN switch are included in this proposal.
- Archiving Interface Server (AIS) is not included in this design.
- No new mobile subscribers are included in this proposal.
- Key Variable Loaders (KVL) will be available at the time of implementation.
- AES or any other type of encryption for mobiles and portables are available at the time of implementation.
- Porterville PD will provide the prerequisite IT infrastructure including domain controllers, Email server etc. for UEM Lite Email notifications.
- MC-Edge Aux I/O servers, Remote Terminal Units (RTU) and Unified Event Management (UEM) are not included in this proposal.
- Any third-party interfaces including fire station alerting, logging recorder, paging, CAD, 911 and telephony (if applicable) are not included in this proposal.
- Logging recorder solution is not included in this proposal. Porterville PD will use their existing logging recorder. Any upgrade of the logging recorder to support the logging of all digital channels will be the responsibility of Porterville PD.
- The three (3) new APX 8500 Consolettes will connect to the existing control station antennas and lines. If these antenna and lines does not meet the Motorola specifications then these will be replaced and handled via the Change Order Process.
- Training is not included in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials found during site investigations, construction or equipment installation will be the responsibility of the Porterville PD.
- Stormwater management requirements, plans or implementation have not been included.
- No changes need to be accommodated in scope for concrete trucks, shelter delivery, and special transport/install equipment like cranes.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- AM detuning or electromagnetic emission studies will not be required.

- A clear obstruction-free access exists from the antenna location to the equipment room.
- Any deficiencies identified during the preventative maintenance event will be the responsibility of Porterville PD.
- Performance bond is not required.
- Prevailing wages are required.
- Union labor is not required.
- Work is performed on non-holidays during normal business hours, Monday - Friday, 7:30am – 5:00pm.
- Any changes in design, scope, and schedule would be handled through a change order process.
- Motorola proposed solution is based on upgradability of existing legacy equipment. If the legacy equipment cannot be upgraded, additional costs may be incurred for replacement components and associated labor, which would be handled through a change order. Motorola will present the findings after the site walks prior to CDR.

The following items are excluded from the design. If desired, these can be purchased outside this contract.

- Furniture for the dispatch operators.
- Logging recorder or interfaces to a logging recorder.
- Backhaul or Network links.
- Power Backup System.

Computer Aided Dispatch (CAD) or Console Dispatch Interface (CADI).

Section 3

Project Schedule

We are currently estimating the project implementation to take approximately 9 months. The dates for the implementation are highly dependent on the contract award date, equipment shipment lead times, resource availability and site readiness. Final project schedule will be developed based upon mutual agreement between Motorola Solutions and Porterville PD at the Contract Design Review.

Section 4

Acceptance Test Plan

4.1 Conventional Tests

4.1.1 Active Call During Transition to Wide Area Conventional Mode

1. DESCRIPTION

The Conventional Site Controller (CSC) is an optional device that is installed at a console site. The CSC provides fallback capability for the console site and conventional channels colocated with this site when the link between a console site and the zone controller is lost. Such way of operating is called Site Conventional mode.

This test demonstrates the ability for an active site conventional call to transition to wide conventional with minimal interruption. The active call will be interrupted for a short period.

Note: Configure the method to detect inbound radio transmission to VOX.

SETUP

RADIO-1 - CONVCH1
RADIO-1 - SITE - CONVSITE-1

CONSOLE-1 - CONVCH1
CONSOLE-1 - SITE - CONVSITE-1

CONSOLE-2 - CONVCH1
CONSOLE-2 - SITE - CONSITE-1
CSC - SITE - CONVSITE-1

CCGW-1 - CONVCH1
CCGW-1 - SITE - CONVSITE-1

2. TEST

- Step 1 Disconnect the CONSITE1 link and verify that CONSOLE-1 provides an indication that the CONVSITE-1 has entered into site conventional mode.
- Step 2 Initiate a conventional call on CONVCH1 with RADIO-1.
- Step 3 Verify that CONSOLE-1 hears RADIO-1. Continue to transmit the call through the duration of the test.
- Step 4 Put CONVSITE1 into wide area conventional mode by connecting the CONSITE1 link.
- Step 5 Verify that the RADIO-1 call continues with a brief interruption while the CONVSITE1 transitions into wide area conventional mode. (Note: CONSOLE-1 will briefly stop hearing RADIO-1, but then the call will resume once back into wide area conventional mode).
- Step 6 Verify that CONSOLE-1 continues to hear RADIO-1 after transitioning to wide area conventional mode.
- Step 7 End the CONVCH1 call.

Pass _____ Fail _____

Conventional Tests

4.1.2 Active Conventional Call During Transition to, and in Site Conventional Mode

1. DESCRIPTION

The CSC provides fallback capability for the console site and conventional channels collocated with this site when the link between a console site and the zone controller is lost. Such way of operating is called Site Conventional mode.

This test will demonstrate that the active conventional calls are transferred to the Conventional Site Controller (CSC) during Wide area to site conventional transition.

SETUP

RADIO-1 - CONVCH1
RADIO-1 - SITE - CONVSITE1

CONSOLE-1 - CONVCH1
CONSOLE-1 - SITE - CONSITE1
CONSOLE-2 - CONVCH1
CONSOLE-2 - SITE - CONSITE1

CSC - SITE CONVSITE1

CCGW-1 - CONVCH1
CCGW-1 - SITE - CONVSITE1

Note: Configure the method to detect inbound radio transmission to VOX

2. TEST

- Step 1 Initiate a call with RADIO-1 on CONVCH1. Continue to transmit this call until the completion of the test.
- Step 2 Verify that CONSOLE-1 and CONSOLE-2 hear RADIO-1 audio.
- Step 3 Put CONVSITE1 into site conventional mode by disconnecting the site link.
- Step 4 CONVSITE1 transitions to site conventional mode. For a short period of time CONSOLE-1 and CONSOLE-2 stop hearing RADIO-1 audio. Verify that CONSOLE-1 and CONSOLE-2 join the call again and continue to hear audio from RADIO-1.
- Step 5 End the CONVCH1 call on RADIO-1.
- Step 6 Verify from CONSOLE-1 or CONSOLE-2 that site conventional mode is active.
- Step 7 Initiate a call on CONVCH1 from CONSOLE-1.
- Step 8 Verify that RADIO-1, RADIO-2 and CONSOLE-2 hear audio from CONSOLE-1 on CONVCH1.
- Step 9 De-key CONSOLE-1 and key-up CONSOLE-2 on CONVCH1. Verify that RADIO-1, RADIO-2 and CONSOLE-1 hear audio from CONSOLE-2 on CONVCH1.
- Step 10 Return the system to normal operation by connecting the site link.

Pass ____ Fail ____

Conventional Tests

4.1.3 Conventional Comparator Force Vote Using Customer Service Software (CSS)

1. DESCRIPTION

The user has the ability to send a “Force Vote” command to a Conventional Comparator. Force voting allows the user to customize or test the audio paths of the system.

SETUP

RADIO-1 – CONVCH1
RADIO-2 - CONVCH1

2. TEST

- Step 1 Using a client with CSS, enable the “Force Vote” command on one site and verify the “Force Vote” on CSS is active.
- Step 2 Initiate a call on CONVCH1 using RADIO-1 and verify the audio is received from the force-voted site on RADIO-2.
- Step 3 In CSS, disable the “Force Vote” command on the site and verify the “Force Vote” on the CSS is deactivated.
- Step 4 Repeat steps 1-3 on all sites.

Pass _____ Fail _____

Conventional Tests

4.1.4 Conventional Comparator Vote Disable Using Customer Service Software (CSS)

1. DESCRIPTION

The user has the ability to send a "Vote Disable" command to a Conventional Comparator. A Vote Disable allows the user to customize or test the audio paths of the system.

SETUP

RADIO-1 – CONVCH1
RADIO-2 - CONVCH1

2. TEST

- Step 1 Using a client with CSS, enable the "Vote Disable" command on one site and verify the "Vote Disable" on CSS is active.
- Step 2 Initiate a call on CONVCH1 using RADIO-1 and verify the audio is received from a site other than the vote disabled site on RADIO-2 (using CSS).
- Step 3 In CSS, unselect the "Vote Disable" command on the site and verify the "Vote Disable" on the CSS is deactivated.
- Step 4 Repeat steps 1-3 on all sites.

Pass _____ Fail _____

Conventional Tests

4.1.5 Conventional Radio Resource Call – Clear Mode

1. DESCRIPTION

Subscribers can communicate to each other through a repeater that is selected via the channel selector on the individual radio.

The signals that are received from the subscriber radio are repeated so that other radios on that channel will be able to hear and participate in the conversation.

SETUP

RADIO-1 - CONVCH1
RADIO-1 - CONVSITE1
RADIO-2 - CONVCH1
RADIO-2 - CONVSITE1

2. TEST

- Step 1 Initiate a analog CONVCH1 call on RADIO-1.
- Step 2 Verify RADIO-2 can monitor and respond to the call on CONVCH1.
- Step 3 Initiate an analog CONVCH1 call on RADIO-2.
- Step 4 Verify RADIO-1 can monitor and respond to the call on CONVCH1.
- Step 5 Repeat above tests for each repeater channel.

Pass_____ Fail_____

Conventional Tests

4.1.6 Conventional Radio Resource Call - Coded Mode

1. DESCRIPTION

Subscribers can communicate to each other through a repeater that is selected via the channel selector on the individual radio in a coded/secure call. The signals that are received by the subscriber radio are repeated so that only other radios on that channel that have secure capability with the correct encryption key will be able to participate in the conversation.

SETUP

RADIO-1 - CONVCH1 (SECURE)
RADIO-1 - CONVSITE1
RADIO-2 - CONVCH1 (SECURE)
RADIO-2 - CONVSITE1
RADIO-3 - CONVCH1 (Not secure or no/incorrect encryption key)
RADIO-3 - CONVSITE1

2. TEST

- Step 1 Step 1 Initiate an analog call on RADIO-1 in the coded mode.
- Step 2 Verify RADIO-2 can monitor and respond to the CONVCH1 call (coded).
- Step 3 Verify that RADIO-3 does not hear the conversation even though it is on the same channel as RADIO-1 and RADIO-2.
- Step 4 Initiate an analog call on RADIO-1 in the clear mode.
- Step 5 Verify communications on RADIO-2 and RADIO-3.
- Step 6 Repeat Steps 1 through 5 for each repeater channel.

Pass _____ Fail _____

4.2 MCC 7500E Conventional Resources

4.2.1 Secure Patch Operation - Conventional

1. DESCRIPTION

The Patch feature allows the dispatcher to merge several resources together enabling them to participate in a single conversation. This can be used for temporarily merging two or more channels together to act as one larger group. In a patch group, the members can receive calls from the console and they can transmit to all other members of the patch group.

SETUP

RADIO-1 - CONVCH1 (Secure TX Mode)
RADIO-2 - CONVCH2 (Secure TX Mode)
RADIO-3 - CONVCH1 (incorrect or no secure key loaded)
CONSOLE-1 - CONVCH1 and CONVCH2

2. TEST

- | | | |
|--------|--------|---|
| Step 1 | Step 1 | Using CONSOLE-1 create a secure patch between CONVCH1 and CONVCH2. |
| Step 2 | | Initiate a patch call from CONSOLE-1. |
| Step 3 | | Verify RADIO-1 and RADIO-2 can monitor the call. Also verify RADIO-3 cannot monitor the call because the correct key is not configured for the radio. |
| Step 4 | | Initiate a call on CONVCH1 from RADIO-1. |
| Step 5 | | Observe that RADIO-2 and CONSOLE-1 are able to monitor and respond to the call. |
| Step 6 | | Dissolve the patch. |

Pass_____ Fail_____

MCC 7500E Conventional Resources

4.2.2 Conventional Comparator Force Vote

1. DESCRIPTION

The console user has the ability to send a “Force Vote” command to a Conventional Comparator. Force voting allows the user to customize the audio of the system..

SETUP

RADIO-1 – CONVCH1

CONSOLE-1 - CONVCH1

CONSOLE-1 - Configured with Voting Display and Control

2. TEST

- Step 1 On CONSOLE-1, enable the “Force Vote” command on one site and verify the “Force Vote” on CONSOLE-1 is active.
- Step 2 Initiate a call on CONVCH1 using RADIO-1 and verify the audio is received from the force-voted site.
- Step 3 From CONSOLE-1, disable the “Force Vote” command on the site and verify the “Force Vote” on the console is deactivated.

Pass ____ Fail ____

4.3 Signoff Certificate

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

Section 5

Equipment List

This section lists the equipment necessary for the proposed solution.

5.1 Porterville Police Department

SUB SYS	BLOCK	L I M	O	QTY	NOMENCLATURE	DESCRIPTION
Scenic Hills Heights	GTR_FD1	1	-	1	T7039A	BASE RADIO, GTR 8000
Scenic Hills Heights	GTR_FD1	1	a	1	CA04110AA	ADD: ASTRO NEXT SYSTEM RELEASE 2025.X
Scenic Hills Heights	GTR_FD1	1	b	1	X530BG	ADD: VHF (136-174 MHZ)
Scenic Hills Heights	GTR_FD1	1	c	1	CA03089AA	ADD: ANALOG CONV IP VOTING--SIMUL
Scenic Hills Heights	GTR_FD1	1	d	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
Scenic Hills Heights	GTR_FD1	1	e	1	CA01951AA	ADD: ANALOG CONVENTIONAL VOTING SW
Scenic Hills Heights	GTR_FD1	1	f	1	CA01950AA	ADD: CONV MULTI-NAC MULTI-PL
Scenic Hills Heights	GTR_FD1	1	g	1	X153AW	ADD: RACK MOUNT HARDWARE
Scenic Hills Heights	GTR_FD1	1	h	1	CA01400AA	ADD: POWER CABLE, DC
Scenic Hills Heights	GTR_FD1	1	i	1	X699AA	ADD: FACTORY TEST REPORT
Scenic Hills Heights	GPW_FD2	2	-	1	T7540A	GPW 8000 RECEIVER
Scenic Hills Heights	GPW_FD2	2	a	1	CA04110AA	ADD: ASTRO NEXT SYSTEM RELEASE 2025.X
Scenic Hills Heights	GPW_FD2	2	b	1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
Scenic Hills Heights	GPW_FD2	2	c	1	X530BH	ADD: VHF (136-174 MHZ)

SUB SYS	BLOCK	L I M	O	QTY	NOMENCLATURE	DESCRIPTION
Scenic Hills Heights	GPW_FD2	2	d	1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
Scenic Hills Heights	GPW_FD2	2	e	1	CA03090AB	ADD: RX ANALOG CONV IP VOTING--SIMUL
Scenic Hills Heights	GPW_FD2	2	f	1	CA01950AB	ADD: CONV MULTI-NAC MULTI-PL
Scenic Hills Heights	GPW_FD2	2	g	1	CA01400AA	ADD: POWER CABLE, DC
Scenic Hills Heights	GPW_FD2	2	h	1	X153AW	ADD: RACK MOUNT HARDWARE
Scenic Hills Heights	GTR8000	3	-	1	T7140A	SOFTWARE UPGRADE, G-SERIES SITE EQUIPMENT
Scenic Hills Heights	GTR8000	3	a	3	CA01615AA	ADD: ASTRO 25 CONV BR SW UPGRADE
Scenic Hills Heights	GTR8000	4	-	1	T7140A	SOFTWARE UPGRADE, G-SERIES SITE EQUIPMENT
Scenic Hills Heights	GTR8000	4	a	3	CA02211AA	ADD:ANALOG CONV TO DIGITAL CONV BR SW UPG
Scenic Hills Heights	GTR8000	4	b	3	CA01505AA	ADD: ASTRO 25 CONVENTIONAL VOTING SOFTWARE
Scenic Hills Heights	ROUTER	5	-	1	T8492A	ROUTER, RADIO SITE ROUTER AND FIREWALL - AC
Scenic Hills Heights	ROUTER	5	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
Scenic Hills Heights	ROUTER	5	b	1	CA03448AA	ADD: STATEFUL FIREWALL
Scenic Hills Heights	SWITCH	6	-	1	CLN9066A	NETWORK SWITCH, JUNIPER EX4100 24-PORT NON TAA
Porterville PD	OP_POS_LI C	7	-	1	B1948A	SOFTWARE LICENSES, MCC7500E DISPATCH POSITION
Porterville PD	OP_POS_LI C	7	a	6	UA00658AA	ADD: SECURE OPERATION LICENSE
Porterville PD	OP_POS_LI C	7	b	6	UA00659AA	ADD: ADP--AES--DES-OFB SOFTWARE ALGORITHMS
Porterville PD	OP_POS_LI C	8	-	1	B1949A	MCC 7500E SOFTWARE DVD

SUB SYS	BLOCK	L	O	QTY	NOMENCLATURE	DESCRIPTION
		I				
		M				
Porterville PD	OP_POS_LI C	8	a	6	CA03321AA	ADD: DISPATCH POSITION SOFTWARE REFRESH
Sierra View Hospital	GTR_PD2	9	-	1	T7039A	BASE RADIO, GTR 8000
Sierra View Hospital	GTR_PD2	9	a	1	CA04110AA	ADD: ASTRO NEXT SYSTEM RELEASE 2025.X
Sierra View Hospital	GTR_PD2	9	b	1	X640AL	ADD: UHF R2 (435-524 MHZ)
Sierra View Hospital	GTR_PD2	9	c	1	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
Sierra View Hospital	GTR_PD2	9	d	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
Sierra View Hospital	GTR_PD2	9	e	1	CA01505AA	ADD: ASTRO 25 CONVENTIONAL VOTING SOFTWARE
Sierra View Hospital	GTR_PD2	9	f	1	CA01950AA	ADD: CONV MULTI-NAC MULTI-PL
Sierra View Hospital	GTR_PD2	9	g	1	X153AW	ADD: RACK MOUNT HARDWARE
Sierra View Hospital	GTR_PD2	9	h	1	CA01400AA	ADD: POWER CABLE, DC
Sierra View Hospital	GTR_PD2	9	i	1	X699AA	ADD: FACTORY TEST REPORT
Sierra View Hospital	GPW_PD1_ TAC	1 0	-	1	T7540A	GPW 8000 RECEIVER
Sierra View Hospital	GPW_PD1_ TAC	1 0	a	1	CA04110AA	ADD: ASTRO NEXT SYSTEM RELEASE 2025.X
Sierra View Hospital	GPW_PD1_ TAC	1 0	b	1	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
Sierra View Hospital	GPW_PD1_ TAC	1 0	c	2	X640AN	ADD: UHF R2 (435-524 MHZ)
Sierra View Hospital	GPW_PD1_ TAC	1 0	d	1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE

SUB SYS	BLOCK	L I M	O	QTY	NOMENCLATURE	DESCRIPTION
Sierra View Hospital	GPW_PD1_TAC	10	e	2	CA01948AB	ADD: CONVENTIONAL SOFTWARE R--X ONLY
Sierra View Hospital	GPW_PD1_TAC	10	f	2	CA01950AB	ADD: CONV MULTI-NAC MULTI-PL
Sierra View Hospital	GPW_PD1_TAC	10	g	1	CA01400AA	ADD: POWER CABLE, DC
Sierra View Hospital	GPW_PD1_TAC	10	h	1	X153AW	ADD: RACK MOUNT HARDWARE
Sierra View Hospital	GPW_FD1	11	-	1	T7540A	GPW 8000 RECEIVER
Sierra View Hospital	GPW_FD1	11	a	1	CA04110AA	ADD: ASTRO NEXT SYSTEM RELEASE 2025.X
Sierra View Hospital	GPW_FD1	11	b	1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
Sierra View Hospital	GPW_FD1	11	c	1	X530BH	ADD: VHF (136-174 MHZ)
Sierra View Hospital	GPW_FD1	11	d	1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
Sierra View Hospital	GPW_FD1	11	e	1	CA03090AB	ADD: RX ANALOG CONV IP VOTING--SIMUL
Sierra View Hospital	GPW_FD1	11	f	1	CA01950AB	ADD: CONV MULTI-NAC MULTI-PL
Sierra View Hospital	GPW_FD1	11	g	1	CA01400AA	ADD: POWER CABLE, DC
Sierra View Hospital	GPW_FD1	11	h	1	X153AW	ADD: RACK MOUNT HARDWARE
Sierra View Hospital	ROUTER	12	-	1	T8492A	ROUTER, RADIO SITE ROUTER AND FIREWALL - AC

SUB SYS	BLOCK	L I M	O	QTY	NOMENCLATURE	DESCRIPTION
Sierra View Hospital	ROUTER	1 2	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
Sierra View Hospital	ROUTER	1 2	b	1	CA03448AA	ADD: STATEFUL FIREWALL
Sierra View Hospital	SWITCH	1 3	-	1	CLN9066A	NETWORK SWITCH, JUNIPER EX4100 24-PORT NON TAA
Sierra View Hospital	RFDS	1 4	-	1	DQSPD3687CUHFDP	MULTICOUPLER - DUPLEXER SYSTEM SIERRA VIEW HOSPITAL SITE
Fire Station 71	GTR_FD2	1 5	-	1	T7039A	BASE RADIO, GTR 8000
Fire Station 71	GTR_FD2	1 5	a	1	CA04110AA	ADD: ASTRO NEXT SYSTEM RELEASE 2025.X
Fire Station 71	GTR_FD2	1 5	b	1	X530BG	ADD: VHF (136-174 MHZ)
Fire Station 71	GTR_FD2	1 5	c	1	CA03089AA	ADD: ANALOG CONV IP VOTING--SIMUL
Fire Station 71	GTR_FD2	1 5	d	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
Fire Station 71	GTR_FD2	1 5	e	1	CA01951AA	ADD: ANALOG CONVENTIONAL VOTING SW
Fire Station 71	GTR_FD2	1 5	f	1	CA01950AA	ADD: CONV MULTI-NAC MULTI-PL
Fire Station 71	GTR_FD2	1 5	g	1	X153AW	ADD: RACK MOUNT HARDWARE
Fire Station 71	GTR_FD2	1 5	h	1	CA01400AA	ADD: POWER CABLE, DC
Fire Station 71	GTR_FD2	1 5	i	1	X699AA	ADD: FACTORY TEST REPORT
Fire Station 71	ROUTER	1 6	-	1	T8492A	ROUTER, RADIO SITE ROUTER AND FIREWALL - AC
Fire Station 71	ROUTER	1 6	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
Fire Station 71	ROUTER	1 6	b	1	CA03448AA	ADD: STATEFUL FIREWALL

SUB SYS	BLOCK	L	O	QTY	NOMENCLATURE	DESCRIPTION
Fire Station 71	SWITCH	17	-	1	CLN9066A	NETWORK SWITCH, JUNIPER EX4100 24-PORT NON TAA
Fire Station 71	RFDS	18	-	1	DQSPD3687CVHFDP	MULTICOUPLER - DUPLEXER SYSTEM FIRE STATION 71 SITE
Fire Station 71	ANTENNA	19	-	1	DSBA4041P	OMNI, EXPOSED DIPOLE ARRAY, 3DBD, 136-174MHZ, PIM RATED
Fire Station 71	ANTENNA	20	-	2	DSUC1	ANTENNA CLAMPS, KIT OF 1 FOR .75 IN TO 3.0 IN OD
Fire Station 71	UPPERJUMPR	21	-	15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
Fire Station 71	UPPERJUMPR	22	-	2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
Fire Station 71	UPPERJUMPR	23	-	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
Fire Station 71	MAINLINE	24	-	200	DSEC550A	COAXIAL CABLE, "A" SERIES 7/8 IN 50 OHM CORRUGATED COPPER W/ BLACK PE
Fire Station 71	MAINLINE	25	-	2	DS4310F50V78N1	CONNECTOR, 4.3-10 FEMALE INTERFACE FOR EC5-50-A
Fire Station 71	MAINLINE	26	-	5	DSGKNM	STANDARD GROUND KIT FOR 5/8", 7/8" (21.3- 28.7MM) EW85, EW90, WE108, EW127, WE130, E130, EW132 AND WE150 CABLE, INCLUDES 5' LEAD WITH UNATTACHED 3/8" 2- HOLE LUG
Fire Station 71	MAINLINE	27	-	1	DSHG78L	HOISTING GRIP, PRE-LACED, 7/8 IN CORRUGATED COAX
Fire Station 71	ANTACC	28	-	7	DSBH78	BH-78 BUTTERFLY HANGER FOR 7/8 AIRCELL COAX,PKG OF 10
Fire Station 71	SURGE	29	-	1	DSVHF50B43MABD	4.3-10 M/F RF SPD, 100-520MHZ, DC BLOCK, 750W, 20KA, BKT DN
Fire Station 71	LOWERJUMPR	30	-	35	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
Fire Station 71	LOWERJUMPR	31	-	2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
Sierra View Hospital	UPPERJUMPR	32	-	15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
Sierra View Hospital	UPPERJUMPR	33	-	2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
Sierra View Hospital	UPPERJUMPR	34	-	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT

SUB SYS	BLOCK	L	O	QTY	NOMENCLATURE	DESCRIPTION
		I				
		M				
Sierra View Hospital	MAINLINE	35	-	200	DSEC550A	COAXIAL CABLE, "A" SERIES 7/8 IN 50 OHM CORRUGATED COPPER W/ BLACK PE
Sierra View Hospital	MAINLINE	36	-	2	DS4310F50V78N1	CONNECTOR, 4.3-10 FEMALE INTERFACE FOR EC5-50-A
Sierra View Hospital	MAINLINE	37	-	5	DSGKNM	STANDARD GROUND KIT FOR 5/8", 7/8" (21.3- 28.7MM) EW85, EW90, WE108, EW127, WE130, E130, EW132 AND WE150 CABLE, INCLUDES 5' LEAD WITH UNATTACHED 3/8" 2- HOLE LUG
Sierra View Hospital	MAINLINE	38	-	1	DSHG78L	HOISTING GRIP, PRE-LACED, 7/8 IN CORRUGATED COAX
Sierra View Hospital	ANTACC	39	-	7	DSBH78	BH-78 BUTTERFLY HANGER FOR 7/8 AIRCELL COAX,PKG OF 10
Sierra View Hospital	SURGE	40	-	1	DSVHF50B43MABU	4.3-10 M/F RF SPD, 100-520MHZ, DC BLOCK, 750W, 20KA, BKT UP
Sierra View Hospital	LOWERJUM PR	41	-	35	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET
Sierra View Hospital	LOWERJUM PR	42	-	2	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF
Sierra View Hospital	ANTENNA	43	-	1	DSBA4041P	OMNI, EXPOSED DIPOLE ARRAY, 3DBD, 136-174MHZ, PIM RATED
Sierra View Hospital	ANTENNA	44	-	2	DSUC1	ANTENNA CLAMPS, KIT OF 1 FOR .75 IN TO 3.0 IN OD
Sierra View Hospital	ANTENNA	45	-	1	DSDS4F03P36UM	450-470MHZ, SINGLE FEED OMNI ,3DB GAIN, LOW PIM,HI PIP, 4.3-10 FEMALE
Sierra View Hospital	UPPERJUM PR	46	-	15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
Sierra View Hospital	UPPERJUM PR	47	-	2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
Sierra View Hospital	UPPERJUM PR	48	-	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
Sierra View Hospital	MAINLINE	49	-	200	DSEC550A	COAXIAL CABLE, "A" SERIES 7/8 IN 50 OHM CORRUGATED COPPER W/ BLACK PE
Sierra View Hospital	MAINLINE	50	-	2	DS4310F50V78N1	CONNECTOR, 4.3-10 FEMALE INTERFACE FOR EC5-50-A
Sierra View Hospital	MAINLINE	51	-	5	DSGKNM	STANDARD GROUND KIT FOR 5/8", 7/8" (21.3- 28.7MM) EW85, EW90, WE108, EW127, WE130, E130, EW132 AND WE150

SUB SYS	BLOCK	L	O	QTY	NOMENCLATURE	DESCRIPTION
						CABLE, INCLUDES 5' LEAD WITH UNATTACHED 3/8" 2- HOLE LUG
Sierra View Hospital	MAINLINE	5 2	-	1	DSHG78L	HOISTING GRIP, PRE-LACED, 7/8 IN CORRUGATED COAX
Sierra View Hospital	ANTACC	5 3	-	7	DSBH78	BH-78 BUTTERFLY HANGER FOR 7/8 AIRCELL COAX,PKG OF 10
Sierra View Hospital	SURGE	5 4	-	1	DSVHF50B43MABD	4.3-10 M/F RF SPD, 100-520MHZ, DC BLOCK, 750W, 20KA, BKT DN
Sierra View Hospital	LOWERJUM PR	5 5	-	35	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
Sierra View Hospital	LOWERJUM PR	5 6	-	2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
Porterville PD	GRV_PD1_T AC	5 7	a	1	CA04110AA	ADD: ASTRO NEXT SYSTEM RELEASE 2025.X
Porterville PD	GRV_PD1_T AC	5 7	b	2	CA03084AA	ADD: COMPARATOR
Porterville PD	GRV_PD1_T AC	5 7	c	1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
Porterville PD	GRV_PD1_T AC	5 7	d	1	CA03320AA	ADD: ASTRO 25 CONVENTIONAL SOFTWARE
Porterville PD	GRV_PD1_T AC	5 7	e	1	CA03316AA	ADD: DIGITAL CONV VOTING SOFTWARE
Porterville PD	GRV_PD1_T AC	5 7	f	1	X153AW	ADD: RACK MOUNT HARDWARE
Porterville PD	GRV_PD1_T AC	5 7	g	1	CA01400AA	ADD: POWER CABLE, DC
Porterville PD	GRV_PD2	5 8	-	1	T8341A	GRV 8000 COMPARATOR
Porterville PD	GRV_PD2	5 8	a	1	CA04110AA	ADD: ASTRO NEXT SYSTEM RELEASE 2025.X
Porterville PD	GRV_PD2	5 8	b	1	CA03084AA	ADD: COMPARATOR
Porterville PD	GRV_PD2	5 8	c	1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
Porterville PD	GRV_PD2	5 8	d	1	CA03320AA	ADD: ASTRO 25 CONVENTIONAL SOFTWARE
Porterville PD	GRV_PD2	5 8	e	1	CA03316AA	ADD: DIGITAL CONV VOTING SOFTWARE

SUB SYS	BLOCK	L I M	O	QTY	NOMENCLATURE	DESCRIPTION
Porterville PD	GRV_PD2	5 8	f	1	X153AW	ADD: RACK MOUNT HARDWARE
Porterville PD	GRV_PD2	5 8	g	1	CA01400AA	ADD: POWER CABLE, DC
Porterville PD	GRV_FD1_F D2	5 9	-	1	T8341A	GRV 8000 COMPARATOR
Porterville PD	GRV_FD1_F D2	5 9	a	1	CA04110AA	ADD: ASTRO NEXT SYSTEM RELEASE 2025.X
Porterville PD	GRV_FD1_F D2	5 9	b	2	CA03084AA	ADD: COMPARATOR
Porterville PD	GRV_FD1_F D2	5 9	c	1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
Porterville PD	GRV_FD1_F D2	5 9	d	1	CA01949AC	ADD: ANALOG CONV ONLY SW
Porterville PD	GRV_FD1_F D2	5 9	e	1	CA01951AC	ADD: ANALOG CONV VOTING SW
Porterville PD	GRV_FD1_F D2	5 9	f	1	X153AW	ADD: RACK MOUNT HARDWARE
Porterville PD	GRV_FD1_F D2	5 9	g	1	CA01400AA	ADD: POWER CABLE, DC
Porterville PD	CONSOLETT E_PD	6 0	-	3	L37TSS9PW1CN	ALL BAND CONSOLETT CN
Porterville PD	CONSOLETT E_PD	6 0	a	3	GA00318AB	ADD: 5Y ESSENTIAL SERVICE
Porterville PD	CONSOLETT E_PD	6 0	b	3	QA07940AA	ADD: AES, NO ADP
Porterville PD	CONSOLETT E_PD	6 0	c	3	CA01598AB	ADD: AC LINE CORD US
Porterville PD	CONSOLETT E_PD	6 0	d	3	G51AT	SOFTWARE LICENSE ENH:SMARTZONE
Porterville PD	CONSOLETT E_PD	6 0	e	3	GA05507AA	DEL: DELETE 7--800MHZ BAND
Porterville PD	CONSOLETT E_PD	6 0	f	3	GA05508AA	DEL: DELETE VHF BAND
Porterville PD	CONSOLETT E_PD	6 0	g	3	L999AG	ADD: FULL FP W--E5--KEYPAD--CLOCK--VU
Porterville PD	CONSOLETT E_PD	6 0	h	3	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX

SUB SYS	BLOCK	L	O	QTY	NOMENCLATURE	DESCRIPTION
		I				
		M				
Porterville PD	CONSOLETT E_PD	6 0	i	3	QA09113AB	ADD: BASELINE RELEASE SW
Porterville PD	CONSOLETT E_PD	6 0	j	3	W22BA	ADD: STD PALM MICROPHONE APX
Porterville PD	CONSOLETT E_PD	6 0	k	3	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX
Porterville PD	CONSOLETT E_PD	6 1	-	3	HKN6233C	MOBILE RADIO APX CONSOLETT RACK MOUNT KIT
Porterville PD	CONSOLETT E_PD	6 2	-	1	HKN6184D	CABLE, ASSEMBLY,USB PROGRAMMING CABLE
Porterville PD	CORE	6 3	-	1	SQM01SUM0250A	K CORE UPGRADE OR EXPANSION
Porterville PD	CORE	6 3	a	1	CA03201AE	ADD: K-CORE EXPANSION A2024.1
Porterville PD	CORE	6 3	b	1	CA03201AE-P	ADD: K-CORE EXPANSION A2024.1 PRICE
Porterville PD	CORE	6 3	c	1	CA02258AG	ADD: APPLICATION SERVER ESXI 8, RHEL 8
Porterville PD	CORE	6 3	d	1	CA02258AG-P	ADD: APPLICATION SERVER PRICE ESXI 8, RHEL 8
Porterville PD	CORE	6 3	e	1	CA03854AA	ADD: JUNIPER FIREWALL APPLIANCE
Porterville PD	CORE	6 3	f	1	CA03854AA-P	ADD: JUNIPER FIREWALL APPLIANCE PRICE
Porterville PD	CORE	6 3	g	2	CA01896AB	ADD: BACKHAUL SWITCH
Porterville PD	CORE	6 3	h	2	CA01896AB-P	ADD: BACKHAUL SWITCH PRICE
Porterville PD	CORE	6 3	i	1	UA00247AA	ADD: UEM LITE SESSION
Porterville PD	CORE	6 3	j	1	UA00256AA	ADD: UEM LITE EMAIL NOTIFICATION
Porterville PD	RNI/DMZ SWITCH	6 4	-	1	CLN9066A	NETWORK SWITCH, JUNIPER EX4100 24-PORT NON TAA
Porterville PD	CEN SWITCH	6 5	-	1	CLN9066A	NETWORK SWITCH, JUNIPER EX4100 24-PORT NON TAA
Porterville PD	BORDER ROUTER	6 6	-	1	T8920A	GGM 8000 GATEWAY (LIMITED TEMP)

SUB SYS	BLOCK	L	O	QTY	NOMENCLATURE	DESCRIPTION
Porterville PD	BORDER ROUTER	66	a	1	CA04040AA	ADD: GGM 8000 BORDER RTR LMTD TEMP
Porterville PD	BORDER ROUTER	66	b	1	CA04041AA	ADD: AC POWER LIMTD TEMP
Porterville PD	CORE	67	-	1	SQM01SUM0250A	K CORE UPGRADE OR EXPANSION
Porterville PD	CORE	67	a	1	CA02257AF	ADD: K CORE SOFTWARE UPGRADE
Porterville PD	CORE	67	b	1	CA02257AF-P	ADD: K CORE SOFTWARE UPGRADE PRICE
Porterville PD	POWERSURGE	68	-	2	DSACPDU6N120SN2T	AC PDU, RACKMOUNT, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
Sierra View Hospital	UPS	69	-	1	DS9PXXR18002060S	UPS, 9PX, 1800W, 120V, SOFTWIRED, 60 MIN RUNTIME RACKMOUNT
Sierra View Hospital	POWERSURGE	70	-	2	DSACPDU6N120SN2T	AC PDU, RACKMOUNT, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
Sierra View Hospital	ACCESSORIES	71	-	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
Sierra View Hospital	ACCESSORIES	72	-	1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
Sierra View Hospital	RACK	73	-	1	TRN7343A	RACK 7.5'
Sierra View Hospital	RFDS	74	-	1	DSMWF1CUN	138-174MHZ VHF MILLED RX WINDOW FILTER, 65DB ISOLATION, 1-2MHZ PASSBAND,WITH N-TYPE
Scenic Hills Heights	POWERSURGE	75	-	1	DSACPDU6N120SN2T	AC PDU, RACKMOUNT, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
Scenic Hills Heights	ACCESSORIES	76	-	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
Scenic Hills Heights	ACCESSORIES	77	-	1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
Scenic Hills Heights	RFDS	78	-	1	DSMWF1CUN	138-174MHZ VHF MILLED RX WINDOW FILTER, 65DB ISOLATION, 1-2MHZ PASSBAND,WITH N-TYPE
Fire Station 71	POWERSURGE	79	-	1	DSACPDU6N120SN2T	AC PDU, RACKMOUNT, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
Fire Station 71	ACCESSORIES	80	-	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS

SUB SYS	BLOCK	L	O	QTY	NOMENCLATURE	DESCRIPTION
Fire Station 71	ACCESSORIES	81	-	1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
Porterville PD	SPARES	82	-	1	DLN8028A	FRU: GRV MAIN MODULE
Porterville PD	SPARES	83	-	1	DLN6455R	KIT,CONFIGURATION SERVICE SOFTWARE
Porterville PD	SPARES	84	-	1	DLN6897A	FRU: PA VHF
Porterville PD	SPARES	85	-	1	DLN6893A	FRU: XCVR VHF V2 W/OPTION CARD
Porterville PD	SPARES	86	-	1	DLN6898A	FRU: FAN MODULE
Porterville PD	SPARES	87	-	1	DLN6896A	FRU: PA UHF R2
Porterville PD	SPARES	88	-	1	DLN6887A	FRU: XCVR UHF R2 V2 PWR EFF OPT CRD
Porterville PD	SPARES	89	-	1	DLN6898A	FRU: FAN MODULE
Porterville PD	SPARES	90	-	1	CLN9066A	NETWORK SWITCH, JUNIPER EX4100 24-PORT NON TAA
Porterville PD	SPARES	91	-	1	T8492A	ROUTER, RADIO SITE ROUTER AND FIREWALL - AC
Porterville PD	SPARES	91	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
Porterville PD	SPARES	91	b	1	CA03448AA	ADD: STATEFUL FIREWALL

Section 6

Essential Plus Services Support Description

6.1 Solution Overview

Essential Plus Services for ASTRO® 25 infrastructure will provide Porterville PD with the support needed to detect and resolve unforeseen issues. Essential Plus Services consist of the following elements:

- Remote Technical Support
- Network Hardware Repair
- Security Update Service (SUS)
- On-site Infrastructure Response
- Annual Preventive Maintenance

Together, these elements will help to avoid operational disruptions and maintain the value of Porterville PD's communications investment.

6.2 Essential Plus Element Descriptions

The following sections describe the elements proposed for Porterville PD's ASTRO 25 infrastructure.

6.2.1 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) will provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with Porterville PD to help diagnose, troubleshoot and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

6.2.2 Network Hardware Repair

To restore Porterville PD's ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

6.2.3 Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. Therefore, they may at sometimes inadvertently disrupt ASTRO

25 networks such as the one proposed to Porterville PD. Motorola Solutions will test anti-virus, operating system and other software patches to check their compatibility with ASTRO 25.

Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to Porterville PD. If there are any recommended configuration changes, warnings or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. When tested updates have been posted, Porterville PD will need to download and install them.

6.2.4 On-Site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to Porterville PD's ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Essential Plus Services and in the Customer Support Plan agreed between Porterville PD and Motorola Solutions.

6.2.5 Annual Preventative Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

6.3 Motorola Solutions Service Delivery Ecosystem

Essential Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots and Customer Hub. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to Porterville PD's administrators and personnel through Customer Hub.

Service activities and Motorola Solutions' service team are described in more detail below.

6.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates

necessary information to stakeholders, bridging communications among Porterville PD, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

6.3.2 Field Service

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

6.3.3 Repair Depot

The Motorola Solutions Repair Depot will provide Porterville PD with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable Porterville PD's representatives to check repair status, from inbound shipment to return.

6.3.4 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be Porterville PD's key point of contact for the definition and administration of services. The CSM will work with Porterville PD to define service delivery details to address Porterville PD's specific priorities.

6.3.5 Customer Hub

To provide Porterville PD with quick access to service details, Motorola Solutions will provide our Customer Hub online network information tool. Customer Hub provides our customers with real-time critical network and services information through an easy-to-use graphical interface.



Figure 6-1: Customer Hub offers real-time, role-based access to critical network and services information.

With Customer Hub, Porterville PD’s administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance
- Viewing incident reports
- Updating and creating incidents
- Checking system update status
- Receiving pro-active notifications regarding updates

Available 24x7x365 from any web-enabled device, the information provided by Customer Hub will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

Section 7

Lifecycle Services

The System Upgrade Agreement II (SUA II) service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, SUA II keeps the ASTRO 25 network compatible with expansion elements, as well as new products or features. With SUA II, the proposed network will remain on a release that qualifies for support services.

Motorola Solutions will deliver SUA II in two-year periods, with up to one update in each period. The SUA II service includes the following:

- **Software Release Updates** - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.
- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** – Motorola Solutions will plan and implement updates at each site. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, Porterville PD will have access to the technology, support, and planning expertise needed for an effective upgrade.

A 2-year SUA II program is proposed through the year 2028

Section 8

Pricing

8.1 Pricing Summary

Motorola Solutions’ pricing for Porterville PD – PD and RF Upgrade proposal is based on the features and services described in sections above. A pricing breakdown of the equipment, and implementation services is provided below. Equipment tax estimates are included.

8.1.1 PD and FD RF Upgrade

Item	Price
Equipment List Price	\$560,530
Equipment Discount (HGAC Contract Pricing)	\$ (101,671)
Discounted Equipment Total	\$458,859
Project Implementation Services including Project Management, Engineering, Technician services, Installation, Configuration, Optimization, Functional Testing, and 1st year of Essential Warranty	\$775,341
Total System	\$1,234,200
Estimated Tax on equipment only (@ 9.25%), subject to change	\$35,303
Project Total with Taxes	\$1,269,503
Additional system discount if contracted before March 9th, 2026	\$ (77,200)
Project total with system discount	\$1,192,303

8.1.2 Maintenance & SUA II

Post Warranty Support	Year 2	Year 3	Total
Essential Plus Services Package Price	\$118,854	\$123,612	\$242,466
SUA II	\$66,087	\$55,324	\$121,411
TOTAL	\$184,941	\$178,936	\$363,877

8.2 Payment Schedule

Contract Price. The Contract Price in U.S. dollars is \$1,556,180.

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the

form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment from Staging;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate. Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

Section 9

Contractual Documentation

Motorola Solutions' proposal is subject to the terms and conditions of the MCA attached to this proposal. Pricing will remain valid for 60 days from the date of this proposal. Porterville Police Department may accept this proposal by returning a signed copy of the MCA to Motorola. Any purchase order should be signed and specifically reference "PO is subject to Motorola's proposal dated January 9, 2025, and the terms and conditions of the MCA attached to Motorola's proposal."

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the “**Effective Date**”).

1. Agreement.

- 1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

“**Authorized Users**” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

“**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“**Contract Price**” or “**Fees**” means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

“**Confidential Information**” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

“**Customer Data**” has the meaning given to it in the DPA.

“**Customer-Provided Equipment**” means components, including equipment and software, not provided by Motorola which may be used with the Products.

“**Data Processing Addendum**” or “**DPA**” means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

“**Delivery**” means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

“Documentation” means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

“Equipment” means hardware provided by Motorola.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

“Integration Services” means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“Licensed Software” means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

“Lifecycle Management Services” or **“LMS”** means upgrade services as set out in the applicable Proposal.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

“Motorola Data” means data owned by Motorola and made available to Customer in connection with the Products;

“Motorola Materials” means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

“Non-Motorola Materials” means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (**“SOW”**), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (**“ATP”**); a **“Payment”** Form (Communications System purchase only); or a **“System Acceptance Certificate”** (Communications System only), depending on the Products purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as **“Products”**, or individually as a **“Product”**).

“Professional Services” are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

“Prohibited Jurisdiction” means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

“**Services**” means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

“**Service Completion Date**” means the date of Motorola’s completion of the Services described in a Proposal.

“**Service Use Data**” has the meaning given to it in the DPA.

“**Site**” or “**Sites**” means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

“**Software-as-a-Service**” or “**SaaS**” means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

“**Software System**” means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

“**Subscription**” means a recurring payment for Products, as set out in the Proposal.

“**Subscription Services**” or “**Recurring Services**” means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

“**Term**” means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. **Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola’s Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:

[AI Terms](#)

[Comparison Manager](#)

[Data licensed from Motorola](#)

[Drone related Products](#)

[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.

3.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

3.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the “**Initial Subscription Period**”) and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”.) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days’ advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.

4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.

4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Contract Price of \$1,520,876, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.
- 5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.
- 5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

- 5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC (optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____

Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____

Address: _____

Phone: _____

Customer may change this information by giving written notice to Motorola.

- 5.7. Delivery, Title and Risk of Loss.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

- 5.8. Delays.** Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

- 5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

- 5.10. Resale of Equipment.** Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

- 6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

- 6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.
- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7.** Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.
- 6.8. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure

its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.

- 6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").
- 7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.
- 7.4. SaaS. SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.
- 7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

- 7.7. Warranty Claims; Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.
- 7.8. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS.** NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

- 8.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.
- 8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

- 8.2.1.** If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).
- 8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.
- 8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability.

- 9.1.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

- 9.2. EXCLUSIONS FROM LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

- 9.3. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

- 10.1. Confidential Information.** Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

- 11.1. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- 11.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

- 11.3. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Communications System Acceptance. Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with "Beneficial Use" defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any

entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

- 15.8. Interpretation. The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12. Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.

Customer: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



SUBJECT: Authorization to Purchase Playground Surfacing for Fallen Heroes Park

SOURCE: Parks and Leisure Services

COMMENT: The Parks and Leisure Services Department utilizes Community Development Block Grant (CDBG) Park Improvement Funds to purchase park amenities on an annual basis, as funding permits. This funding source requires that projects be located within an eligible census tract. Eligible City parks include Murry Park, Zalud Park, and Fallen Heroes Park.

Installation of new playground surfacing at Fallen Heroes Park is recommended for this year's funding for ADA compliance purposes. The proposed project would replace existing tile surfacing that has experienced wear, separation, and movement since the park opened in 2014. Replacing the existing surface with pour-in-place surfacing will improve playground safety, provide consistent impact protection, and create a seamless, durable surface designed to withstand high levels of use. This improvement supports continued safe and reliable use of the playground while protecting the City's long-term investment in park infrastructure.

The proposed project scope includes demolition of existing playground tiles and the supply and installation of pour-in-place surfacing for two play areas totaling approximately 6,300 to 6,400 square feet. Four vendors previously utilized by the City for playground equipment and surfacing purchases were contacted to provide quotes. All vendors are members of government cooperative purchasing programs, which streamline procurement and provide cost-effective purchasing options for public agencies. Three vendors responded to the request for quotes and provided proposals that included the full project scope:

Kompan — \$154,140.68

GameTime — \$156,638.28

Ross Recreation — \$227,178.50

Based on the evaluation of the proposals received, Kompan provided the lowest responsive quote that includes demolition, materials, installation, and applicable sales tax for the full scope of work.

At its February 5, 2026 meeting, the Parks and Leisure Services Commission voted unanimously to recommend proceeding with the Fallen Heroes Park surfacing project utilizing available CDBG Park Improvement Funds.

The recommended not-to-exceed amount includes the Kompan base proposal of \$154,140.68, plus a ten percent (10%) contingency to address unforeseen site conditions or minor scope adjustments that may arise during demolition and installation. Implementation of this project is contingent upon compliance with applicable CDBG program requirements and the availability of current and future funding allocations through the CDBG Park Improvement Funds.

RECOMMENDATION: That the City Council authorize the purchase and installation of playground surfacing for Fallen Heroes Park from Kompan in an amount not to exceed \$169,554.75, which includes a ten percent (10%) contingency, subject to the availability of Community Development Block Grant (CDBG) Park Improvement Funds.

ATTACHMENTS:

1. GameTime Quote
2. Kompan Quote
3. Ross Quote

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Deputy City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



C/O MRC
 PO Box 225250
 San Francisco, CA 94122
 Ph: 800-235-2440
 Em: MRC@GAMETIME.COM
 Web: www.mrcrec.com

02/03/2026
 Quote #
 120282-02-01

CA Porterville City of Fallen Heroes Park Improvements - Surfacing

Porterville City of
 Attn: Amy Graybehl
 291 North Main Street
 Porterville, CA 93257
 United States
agraybehl@ci.porterville.ca.us

Ship to Zip 93257

Quantity	Part #	Description	Unit Price	Amount
1	57957	GT-Impax - 2-5 Playground- 2,406 SQ FT EnduraFlex- Quote includes 2,406 sf of EnduraFlex with a color mix of 50% Black and 50% Standard Color TBD with AROMATIC urethane binder. Standard colors include Blue, Green, Red, and Beige. Quote includes a 2.0" system comprised of a 1.5" cushion layer and a 0.5" wear layer accounting for up to a 4' fall height.	\$43,480.00	\$43,480.00
1	57957	GT-Impax - 5-12 Playground 3,916 SQ FT EnduraFlex- Quote includes 3,916 sf of EnduraFlex with a color mix of 50% Black and 50% Standard Color TBD with AROMATIC urethane binder. Standard colors include Blue, Green, Red, and Beige. Quote includes a 2.5" system comprised of a 2.0" cushion layer and a 0.5" wear layer accounting for up to a 5' fall height	\$73,896.00	\$73,896.00
1	OPTION	GT-Impax - Above pricing was calculated with one mobilization with both areas being completed at the same time- Please add additional cost of \$6,333.00 if you need a second mobilization for this project.		
1	NOTES	GT-Impax - - Inclusions Quote is valid for 30 days. Quote includes all applicable taxes, licenses, and processing fees. Quote includes Prevailing Wages. Quote assumes favorable access with install location within 50 lineal feet of box truck staging area. Quote assumes any adjacent sprinklers or irrigation will be shut off at least 24hrs prior to our crew's arrival on site. Quote includes one (1) mobilization. Quote does not include: - Bonds (Rate: 2.5%) - Security fencing - Dumpster - Site prep - Subbase prep		
1	INSTALL	GT-Impax - Demo of existing Tiles- Includes haul off	\$26,000.00	\$26,000.00
Contract: OMNIA #2017001134			Sub Total	\$143,376.00
			Total	\$143,376.00

Comments

OMNIA CONTRACT 2017001134

JP/hd





C/O MRC
 PO Box 225250
 San Francisco, CA 94122
 Ph: 800-235-2440
 Em: MRC@GAMETIME.COM
 Web: www.mrcrec.com

02/03/2026
 Quote #
 120282-02-01

CA Porterville City of Fallen Heroes Park Improvements - Surfacing

NOTES: It is the customer's responsibility to verify total square footage of materials.

- Poured in place must be installed on asphalt, concrete or crushed stone surfacing.
- Grading and base preparation of area is required prior to installation of above surfacing.
- Base must meet GTImpax Architectural Specifications.
- All ground preparation is the responsibility of the customer.
- Customer must be on site at time of delivery.
- Customer is responsible for overnight security of the site. A large turning area is required for access by tractor/trailer.

This quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to **GAMETIME, c/o MRC**. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING/PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation. **Payment terms:** Purchase order made payable to **GameTime**. Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

SHIPMENT: Order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

FREIGHT CHARGES: Prepaid and added at time of invoicing.

TAXES: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

RECEIPT OF GOODS: Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

EXCLUSIONS: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

REQUIRED INFORMATION WITH ORDER: Is GameTime playground equipment being purchased with this Order? _____

If so, order number: _____

Who is installing playground equipment? _____

Who is responsible for sub-base for poured-in-place surfacing? _____

Contact Name: _____

Contact Phone: _____





C/O MRC
 PO Box 225250
 San Francisco, CA 94122
 Ph: 800-235-2440
 Em: MRC@GAMETIME.COM
 Web: www.mrcrec.com

02/03/2026
 Quote #
 120282-02-01

CA Porterville City of Fallen Heroes Park Improvements - Surfacing

Acceptance of quotation: (ALL INFORMATION REQUIRED)

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

Email: _____ Facsimilie: _____

Purchase Amount: **\$143,376.00**

Order Information: (ALL INFORMATION REQUIRED)

Bill To: _____ Ship To: _____

Bill To Contact: _____ Ship To Contact: _____

Bill To Email: _____ Ship To Email: _____

Bill To Phone: _____ Ship To Phone: (Office): _____
 (Cell): _____

Bill to Address: _____ Ship To Address: _____

Bill To City, State, Zip: _____ Ship To City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Quote prepared by: Jennifer Peterson/hd



Sales Proposal

City of Porterville
Donnie Moore
291 N. Main Street
Porterville, CA 93257

Quote No. SP162996-2
Customer No. C0018761
Document Date 01/22/2026
Expiration Date 03/23/2026

Sales Representative Doris Harpain
Email DorHar@Kompan.com
Phone No. 559-977-2656 / 800-426-9788

Project Name US345091 surfacing for existing play area

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<u>SURFACING ONLY</u>					
US-PIP-50-50-CUSTOM	Supply and Install Pour In Place Surfacing 50/50 Rainbow Green/Black with Aromatic Binder Area 1: 4050 sq. ft. at 2.25" depth for a 5' CFH Area 2: 2330 sq. ft. at 3.50" depth for a 8' CFH Subbase is existing concrete and assumes concrete is in good condition. NOTES Please read attached General Assumptions and Exclusion document for information on Install/Sitework. Excludes sitework, products, & services not listed. Assumes site to be accessible & install ready. Assumes concrete base will be surfacing ready.	6,380	Sq. Feet	28.72	23.00 141,089.87

Description	Retail Price	Discount	Net Price
Subtotal - Surfacing	183,233.60	42,143.73	141,089.87
Total USD Excl. Tax			141,089.87
9.25% Tax			13,050.81
Total USD Incl. Tax			154,140.68

Payment Terms 50% Prepayment , 50% Net 30 days



City of Porterville
Donnie Moore
291 N. Main Street
Porterville, CA 93257

Sales Proposal

Quote No. SP162996-2
Customer No. C0018761
Document Date 01/22/2026
Expiration Date 03/23/2026

Sales Representative Doris Harpain
Email DorHar@Kompan.com
Phone No. 559-977-2656 / 800-426-9788

Project Name US345091 surfacing for existing play area

Installation Site Address

Fallen Heroes Park
336 Chase Ave
Porterville, CA 93257



Sales Proposal

City of Porterville
Donnie Moore
291 N. Main Street
Porterville, CA 93257

Quote No. SP162996-2
Customer No. C0018761
Document Date 01/22/2026
Expiration Date 03/23/2026

Sales Representative Doris Harpain
Email DorHar@Kompan.com
Phone No. 559-977-2656 / 800-426-9788

Project Name US345091 surfacing for existing play area

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.
Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.
Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.
Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.
Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____

Ship To: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Contact Email: _____

Contact Email: _____

Contact Phone (Office): _____

Contact Phone (Office): _____

Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)



Recreation Equipment

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Casey Hilbert
707.538.3800 | (831) 689-9110
caseyh@rossrec.com

Contract #: 2026-38172
Quote #: 00049442
Quote Name: Tile Replacement - PIP Rubber Surfacing
Quote Total: \$227,178.50

Billing Address:
City of Porterville
291 N. Main Street
Porterville, California 93257

Shipping Address:
Fallen Heroes Park
336 Chase Ave
Porterville, California 93257

Quote Date: 1/16/26
Expiration Date: 4/16/26

Opportunity Name	Lead Time	Payment terms
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Fallen Heroes Surfacing 6-8 weeks

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	SUBTOTAL
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1.00	Demolition	Demolition and disposal of 6325 sqft of existing rubber tile surfacing over (2) sites	\$35,835.00	\$35,835.00
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Surface America 'PlayBound' Poured-In-Place Rubber surfacing materials:
 ~ Square Footage: 6325 total sf (per takeoff provided; 3,875 sf + 2,450 sf)
 ~ Thickness: 2.75" (2-5 Area) & 4.25" (5-12 area)
 ~ Binder: Aromatic Urethane
 ~ Color: 50% Color & 50% Black speckled mix (Colors TBD)

1.00	PIP Rubber	* Rubber surfacing will follow contour of existing concrete sub-base and be 2.75" & 4.25" thick throughout. * Any change to color, thickness, square footage or binder type may require a change order. * It is the responsibility of the General Contractor to verify all colors and square footage prior to placing an order. Any changes will require a revised quote and may result in a price increase. * Thicknesses quoted to meet or exceed industry standards for ASTM testing (1000 HIC/200 GMax) and comply with IPEMA certification requirements.	\$102,827.00	\$102,827.00
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1.00	Install - Rubber Surfacing	Installation of 6325 total square feet of Surface America 'PlayBound' Poured-in-Place rubber surfacing at 2.75" & 4.25" thicknesses by a manufacturer certified installer. Price does not include drainage, design work or inspections. Surfacing will be installed to follow slope of the existing sub-base and thickness of safety surfacing quoted to be kept consistent. Surfacing will not be installed thicker over drains unless requested. Please advise if surfacing is to be installed in any other manner so quote can be adjusted. * Installations over 2000 sf may have seams in the finished surface. * Does not include security or temporary fencing to protect surfacing during installation and minimum 24 hour cure time after installation is complete. If security/fencing is to be provided by Ross Recreation a change order will be required.	\$72,640.00	\$72,640.00
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Totals

County/ City Tax	(Tulare County/ Porterville 9.2500 %)	Materials	\$102,827.00
		Sales Tax	\$9,511.50
		Labor/ Fees	\$108,475.00
		Freight	\$6,365.00
		Total	\$227,178.50



Recreation Equipment

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Casey Hilbert
707.538.3800 | (831) 689-9110
caseyh@rossrec.com

CONTRACT

Contract #: 2026-38172

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Quote Total: \$227,178.50

Notes to Customer

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Casey Hilbert
707.538.3800 | (831) 689-9110
caseyh@rossrec.com

Contract #: 2026-38172
Quote #: 00049442
Quote Name: Tile Replacement - PIP Rubber Surfacing
Quote Total: \$227,178.50

Fallen Heroes Park Updates

Ross Recreation Equipment Contract Document

PREPARED FOR:

City of Porterville
291 N. Main Street
Porterville, California 93257

GENERAL TERMS:

Thank you for choosing Ross Recreation Equipment for your project. This document outlines the arrangements for your selected products, labor and services. It will serve as a Contract Agreement ("Contract") between City of Porterville ("Customer") and Ross Recreation Equipment ("Ross Recreation"). All arrangements described in this Contract will be confirmed by returning your signed Contract Agreement no later than **4/16/26**.

PLEASE NOTE: This contract does not include, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspections or any other materials or labor unless specifically noted and outlined on this contract. Unless noted, freight costs are based on semi-truck access and do not include a lift-gate. The freight carrier and driver will not offload the shipment. You will need a forklift or similar equipment to offload equipment.

Your purchase is subject to the terms and conditions of this contract. Approval of this contract agrees to those terms.

This Contract contains the entire agreement between Ross Recreation and the Customer and takes precedence over all previous quotations, estimates and agreements. No changes, amendments or modifications of this Contract shall be valid unless made in writing and signed and agreed to by both parties.

Ross Recreation coordinates the ordering, production and shipment of materials. Customer and site readiness is a critical component of shipping coordination. If project and/or site readiness changes after materials are already produced, neither the manufacturer nor Ross Recreation, can hold and store such materials. Once materials ship, the materials will be invoiced based on customer's terms. Payment for materials is required regardless of installation status.

Deposits may be required before an order can be placed depending on customer credit terms. Credit terms are established by Ross Recreation and for this order are as follows: . Pay when paid by the Owner is not accepted as alternative payment terms.

- First Deposit Due with Signed Contract: **\$0.00**

If ordering materials after **4/16/26**, please contact your sales representative for current pricing. Ross Recreation cannot hold pricing past the stated Expiration Date on this quote. To secure current pricing, Ross Recreation will require the following:

- Purchase Order (PO), signed quote or executed contract with approval for the order.
- Deposit, if required by credit terms.
- Color selections and/or approved submittals.
- Acceptance of delivery when materials or equipment are ready to ship from the respective manufacturer/s. Products cannot be held nor stored by Ross Recreation nor the manufacturer/s.

If this quote is for a bid, it is the responsibility of the General Contractor to adjust and increase their bid pricing to accommodate the project timeline if materials are needed after the expiration date on the provided quote and/or Ross Recreation's scope of work is expected to be completed after the expiration date on the provided quote.

Sales tax rates will be charged and determined by the Department of Tax and Fee Administration at the time of shipping, not the order date. Any changes to the City/County tax rate and/or a change to the ship to address may affect the final total due on this contract. Customers will be required to pay for any changes to sales taxes. For this order, the sales tax rate was calculated using: **(Tulare County/ Porterville 9.2500 %)**.

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caseyh@rossrec.com

Contract #: 2026-38172
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Quote Name: Tile Replacement - PIP Rubber Surfacing
Quote Total: \$227,178.50

1. PRE-DELIVERY INSTRUCTIONS:

The contractor must notify Ross Recreation of any requested delivery changes at least two (2) weeks prior to shipment. If the delivery address on the contract is not correct, please contact our office immediately as a re-consignment fee may be added if materials ship and the delivery address is changed. If Ross Recreation is not installing your equipment, you are responsible for offloading and having equipment for offloading the shipment (i.e. - forklift or similar); the truck driver is not obligated to offload your shipment. If Ross Recreation is installing your equipment, the installers will offload the equipment. It is your responsibility to mark all underground utilities before installation (call USA North, 1-800-227-2600).

2. DELIVERY INSTRUCTIONS:

Make sure the materials and quantities match the freight bill/Bill of Lading (BOL) you are signing to ensure you are receiving a complete and intact shipment. Make sure all pieces you are receiving are correctly addressed to the project and site, as trucks carry multiple shipments. Any shortages or visible damage must be noted on both copies of the freight bill/Bill of Lading (BOL), and both copies signed. Jointly inspect each delivered piece for signs of damage (i.e. torn packaging, punctures, etc.) with the driver. Notations on the freight bill/Bill of Lading (BOL) should be as detailed as possible to avoid controversy at a later date if a claim is necessary. Taking photos of any damaged packaging is highly recommended for documentation.

2. POST-DELIVERY INSTRUCTIONS:

After receipt of order, inventory your shipment. All shortages must be reported within thirty (30) days of receiving your order. When inspecting the equipment, please minimize the amount of tearing of the packaging and do not dispose of packaging. If concealed damage is found, a Carrier inspection must take place within fifteen (15) days from the time of delivery to protect your rights as the Consignee. Store your equipment in a safe and secure location before installation. Returns are subject to a restocking fee. Credit on returns is contingent upon credit issued from the manufacturer. Materials must be packaged well and received at the manufacturer in new and resalable condition.

3. DELAY:

Ross Recreation shall be excused for any delay in completion of the contract caused by acts of God, acts of the Owner or Contractor or the Owner's or Contractor's agent, employee or independent contractor, weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of the Owner or Contractor to make progress payments promptly, or other contingencies unforeseeable by or beyond the reasonable control of Ross Recreation.

4. CONTRACT, PLANS AND SPECIFICATIONS:

The contract, plans and specifications are intended to supplement each other. In case of conflict, the specifications shall control the plans, and the provisions of this contract shall control both. The Project will be constructed according to the plans and specifications and any addenda, which have been signed by the parties hereto.

5. CHANGE ORDERS:

Should the Contractor, Owner, inspector or other person direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modifications or additions to the work shall be executed only when a contract Change Order has been signed by both the Contractor and/or Owner and Ross Recreation. The change in the contract price caused by such contract Change Order shall be as agreed and approved in writing. If the parties are not in agreement as to the change in Contract Price, then Ross Recreation's actual cost for all labor, materials, subcontracts and costs associated with the change in scope, plus Ross Recreation's fee of twenty-five percent (25%) shall be the change in the final contract price and final amount due. Ross Recreation shall promptly notify the Contractor or Owner of (1) a site differing materially from those indicated in this contract, (b) unknown physical conditions differing materially from those originally encountered and generally recognized as inherent in the work of the character provided for in this contract, or (c) any additional materials needed to complete the agreed upon scope of work. Any expenses incurred due to such conditions shall be paid for by Contractor or Owner as added work as outlined above.

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Casey Hilbert
707.538.3800 | (831) 689-9110
caseyh@rossrec.com

Contract #: 2026-38172
Quote #: 00049442
Quote Name: Tile Replacement - PIP Rubber Surfacing
Quote Total: \$227,178.50

6. RIGHT TO STOP WORK:

Ross Recreation shall have the right to stop work if any payment is not made under this Agreement and set credit terms. Ross Recreation may keep the job idle until all payments due are received. In the alternative, Ross Recreation may, at its option, terminate the contract and recover from the Contractor or Owner payment for all work executed to the date of such termination.

7. SITE CONDITIONS:

Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high-water table, unknown obstructions (ie - old footings, concrete, pipes, conduits, etc), and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred. Ross Recreation is not responsible for any additional costs or delays caused by unforeseen site conditions, including but not limited to contaminated soil, hidden utilities, archaeological findings, or other site conditions.

8. EXCLUSIONS/CLARIFICATIONS:

Permits, permit fees, licenses, inspections, site work, and any materials or labor unless specifically quoted and included in the approved scope of work are excluded.

Mobilization: Labor quoted by Ross Recreation is for one move-in and one move-out mobilization. Delays and/or multiple mobilizations due to inadequate site prep, project delays, or other reasons will require an additional mobilization fee by Ross Recreation.

Site Access: Customer must ensure that the site may be accessed by large machinery or equipment (i.e. a Bobcat tractor, lift, etc.) for use of moving equipment, footing excavation, and performing required installation work. Site access must be free from curbs, concrete walkways, fencing, plantings, etc. If such conditions exist, Ross Recreation will do our best to gain access with minimal damage but will not be responsible for needed repairs made due to limited access to the site.

Labor/Installation: Ross Recreation will provide materials and installation (if applicable and quoted) only as quoted and per each manufacturer's installation specifications, guidelines, and standard footing details. Installation includes the layout of the equipment, post-footing excavation based on the manufacturer's standard footing details and specifications, concrete for footings, and complete assembly/installation of the purchased materials unless stated otherwise.

Underground Utilities: Services for underground utilities that are not marked by USA or other location services are not the responsibility of Ross Recreation. If utilities are inadvertently affected and damaged during the installation and completion of Ross Recreation's scope of work, Ross Recreation is not liable for repair nor any associated repair costs incurred by footing and/or excavation work. Scan/X-ray services prior to the start of work to better identify utilities is highly recommended.

The correct and determined location of the equipment/structure(s) is the sole responsibility of the owner or designated architect, engineer or designer of the project. If the relocation of the equipment/structure(s) is required due to unknown site conditions, permits, project approvals or other occurrences, additional costs may be incurred for re-mobilization, new site considerations and conditions and/or other project specifics.

Existing ground cover or surfacing materials interfering with the installation will require a change order to include removal and/or disposal of materials. Landscape repairs are excluded, including irrigation or/and lines interfering with installation.

Third-party playground equipment inspection/certification to be completed independently from this contract and by others.

Project Security: Ross Recreation requires that the customer provide a secure site for the materials and installation of equipment and surfacing. Ross Recreation is not responsible for providing site security nor safeguarding the worksite and providing materials against theft, vandalism, or other criminal activities unless specifically included in the scope of work. Any costs are the responsibility of the customer/Owner.

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Contract #: 2026-38172
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Quote Name: Tile Replacement - PIP Rubber Surfacing
Quote Total: \$227,178.50

For rubberized surfacing installations, Ross Recreation will require the use of temporary cyclone fencing or a security guard for the curing period following the installation of the rubberized surfacing. If fencing or security is declined, Ross Recreation will require a waiver form provided and signed by the customer accepting liability for securing the site during the surfacing cure time of forty-eight hours.

Ross Recreation excludes any work or items not explicitly listed in the ordered quote and scope of work or otherwise included by reference in this contract. Any additional materials and/or work requested shall be subject to a separate agreement or Change Order.

9. CLEAN-UP:

If Ross Recreation is installing your equipment, upon completion of work, Ross Recreation will remove debris and surplus material created by its operation on Owner's property and leave the area where the construction occurred in a neat and broom clean condition.

Off haul of spoils from footings or other construction work is excluded from Ross Recreation's scope of work unless otherwise noted. The customer is to provide a location for spoils to be stored/distributed on-site. If spoils are to be removed from the site, Ross Recreation must be notified and included in the agreed scope of work.

10. ARBITRATION:

Any controversy arising out of this contract, construction of the project referred to in this contract or regarding the interpretation of this contract, or any subcontract or sub-subcontract is subject to arbitration. Arbitration shall be had in accordance with the applicable rules of the American Arbitration Association which are in effect at the time the Demand for Arbitration is filed.

11. ATTORNEY FEES:

In the event, the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court or arbitrator, in such litigation, or in separate suit, shall award reasonable costs, expenses, and attorney's fees to the prevailing party. The court or arbitrator shall not be bound by any court fee schedule and shall award the full amount of costs, expenses, and attorney's fees incurred in good faith.

12. ASSIGNMENT:

Neither party may assign this contract without the written consent of the other party.

13. HAZARDOUS MATERIALS:

Unless specifically called out in the contract, this contract does not contemplate the removal or disturbance of asbestos, lead, mold or other hazardous material. The Contractor or Owner warrants that no such material is present. In the event that such material is encountered, Ross Recreation shall stop work immediately and will not start work again until such hazardous materials are clear of the site.

14. NON UNION CONTRACTORS:

Ross Recreation will provide labor using a subcontractor for all installation and labor quoted. Neither Ross Recreation nor our subcontractors are signatory to any unions; however compliance with prevailing wage rate requirements will occur in compliance with the Department of Industrial Relations (DIR) guidelines. If union enrollment is required by Ross Recreation's subcontractor and they are able, willing and agree to the enrollment for completion of this project, Ross Recreation will require a change order to cover the costs on a per project enrollment and additional wage/benefit requirements.

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Casey Hilbert
707.538.3800 | (831) 689-9110
caseyh@rossrec.com

Contract #: 2026-38172
Quote #: 00049442
Quote Name: Tile Replacement - PIP Rubber Surfacing
Quote Total: \$227,178.50

15. CONTRACTORS:

Contractors are required by law to be licensed, bonded, and regulated by the Contractor's State License Board whose address is:

Contractor's State License Board
P.O. Box 26000
Sacramento, CA 95826

16. SPECIAL PROVISIONS

(insert any special provisions here)

SIGNATURES: In witness whereof, both of the Parties have executed this Contract, both Parties by its representative, as of the day and year set forth below. The signature assumes acceptance of stated payment terms. 2% per month late fees will be charged on delinquent payments.

Customer Signature

Customer Print Name

Date



SUBJECT: Authorization to Purchase Water Utility Data Management Software

SOURCE: Public Works

COMMENT: The Water Utility Division currently relies on multiple spreadsheets to track operational data for thirty-one active production wells and storage reservoirs. This approach is inefficient, increases the risk of inconsistent data, and limits the City's ability to analyze long-term trends.

The City's Wastewater Treatment Facility already uses AllMax Software for operational and regulatory compliance tracking, and the system has proven reliable and effective. Public Works staff recommends extending the use of AllMax Software to the Water Utility Division to standardize data collection, improve reporting accuracy, and align water system monitoring with existing wastewater operations.

AllMax Software has provided a quote for software licenses, mobile access, SCADA integration, and custom report configuration services tailored to the City's needs. The proposed solution will automate data entry, improve consistency, and support monthly monitoring of well production and system performance.

The total cost for the software and custom report development is \$23,683.50. Including a 10% contingency, the total authorization requested is \$26,051. Funding is available in the Water Operating Fund.

RECOMMENDATION: That the City Council authorize the purchase of AllMax Software licenses and custom reporting services for the Water Utility Division in an amount not to exceed \$26,051, including a 10% contingency.

ATTACHMENTS: 1. AllMax Software Quote

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Public Works Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



City of Porterville CA WWTF - Operator10 Water 4 Seats and 2 Mobile Users

City of Porterville CA WWTF

Porterville, California 93257

Daniel Harris

dharris@ci.porterville.ca.us

5597827501

Robert Alvarez

ralvarez@ci.porterville.ca.us

559-782-7505

Reference: 20251202-134710516

Quote created: December 2, 2025

Quote expires: January 31, 2026

Quote created by: Daryll Dorman

Sales Manager

ddorman@allmaxsoftware.com

+15676010637

Comments from Daryll Dorman

4 Seats Operator10 Water

OPC/DDE for SCADA connection

2 Users Operator10 Mobile (First Year Waived)

2 Tickets to Operator's Edge Event in Chicago

First Year MSP Waived. First Renewal to coincide with Current Renewal of Antero and Wastewater

2/28/27

10% Multi-Product Discount with Authorization by 12/31/25

Products & Services

Item & Description	Quantity	Unit Price	Total
<p>Operator10 - Water</p> <p>When you want to ensure consumer safety, Operator10 helps you track your water quality and quickly be able to see potential issues before they become problems. Save time on data entry, pull data from SCADA or Historians, run calculations, generate regulatory reports and more, all saving you time on your operations data management tasks.</p>	1	\$4,565.00	\$4,565.00
<p>Operator10 - Water - Add User</p> <p>Additional User for Operator10 Water</p>	3	\$1,500.00	\$4,500.00
<p>Operator10 Mobile User License</p> <p>Unlock real-time access to your critical location data right on your mobile device with our secure web login. Add your favorite Location:Parameters(LPs) to My LP's for quick access and entry. Streamline your workflow with the ability to create Forms of LP's for day-to-day tasks.</p> <p>Sync your data with Operator10 within your specified timeframe, making sure your operations run smoothly and efficiently.</p>	2	\$360.00 / year	\$0.00 / year after 100% discount
<p>Operator10 - Water - OPC/DDE Interface</p> <p>The AllMax OPC/DDE Interface (OLE for Process Control/Dynamic Data Exchange) is a separate client/server application feature that can be used both to retrieve data on a daily or time defined period for real-time data. Data exchange in the AllMax Interface is capable of linking with any running application which permits third-party software for OPC and DDE links, such as most SCADA software including Microsoft Excel, Wonderware In Touch, Intellution iFIX, and Rockwell Automation.</p>	1	\$2,250.00	\$2,250.00
<p>Operators Edge - Chicago 2025 Client Event</p> <p>2 Day Client Event in Chicago April 2025 - The Operator's Edge - Operator10 Training</p>	2	\$300.00	\$0.00 after 100% discount
<p>Operator10 Water - Support Agreement</p>	1	\$2,184.00	\$0.00 after 100% discount

Item & Description	Quantity	Unit Price	Total
Operator10 Water Support - 4 Seats	1	\$1,224.00	\$0.00 after 100% discount
OPC/DDE Support	1	\$578.00	\$0.00 after 100% discount
Premier Setup Custom Setup of AllMax Software from Customer-Provided Information	1	\$20,000.00	\$15,000.00 after 25% discount
Annual subtotal			\$0.00 after \$720.00 discount
One-time subtotal			\$26,315.00 after \$9,586.00 discount
Multi-Product Discount			(\$2,631.50) 10% discount
Total			\$23,683.50
Total contract value			\$23,683.50

Purchase terms

Signature

Choose a profile to start the e-signature process.

<p>Daniel Harris dharris@ci.porterville.ca.us</p>	<p>[sig req signer1]</p>
--	----------------------------

Questions? Contact me



Daryll Dorman

Sales Manager

ddorman@allmaxsoftware.com

+15676010637

AllMax Software

PO Box 121

Roundhead, OH 43346

United States



SUBJECT: Authorization to Purchase Playground Shade for Fallen Heroes Park

SOURCE: Parks and Leisure Services

COMMENT: The Parks and Leisure Services Department utilizes Community Development Block Grant (CDBG) Park Improvement Funds to purchase park amenities on an annual basis, as funding permits. This funding source requires that projects be located within an eligible census tract. Eligible City parks include Murry Park, Zalud Park, and Fallen Heroes Park.

Installation of new shade sails at Fallen Heroes Park is a recommended project for this year's funding. The proposed shade system would replace existing sails that have experienced wear and damage since the park opened in 2014. The new sails would provide coverage over the existing playground equipment and splash pad areas. A robust shade system will help extend the lifespan of playground equipment and increase park usability during peak temperature periods. This improvement represents a proactive investment in maintaining park infrastructure and maximizing the community benefit of existing park amenities.

The proposed project scope includes installation of nine (9) custom fabric sails to existing shade columns, replacement of cables and hardware, and removal and disposal of existing sails. Four vendors previously utilized by the City for playground equipment purchases were contacted to provide quotes. All vendors are members of a government discount purchasing cooperative, which streamlines procurement and provides cost-effective purchasing options for public agencies. Three vendors responded to the request for quotes, and of the three, only the following two provided proposals that included the full project scope:

Ross Recreation Equipment \$56,174.09
Superior Recreational Products \$109,503.48

At its February 5, 2026 meeting, the Parks and Leisure Services Commission voted unanimously to recommend proceeding with the Fallen Heroes Park shade sails replacement project utilizing available CDBG Park Improvement Funds. Implementation of this project is contingent upon current and future

funding allocations available through the CDBG Park Improvement Funds.

RECOMMENDATION: That the City Council authorize the purchase and installation of playground shade structures for Fallen Heroes Park from Ross Recreation Equipment in an amount not to exceed \$61,792, subject to the availability of Community Development Block Grant (CDBG) Park Improvement Funds.

ATTACHMENTS: 1. Ross Quote
2. Superior Quote

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Deputy City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



Recreation Equipment

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Casey Hilbert
707.538.3800 | (831) 689-9110
caseyh@rossrec.com

Contract #: 2026-38173
Quote #: 00049443
Quote Name: Fallen Heroes Park Shade Sail Replacement
Quote Total: \$56,174.09

Billing Address:
City of Porterville
291 N. Main Street
Porterville, California 93257

Shipping Address:
Fallen Heroes Park
336 Chase Ave
Porterville, California 93257

Quote Date: 1/13/26
Expiration Date: 4/13/26

Opportunity Name	Lead Time	Payment terms
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Fallen Heroes Shade Sails 6-8 weeks

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	SUBTOTAL
1.00	Custom Canopies	Replacement Fabric Sails for existing shade canopies; CA Fire Marshal Certified, includes new cables, hardware and fabric. Colors TBD Sail 1: 40' x 32' x 32' x 27' Sail 2: 32' x 30' x 22' Sail 3: 30' x 22' x 20' Sail 4: 45' x 30' x 28' Sail 5: 34' x 34' x 34' x 28' Sail 6: 40' x 34' x 28' Sail 7: 38' x 32' x 28' Sail 8: 45' x 38' x 32' x 35' Sail 9: 40' x 35' x 30' * Sail dimensions are approximate and will be confirmed on site prior to order	\$42,855.00	\$42,855.00
1.00	Install - Shade	Installation of (9) new fabric sails to be attached to existing shade columns. Includes removal and disposal of existing fabric sails. * Project DIR number required for CA prevailing wage projects.	\$8,500.00	\$8,500.00

Totals	
County/ City Tax	(Tulare County/ Porterville 9.2500 %)
Materials	\$42,855.00
Sales Tax	\$3,964.09
Labor/ Fees	\$8,500.00
Freight	\$855.00
Total	\$56,174.09

Notes to Customer

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Fallen Heroes Park Updates

Ross Recreation Equipment Contract Document

PREPARED FOR:

City of Porterville
291 N. Main Street
Porterville, California 93257

GENERAL TERMS:

Thank you for choosing Ross Recreation Equipment for your project. This document outlines the arrangements for your selected products, labor and services. It will serve as a Contract Agreement ("Contract") between City of Porterville ("Customer") and Ross Recreation Equipment ("Ross Recreation"). All arrangements described in this Contract will be confirmed by returning your signed Contract Agreement no later than **4/13/26**.

PLEASE NOTE: This contract does not include, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspections or any other materials or labor unless specifically noted and outlined on this contract. Unless noted, freight costs are based on semi-truck access and do not include a lift-gate. The freight carrier and driver will not offload the shipment. You will need a forklift or similar equipment to offload equipment.

Your purchase is subject to the terms and conditions of this contract. Approval of this contract agrees to those terms.

This Contract contains the entire agreement between Ross Recreation and the Customer and takes precedence over all previous quotations, estimates and agreements. No changes, amendments or modifications of this Contract shall be valid unless made in writing and signed and agreed to by both parties.

Ross Recreation coordinates the ordering, production and shipment of materials. Customer and site readiness is a critical component of shipping coordination. If project and/or site readiness changes after materials are already produced, neither the manufacturer nor Ross Recreation, can hold and store such materials. Once materials ship, the materials will be invoiced based on customer's terms. Payment for materials is required regardless of installation status.

Deposits may be required before an order can be placed depending on customer credit terms. Credit terms are established by Ross Recreation and for this order are as follows: . Pay when paid by the Owner is not accepted as alternative payment terms.

- First Deposit Due with Signed Contract: **\$0.00**

If ordering materials after **4/13/26**, please contact your sales representative for current pricing. Ross Recreation cannot hold pricing past the stated Expiration Date on this quote. To secure current pricing, Ross Recreation will require the following:

- Purchase Order (PO), signed quote or executed contract with approval for the order.
- Deposit, if required by credit terms.
- Color selections and/or approved submittals.
- Acceptance of delivery when materials or equipment are ready to ship from the respective manufacturer/s. Products cannot be held nor stored by Ross Recreation nor the manufacturer/s.

If this quote is for a bid, it is the responsibility of the General Contractor to adjust and increase their bid pricing to accommodate the project timeline if materials are needed after the expiration date on the provided quote and/or Ross Recreation's scope of work is expected to be completed after the expiration date on the provided quote.

Sales tax rates will be charged and determined by the Department of Tax and Fee Administration at the time of shipping, not the order date. Any changes to the City/County tax rate and/or a change to the ship to address may affect the final total due on this contract. Customers will be required to pay for any changes to sales taxes. For this order, the sales tax rate was calculated using: **(Tulare County/ Porterville 9.2500 %)**.

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caseyh@rossrec.com

Contract #: 2026-38173
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Quote Name: Fallen Heroes Park Shade Sail Replacement
Quote Total: \$56,174.09

1. PRE-DELIVERY INSTRUCTIONS:

The contractor must notify Ross Recreation of any requested delivery changes at least two (2) weeks prior to shipment. If the delivery address on the contract is not correct, please contact our office immediately as a re-consignment fee may be added if materials ship and the delivery address is changed. If Ross Recreation is not installing your equipment, you are responsible for offloading and having equipment for offloading the shipment (i.e. - forklift or similar); the truck driver is not obligated to offload your shipment. If Ross Recreation is installing your equipment, the installers will offload the equipment. It is your responsibility to mark all underground utilities before installation (call USA North, 1-800-227-2600).

2. DELIVERY INSTRUCTIONS:

Make sure the materials and quantities match the freight bill/Bill of Lading (BOL) you are signing to ensure you are receiving a complete and intact shipment. Make sure all pieces you are receiving are correctly addressed to the project and site, as trucks carry multiple shipments. Any shortages or visible damage must be noted on both copies of the freight bill/Bill of Lading (BOL), and both copies signed. Jointly inspect each delivered piece for signs of damage (i.e. torn packaging, punctures, etc.) with the driver. Notations on the freight bill/Bill of Lading (BOL) should be as detailed as possible to avoid controversy at a later date if a claim is necessary. Taking photos of any damaged packaging is highly recommended for documentation.

2. POST-DELIVERY INSTRUCTIONS:

After receipt of order, inventory your shipment. All shortages must be reported within thirty (30) days of receiving your order. When inspecting the equipment, please minimize the amount of tearing of the packaging and do not dispose of packaging. If concealed damage is found, a Carrier inspection must take place within fifteen (15) days from the time of delivery to protect your rights as the Consignee. Store your equipment in a safe and secure location before installation. Returns are subject to a restocking fee. Credit on returns is contingent upon credit issued from the manufacturer. Materials must be packaged well and received at the manufacturer in new and resalable condition.

3. DELAY:

Ross Recreation shall be excused for any delay in completion of the contract caused by acts of God, acts of the Owner or Contractor or the Owner's or Contractor's agent, employee or independent contractor, weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of the Owner or Contractor to make progress payments promptly, or other contingencies unforeseeable by or beyond the reasonable control of Ross Recreation.

4. CONTRACT, PLANS AND SPECIFICATIONS:

The contract, plans and specifications are intended to supplement each other. In case of conflict, the specifications shall control the plans, and the provisions of this contract shall control both. The Project will be constructed according to the plans and specifications and any addenda, which have been signed by the parties hereto.

5. CHANGE ORDERS:

Should the Contractor, Owner, inspector or other person direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modifications or additions to the work shall be executed only when a contract Change Order has been signed by both the Contractor and/or Owner and Ross Recreation. The change in the contract price caused by such contract Change Order shall be as agreed and approved in writing. If the parties are not in agreement as to the change in Contract Price, then Ross Recreation's actual cost for all labor, materials, subcontracts and costs associated with the change in scope, plus Ross Recreation's fee of twenty-five percent (25%) shall be the change in the final contract price and final amount due. Ross Recreation shall promptly notify the Contractor or Owner of (1) a site differing materially from those indicated in this contract, (b) unknown physical conditions differing materially from those originally encountered and generally recognized as inherent in the work of the character provided for in this contract, or (c) any additional materials needed to complete the agreed upon scope of work. Any expenses incurred due to such conditions shall be paid for by Contractor or Owner as added work as outlined above.

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Casey Hilbert
707.538.3800 | (831) 689-9110
caseyh@rossrec.com

Contract #: 2026-38173
Quote #: 00049443
Quote Name: Fallen Heroes Park Shade Sail Replacement
Quote Total: \$56,174.09

6. RIGHT TO STOP WORK:

Ross Recreation shall have the right to stop work if any payment is not made under this Agreement and set credit terms. Ross Recreation may keep the job idle until all payments due are received. In the alternative, Ross Recreation may, at its option, terminate the contract and recover from the Contractor or Owner payment for all work executed to the date of such termination.

7. SITE CONDITIONS:

Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high-water table, unknown obstructions (ie - old footings, concrete, pipes, conduits, etc), and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred. Ross Recreation is not responsible for any additional costs or delays caused by unforeseen site conditions, including but not limited to contaminated soil, hidden utilities, archaeological findings, or other site conditions.

8. EXCLUSIONS/CLARIFICATIONS:

Permits, permit fees, licenses, inspections, site work, and any materials or labor unless specifically quoted and included in the approved scope of work are excluded.

Mobilization: Labor quoted by Ross Recreation is for one move-in and one move-out mobilization. Delays and/or multiple mobilizations due to inadequate site prep, project delays, or other reasons will require an additional mobilization fee by Ross Recreation.

Site Access: Customer must ensure that the site may be accessed by large machinery or equipment (i.e. a Bobcat tractor, lift, etc.) for use of moving equipment, footing excavation, and performing required installation work. Site access must be free from curbs, concrete walkways, fencing, plantings, etc. If such conditions exist, Ross Recreation will do our best to gain access with minimal damage but will not be responsible for needed repairs made due to limited access to the site.

Labor/Installation: Ross Recreation will provide materials and installation (if applicable and quoted) only as quoted and per each manufacturer's installation specifications, guidelines, and standard footing details. Installation includes the layout of the equipment, post-footing excavation based on the manufacturer's standard footing details and specifications, concrete for footings, and complete assembly/installation of the purchased materials unless stated otherwise.

Underground Utilities: Services for underground utilities that are not marked by USA or other location services are not the responsibility of Ross Recreation. If utilities are inadvertently affected and damaged during the installation and completion of Ross Recreation's scope of work, Ross Recreation is not liable for repair nor any associated repair costs incurred by footing and/or excavation work. Scan/X-ray services prior to the start of work to better identify utilities is highly recommended.

The correct and determined location of the equipment/structure(s) is the sole responsibility of the owner or designated architect, engineer or designer of the project. If the relocation of the equipment/structure(s) is required due to unknown site conditions, permits, project approvals or other occurrences, additional costs may be incurred for re-mobilization, new site considerations and conditions and/or other project specifics.

Existing ground cover or surfacing materials interfering with the installation will require a change order to include removal and/or disposal of materials. Landscape repairs are excluded, including irrigation or/and lines interfering with installation.

Third-party playground equipment inspection/certification to be completed independently from this contract and by others.

Project Security: Ross Recreation requires that the customer provide a secure site for the materials and installation of equipment and surfacing. Ross Recreation is not responsible for providing site security nor safeguarding the worksite and providing materials against theft, vandalism, or other criminal activities unless specifically included in the scope of work. Any costs are the responsibility of the customer/Owner.

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Casey Hilbert
707.538.3800 | (831) 689-9110
caseyh@rossrec.com

Contract #: 2026-38173
Quote #: 00049443
Quote Name: Fallen Heroes Park Shade Sail Replacement
Quote Total: \$56,174.09

For rubberized surfacing installations, Ross Recreation will require the use of temporary cyclone fencing or a security guard for the curing period following the installation of the rubberized surfacing. If fencing or security is declined, Ross Recreation will require a waiver form provided and signed by the customer accepting liability for securing the site during the surfacing cure time of forty-eight hours.

Ross Recreation excludes any work or items not explicitly listed in the ordered quote and scope of work or otherwise included by reference in this contract. Any additional materials and/or work requested shall be subject to a separate agreement or Change Order.

9. CLEAN-UP:

If Ross Recreation is installing your equipment, upon completion of work, Ross Recreation will remove debris and surplus material created by its operation on Owner's property and leave the area where the construction occurred in a neat and broom clean condition.

Off haul of spoils from footings or other construction work is excluded from Ross Recreation's scope of work unless otherwise noted. The customer is to provide a location for spoils to be stored/distributed on-site. If spoils are to be removed from the site, Ross Recreation must be notified and included in the agreed scope of work.

10. ARBITRATION:

Any controversy arising out of this contract, construction of the project referred to in this contract or regarding the interpretation of this contract, or any subcontract or sub-subcontract is subject to arbitration. Arbitration shall be had in accordance with the applicable rules of the American Arbitration Association which are in effect at the time the Demand for Arbitration is filed.

11. ATTORNEY FEES:

In the event, the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court or arbitrator, in such litigation, or in separate suit, shall award reasonable costs, expenses, and attorney's fees to the prevailing party. The court or arbitrator shall not be bound by any court fee schedule and shall award the full amount of costs, expenses, and attorney's fees incurred in good faith.

12. ASSIGNMENT:

Neither party may assign this contract without the written consent of the other party.

13. HAZARDOUS MATERIALS:

Unless specifically called out in the contract, this contract does not contemplate the removal or disturbance of asbestos, lead, mold or other hazardous material. The Contractor or Owner warrants that no such material is present. In the event that such material is encountered, Ross Recreation shall stop work immediately and will not start work again until such hazardous materials are clear of the site.

14. NON UNION CONTRACTORS:

Ross Recreation will provide labor using a subcontractor for all installation and labor quoted. Neither Ross Recreation nor our subcontractors are signatory to any unions; however compliance with prevailing wage rate requirements will occur in compliance with the Department of Industrial Relations (DIR) guidelines. If union enrollment is required by Ross Recreation's subcontractor and they are able, willing and agree to the enrollment for completion of this project, Ross Recreation will require a change order to cover the costs on a per project enrollment and additional wage/benefit requirements.

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Casey Hilbert
707.538.3800 | (831) 689-9110
caseyh@rossrec.com

Contract #: 2026-38173
Quote #: 00049443
Quote Name: Fallen Heroes Park Shade Sail Replacement
Quote Total: \$56,174.09

15. CONTRACTORS:

Contractors are required by law to be licensed, bonded, and regulated by the Contractor's State License Board whose address is:

Contractor's State License Board
P.O. Box 26000
Sacramento, CA 95826

16. SPECIAL PROVISIONS

(insert any special provisions here)

SIGNATURES: In witness whereof, both of the Parties have executed this Contract, both Parties by its representative, as of the day and year set forth below. The signature assumes acceptance of stated payment terms. 2% per month late fees will be charged on delinquent payments.

Customer Signature

Customer Print Name

Date



C/O MRC
 PO Box 106
 Spring Lake, NJ 07762
 Ph: 732-458-1111
 Email: MRC@GAMETIME.COM
 Web: www.mrcrec.com

02/03/2026
 Quote #
 120282-01-01

CA Porterville City of Fallen Heroes Park Improvements - Replacement Shade

Porterville City of
 Attn: Amy Graybehl
 291 North Main Street
 Porterville, CA 93257
 United States
agraybehl@ci.porterville.ca.us

Ship to Zip 93257

Quantity	Part #	Description	Unit Price	Amount
1	0319750	Superior - Custom Shade Design REPLACEMENT FABRIC - REPLACEMENT CANOPIES FOR SAIL SHADE- 1) CUSTOM REPLACEMENT CANOPY (SAIL A) TO FIT OPENING APPROXIMATELY 36' X 29.5' X 36' X 44' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) REPLACEMENT TRIANGULAR CANOPY (SAIL B) TO FIT AN OPENING APPROXIMATELY 34' X 36' X 43' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) REPLACEMENT TRIANGULAR CANOPY (SAIL C) TO FIT AN OPENING APPROXIMATELY 24' X 31' X 35' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) CUSTOM REPLACEMENT CANOPY (SAIL D) TO FIT OPENING APPROXIMATELY 36.5' X 42' X 40' X 33' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) REPLACEMENT TRIANGULAR CANOPY (SAIL E) TO FIT AN OPENING APPROXIMATELY 28' X 32' X 42' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) REPLACEMENT TRIANGULAR CANOPY (SAIL F) TO FIT AN OPENING APPROXIMATELY 22' X 24' X 32' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) REPLACEMENT TRIANGULAR CANOPY (SAIL G) TO FIT AN OPENING APPROXIMATELY 29' X 35' X 39' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) REPLACEMENT TRIANGULAR CANOPY (SAIL H) TO FIT AN OPENING APPROXIMATELY 28' X 32' X 41' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. (1) CUSTOM REPLACEMENT CANOPY (SAIL I) TO FIT OPENING APPROXIMATELY 28' X 33' X 33' X 33' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS.	\$57,670.00	\$57,670.00





C/O MRC
 PO Box 106
 Spring Lake, NJ 07762
 Ph: 732-458-1111
 Email: MRC@GAMETIME.COM
 Web: www.mrcrec.com

02/03/2026
 Quote #
 120282-01-01

CA Porterville City of Fallen Heroes Park Improvements - Replacement Shade

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	Superior - INSTALLATION OF SHADE FABRIC- INCLUDES <ul style="list-style-type: none"> Offloading upon delivery Storage and transportation to site Temporary Orange Fencing Remove existing Shade Sails and replace with new Sails 	\$44,000.00	\$44,000.00
			Sub Total	\$101,670.00
			Freight	\$2,499.00
			Tax	\$5,334.48
			Total	\$109,503.48

Comments

PLEASE MAKE ALL FABRIC AND FAN COLOR SELECTIONS WHEN ORDERING

JP/hd

This quotation is subject to policies in the current SUPERIOR CATALOG and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to **SUPERIOR c/o MRC**. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING / PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation unless otherwise stated above. Payment terms: Purchase order made payable to **SUPERIOR**. Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

TAXES: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 14-16 Weeks after SUPERIOR'S receipt and acceptance of your PURCHASE ORDER, signed quotation and color selections. Some products may require longer lead times. Consult with your Sales Representative for any extended lead times that may apply to your order.

RECEIPT OF GOODS: Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

EXCLUSIONS: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; installation; installation tools/equipment; safety surfacing; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, PURCHASE ORDER and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.





C/O MRC
 PO Box 106
 Spring Lake, NJ 07762
 Ph: 732-458-1111
 Email: MRC@GAMETIME.COM
 Web: www.mrcrec.com

02/03/2026
 Quote #
 120282-01-01

CA Porterville City of Fallen Heroes Park Improvements - Replacement Shade

Acceptance of quotation: (ALL INFORMATION REQUIRED)

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

Email: _____ Facsimilie: _____

Purchase Amount: **\$109,503.48**

Order Information: (ALL INFORMATION REQUIRED)

Bill To: _____ Ship To: _____

Bill To Contact: _____ Ship To Contact: _____

Bill To Email: _____ Ship To Email: _____

Bill To Phone: _____ Ship To Phone: (Office): _____
 (Cell): _____

Bill to Address: _____ Ship To Address: _____

Bill To City, State, Zip: _____ Ship To City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #: _____
(PLEASE PROVIDE A COPY OF CERTIFICATE)

Quote prepared by: Jennifer Peterson/hd





CITY COUNCIL AGENDA – FEBRUARY 17, 2026

SUBJECT: Acceptance of Grant Deed for Lombardi Subdivision Lift Station

SOURCE: Engineering and Project Management

COMMENT: The subdivider, Presidio JJR Brookside 110, LLC, a Delaware Limited Liability Company, is nearing completion of the required public improvements for the Lombardi Subdivision. These improvements include the installation of a sewer lift station and the parcel of land upon which the lift station was constructed.

The dedication of the lift station parcel was not included as part of the final subdivision map and, as such, a separate dedication for said property is required. The developer has completed and submitted a Grant Deed of Dedication conveying the lift station parcel to the City of Porterville for public utility purposes. Acceptance of the Grant Deed is necessary to allow the City to assume responsibility for future operation, maintenance, and upkeep of the facility and to allow the remaining subdivision property to be sold.

The Grant Deed includes the legal description and plat of the property and has been properly executed and notarized.

RECOMMENDATION: That the City Council:

1. Accept the Grant Deed of Dedication from Presidio JJR Brookside 110, LLC for the Lombardi Subdivision lift station parcel;
2. Authorize the Mayor to execute the draft resolution accepting the Grant Deed of Dedication; and
3. Authorize the City Clerk to record the signed Grant Deed of Dedication.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Daniel Cervantez, Engineering and Project Management Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

RESOLUTION NO. _____ - 2026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ACCEPTING A GRANT DEED FOR REAL PROPERTY, FOR PUBLIC UTILITY
PURPOSES FROM**

BE IT RESOLVED by the City council of the City of Porterville that the City accepts a Grant Deed from JJR Brookside110 LLC, for real property for the purpose of public utility, in the City of Porterville, County of Tulare, State of California; to wit:

See Exhibits "A", "B", and attached hereto and made a part thereof.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign all necessary documents and said deed is to be recorded in the office of the Tulare county Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

PASSED, APPROVED and ADOPTED this 17th day of February, 2026.

Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

By: _____
Fernando Gabriel-Moraga, Chief Deputy City Clerk

RECORDING REQUESTED BY:

City of Porterville

When Recorded Mail Document

City of Porterville
291 N Main Street
Porterville, CA 93257

PURSUANT TO GOVERNMENT CODE SECTION 6103,
NO RECORDING FEE REQUIRED.

APN: PTN 245-570-052-000

SPACE ABOVE THIS LINE FOR RECORDER'S
USE

GRANT DEED

The undersigned grantor(s) declare(s)

- Documentary transfer tax None (Public Entity)**
- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area (X) City of Porterville

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Presidio JJR Brookside 110, LLC, a Delaware Limited Liability Company

Grantor, does hereby GRANT, DEDICATE AND CONVEY in fee interest to

The City of Porterville, a Municipal Corporation

Grantee, for public utility purposes, the following described real property in the City of Porterville, County of Tulare, State of California:

LEGAL DESCRIPTION MARKED EXHIBIT "A" AND PLAT MARKED EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

Dated: January 13th, 2026

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

SEE ATTACHED EXHIBIT "C" FOR SIGNATURE BLOCK

EXHIBIT 'A'

Legal Description for a Lift Station Parcel

Being a portion of Lot 205 of that certain final map entitled "Brookside Phase 2", filed in Volume 45 of Maps, at Page 50, Tulare County Records, situated in the west half of the northwest quarter of Section 21, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

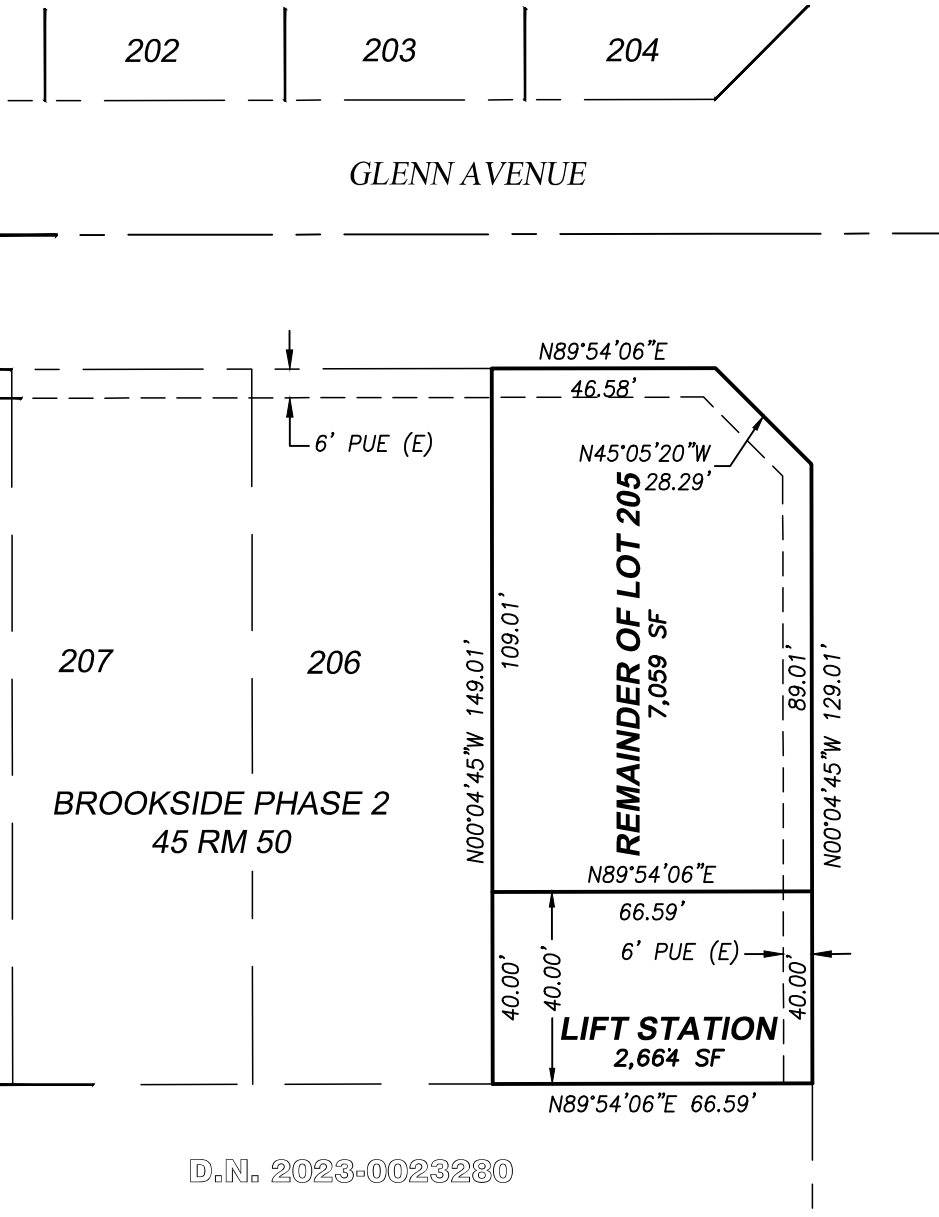
The south 40.00 feet of said Lot 205.

Containing 2,664 square feet, more or less.

See Exhibit 'B', attached hereto and made a part hereof.

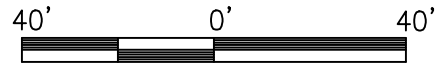
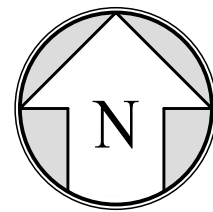
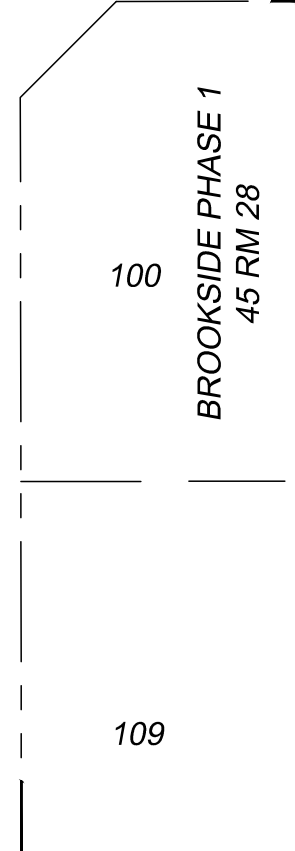


L:\PROJECTS\2020\200163\ACAD\LEGALS\LIFT STATION\02-DWG\200163-LIFT STATION EASEMENT.DWG 1/26/2026 12:57 PM



Antonio S. Westerlund
1/26/2026

SILVER MAPLE STREET



SCALE: 1" = 40'

LEGEND

- — — — — STREET CENTERLINE
- — — — — EXISTING RIGHT OF WAY LINE
- — — — — ADJACENT PARCEL LINE
- — — — — SUBJECT PARCEL LINES

D.N. DOCUMENT NUMBER PER OFFICIAL RECORDS OF TULARE COUNTY
 XX RM YY BOOK XX OF MAPS, PAGE YY, TULARE COUNTY RECORDS
 PUE(E) PUBLIC UTILITY EASEMENT PER 45 RM 50

PROJECT NO.: 200163
 DRAWN BY: TV
 QA/QC BY: AW
 SCALE: 1"=40'
 SHEET NO.:
1 OF 1

EXHIBIT 'B'


**PLAT TO ACCOMPANY
 LEGAL DESCRIPTION**



EXHIBIT "C"

Presidio JJR Brookside 110 LLC, a Delaware limited liability company

By: JJR Management Services, Inc.,
a California Corporation, its Operating Manager

By: 

Joseph A. Leal, its President & Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Tulare)

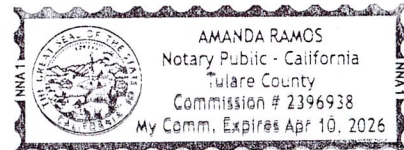
On January 13, 2026 before me, Amanda Ramos, Notary Public
(insert name and title of the officer)

personally appeared Joseph A. Leal,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





CITY COUNCIL AGENDA – FEBRUARY 17, 2026

SUBJECT: Approval of Community Civic Event Application — Boys and Girls Clubs of the Sequoias "Love Our Kids 5K Fun Run and Walk" Event

SOURCE: Finance

COMMENT: The Boys and Girls Club of the Sequoias is requesting approval to hold the "Love Our Kids 5K Fun Run and Walk" event on Saturday, April 18, 2026, at the Sports Complex, from 8:30 AM to 12:30 PM. The event will utilize the perimeter of the Sports Complex, with the sponsor requesting access beginning at 7:30 AM for event setup prior to the start time. An outside amplifier permit has been approved from 8:30 AM to 11:30 AM.

The request has been submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended. The application has been routed to and reviewed by all required City departments. All applicable requirements and conditions are outlined in the Application and Agreement, including Exhibit A, Exhibit B, and the Outside Amplifier Permit.

This event will allow the Boys & Girls Club of the Sequoias to host a safe and organized activity that benefits local youth and engages the community.

RECOMMENDATION: That the City Council approve the Community Civic Event application submitted by the Boys and Girls Clubs of the Sequoias for the "Love Our Kids 5K Fun Run and Walk" event on April 18, 2026, at the Sports Complex, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, and Outside Amplifier Permit.

ATTACHMENTS:

1. Community Civic Event Application and Agreement, Exhibit A, Exhibit B, Map, Outside Amplifier Permit, and Certificate of Liability Insurance.

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

Event Flyer: Yes No If yes, please attach copy

E-mail address: taylor.allred@bgcsequoias.org

Website: www.bgcsequoias.org

Application date: 01/29/2020 Event date: APRIL 18, 2020
Event time: 8:30 AM (7:30 SET-UP)

Name of Event: Boys & Girls Club Love Our Kids 5K FUN
RUN & WALK

Sponsoring organization: Boys & Girls Clubs of Sequoias Phone # 559-592-4074
Address: 215 W. Tulare Ave. Visalia, CA 93277

Authorized representative: Adele Sanchez Phone # 559-306-7100
Address: PO Box 1010 Strathmore, CA 93267

Event chairperson: Taylor Allred Phone # 559-802-8912
215 W. Tulare Ave. Visalia, CA 93277

Location of event Porterville Sports Complex, Field 1
Location map must be attached

Description of event: 5K Fun Run & Walk, fundraiser
event benefiting Boys & Girls Clubs of the Sequoias,
local youth-centered non-profit company. Event
takes place with awards to wrap up the day.

Purpose of event: Fundraising for non-profit organization

Employer Identification Number: (SDIC) BL #004524
(IRS Determination)

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

Barricades (quantity):	<u>N/A</u>	Street sweeping	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Police protection	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refuse pickup	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Other:	<u>_____</u>			

Parks facility application required: Yes No Attached

Assembly permit required: Yes No Attached

The application will be forwarded for staff review to gather comments and identify any special requirements or conditions for this event.

CITY OF PORTERVILLE


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

What constitutes a Community Civic Event?


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

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


Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with the application. *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars (\$2,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

 Authorized Representative Initial


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

 Authorized Representative Initials


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

 Authorized Representative Initials

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

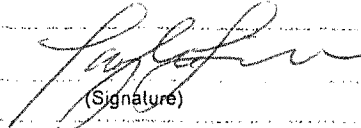
 Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

 Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Boys & Girls Clubs of the Sequoias
(Name of Organization)


(Signature)

01/29/20
(Date)

CITY OF PORTERVILLE

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

Name of event: ~~BOYS & GIRLS~~ FUN RUN ~~OK~~

Sponsoring organization: BOYS & GIRLS CLUBS OF THE SEQUOIAS

Location: PORTERVILLE SPORTS COMPLEX FIELD 1 Event date: 04/18/20 Event time: ~~08:00-12:00~~
7:30 - 12:30

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

<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
N/A			

*Municipal Code 15-20(E) Community Civic Events (16): Business License Fee: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address, and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

Requirements for Community Civic Event
Boys and Girls Clubs of Sequoias
Love Our Kids 5K Fun Run and Walk
April 18, 2026

City Engineer: <i>D. Cervantez</i>	No comments.
Community Development Director: <i>C. Calderon</i>	No comments.
Public Works Director: <i>R. Alvarez</i>	No comments.
Fire Marshal: <i>C. Dignam</i>	No comments.
Parks & Leisure Service Asst. Director: <i>A. Graybehl</i>	The park reservation fee(s) must be paid in advance of the event. No person shall operate, drive, stop, park, or leave standing any motor vehicle, other than on paved roadways or paved parking areas, in any city park, except when in possession of a permit issued by the director of parks and leisure services permitting that person to operate, drive, stop, park, or leave standing said motor vehicle, and further, except any motor vehicle being operated, driven, stopped, parked, or left standing by a city employee in the course and scope of his or her duties. Municipal Code 17-10.13.
Police Lieutenant: <i>M. Azevedo</i>	Please see Exhibit B.
Administrative Service Director: <i>Y. Andrade</i>	The certificate coverage and endorsement page are sufficient for the proposed event. Event approval is contingent upon receipt of the renewed policy certificate before the event date.
Field Services Superintendent-Refuse: <i>B. Spry</i>	No comments.
Field Services Superintendent-Streets: <i>J. Baeza</i>	No comments.

Requirements for Community Civic Event

Sponsor: Boys and Girls Clubs of Sequoias
Event: Love Our Kids 5K Fun Run and Walk
Event Chairman: Taylor Allred
Location: Sports Complex
Date of Event: April 18, 2026 (8:30 AM – 12:30 PM)

RISK MANAGEMENT: Conditions of Approval

That Boys and Girls Clubs of Sequoias provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.

B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

**CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application**

**Boys and Girls Club Love Our Kids 5K Fun Run and Walk
Sports Complex, Porterville
April 18, 2026 / 7:30AM – 12:30PM**

Proposed Conditions/Requirements:

- An Outside Amplifier Permit has been approved; however, event organizers shall not allow sound amplification so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure the park and pavilions are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians in the area.

Mark Azevedo, Lieutenant
Porterville Police Department

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



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

- 1 Name and home address of the applicant: TAYLOR ALRED, BOYS & GIRLS CLUBS
OF THE SEQUOIAS, 215 W. TULARE AVE. VISALIA, CA 93277
- 2 Address where amplification equipment is to be used: SPORTS COMPLEX, FIELD 1
- 3 Names and addresses of all persons who will use or operate the amplification equipment:
Jonathan Ertl, 19701 ROAD 222 STRATHMORE, CA 97147
- 4 Type of event for which amplification equipment will be used: 5K FUN RUN AND WALK
- 5 Dates and hours of operation of amplification equipment: 04/18/26 8:30 - 11:30 AM
- 6 A general description of the sound amplifying equipment to be used: PA SYSTEM TO THANK SPONSORS
AND ANNOUNCE WINNERS

Section 18-9

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

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

Section 18-14

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

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

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

[Signature]
Signature of Applicant

01/29/24
Date

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

Mark Azevedo, Lieutenant
City of Porterville, Chief of Police/Designee

01/30/2026
Date

5K ROUTE



**FOLLOW THE EDGES OF THE PARK OUTLINED HERE.
THERE WILL BE SIGNS AND VOLUNTEERS TO GUIDE YOU.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



BOYS & GIRLS CLUBS
OF THE SEQUOIAS

215 W. Tulare Ave.
Visalia, CA 93277
P: 559.592.4074
bgcsequoias.org

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Maureen Loeffler

Leonarda Navarro

Adele Sanchez

February 18, 2025

DEAR FRIENDS OF THE CLUB,

We are thrilled to announce that the Strathmore Community Action Team will hold its eleventh annual "Love Our Kids" 5K Fun Run and Walk on Saturday, April 18, 2026, to benefit the Strathmore Boys & Girls Club. This cherished event serves as the Club's primary fundraiser, ensuring we can continue providing life-changing programs and opportunities for the youth in our community.

As a nonprofit organization, Boys & Girls Clubs of the Sequoias relies on the generosity of individuals, businesses, and corporations to sustain and expand our impact. This year, we invite you to join us in supporting this vital cause. There are several ways to contribute:

- **Sponsorship Opportunities:** Showcase your support and commitment to the youth of Strathmore by becoming an event sponsor. For details on sponsorship levels and benefits, please visit our website: bgcsequoias.org/strathmorefunrun
- **Donations:** If sponsorship is not an option, you can still make a difference by donating at any level. All contributions, big or small, directly support the Strathmore Boys & Girls Club.
- **In-Kind Donations:** Help meet the needs of our event by donating items such as water bottles, granola bars, or fruit for our participants.

Every dollar raised through the "Love Our Kids" 5K Fun Run and Walk stays in Strathmore, directly benefiting the children and teens we serve. Together, we can help maintain a safe, enriching, and inspiring space for our community's youth.

If you have any questions or would like further information about how you can support the event, please contact Taylor Allred at (559) 556-0653 or by email: taylor.allred@bgcsequoias.org or Adele Sanchez at (559) 306-7661. Your consideration and generosity mean the world to us and to the children whose lives you'll impact.

Thank you for supporting the Strathmore Boys & Girls Club and investing in the future of our members. We hope to see you at the event on April 18th!

With sincere gratitude,

TAYLOR ALLRED
DEVELOPMENT & MARKETING ASSOCIATE

Boys & Girls of the Sequoias is a 501(c)3 nonprofit organization.
No goods or services were given in exchange for this donation. All or part of your gift may be tax deductible. Please consult your attorney or tax advisor.
IRS tax ID # 77-0469369.



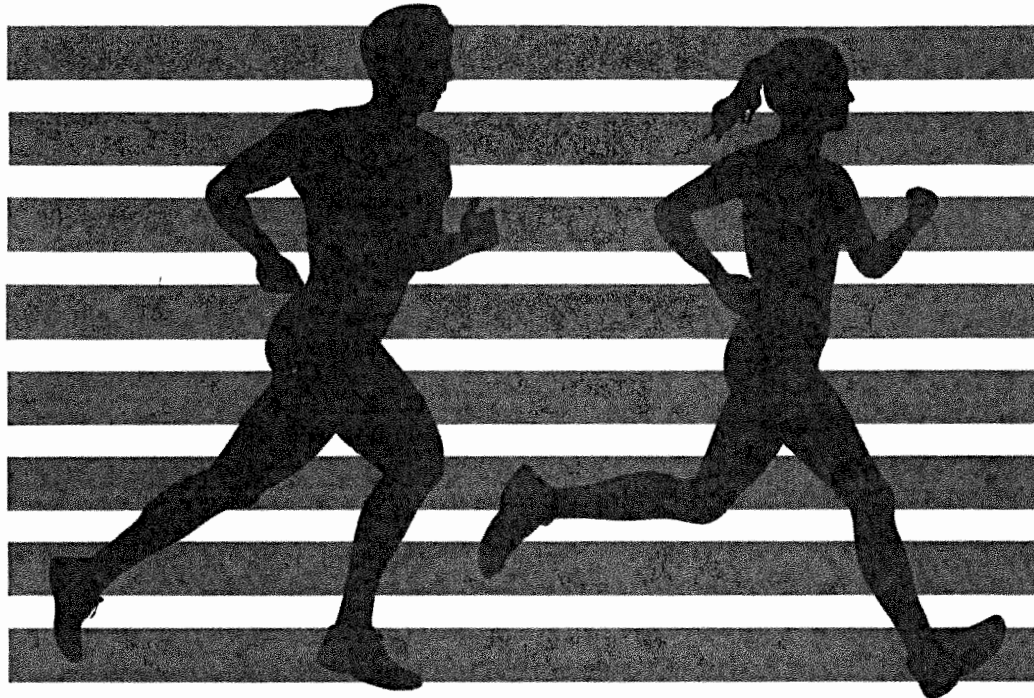
BOYS & GIRLS CLUBS OF THE SEQUOIAS INVITES YOU TO OUR ANNUAL



BOYS & GIRLS CLUBS
OF THE SEQUOIAS

5K FUN RUN & WALK

IN LOVING MEMORY OF GAIL GRASMICK



**SATURDAY,
APRIL 18TH**

REGISTRATION
8.30 AM

RACE START
9.00 AM

**PORTERVILLE SPORTS
COMPLEX**

2701 W. SCRANTON AVE.
PORTERVILLE, CA

AGES 19+ : \$30 | 18 & UNDER : FREE
INCLUDES T-SHIRT + GREAT PRIZES

**PROCEEDS BENEFITTING
STRATHMORE BOYS &
GIRLS CLUB**

FURTHER INFORMATION CAN BE FOUND AT:



WWW.BGCSEQUOIAS.ORG/STRATHMOREFUNRUN

OR CONTACT: TAYLOR - 559.556.0653

TAYLOR.ALLRED@BGCSEQUOIAS.ORG

ADELE - 559.306.7661



SCAN FOR ONLINE
REGISTRATION



SUBJECT: Consideration of a Letter Opposing California Assembly Bill 1421 (Mileage-Based User Fee Study)

SOURCE: City Manager's Office

COMMENT: Assembly Bill 1421 authorizes the continuation of a state-funded program to study and evaluate a mileage-based road usage charge as a potential alternative to the State's existing fuel tax structure. The legislation continues the work of advisory bodies and requires additional research, coordination, and reporting to the Legislature related to a vehicle miles traveled (VMT) fee model.

The bill does not establish or impose a mileage-based tax. Instead, it extends the duration and scope of the State's study and analysis efforts, including evaluation of administrative feasibility, privacy considerations, equity impacts, and potential revenue implications. Any implementation of a mileage-based user fee would require future legislative action.

The Mayor has requested that the City Council consider a formal letter expressing opposition to AB 1421. Approval of this item would authorize the transmittal of a Council position to the State Legislature regarding the continued funding of the mileage-based user fee study.

There is no direct fiscal impact to the City associated with approval of the proposed letter.

RECOMMENDATION: That the City Council:

1. Approve a letter of opposition to Assembly Bill 1421 and authorize the Mayor to execute the letter on behalf of the City Council; and
2. Direct the City Manager to transmit the letter to Assemblymembers who voted in favor of the bill.

ATTACHMENTS: 1. Draft Letter

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



Subject: Opposition to AB 1421 – Continued Funding of Mileage-Based Tax Study

Dear Assemblymember,

On behalf of the City Council and residents of the City of Porterville, I am writing to express strong opposition to Assembly Bill 1421, which continues state funding for a mileage-based road usage charge study.

At a time when California is facing a significant budget deficit, the continuation of this program represents a clear example of misplaced priorities and continued waste of taxpayer dollars. Californians already pay some of the highest fuel taxes, vehicle fees, and transportation-related charges in the nation. Rather than demonstrating accountability for how those funds have been managed, the State is choosing to spend additional resources studying a new tax concept that would further burden working residents.

The proposed mileage-based tax framework does not address the core issue facing California's transportation system: decades of deferred road and highway maintenance driven by poor fiscal discipline and ineffective leadership. Instead of repairing existing infrastructure and responsibly managing current revenues, the State is advancing a policy that shifts the financial consequences of these failures onto hardworking Californians.

Communities like Porterville would be disproportionately impacted by a mileage-based tax. Residents in rural and semi-rural areas must travel longer distances for work, education, medical care, and basic services. A per-mile charge penalizes distance traveled rather than fuel consumption and would effectively raise taxes on families who already face rising costs of living and limited transportation alternatives.

The City of Porterville strongly rejects the notion that continued study of a mileage-based tax is a responsible or necessary use of public funds. This approach disguises long-standing policy failures under the banner of climate action while avoiding meaningful accountability for how existing transportation revenues have been spent.

For these reasons, I respectfully urge you to reconsider your support for AB 1421 and oppose any further efforts to continue or expand this program. California's residents deserve leadership focused on fiscal responsibility, infrastructure maintenance, and real solutions, not additional studies that pave the way for higher taxes.

Sincerely,

Greg Meister
Mayor, City of Porterville



SUBJECT: Authorization to Repair Fire Department Command Vehicle #2214

SOURCE: Fire

COMMENT: Fire Department Command Vehicle #2214 sustained damage in a traffic accident and required repair. An initial inspection resulted in a repair estimate of \$4,758.04, and the vehicle was released to Golden State Paint and Body for service.

During the repair process, additional damage was discovered that was not visible during the initial inspection. As a result, a supplemental repair estimate was prepared, increasing the total repair cost to \$6,526.08.

Due to the extent of disassembly already completed and the operational need to return the vehicle to service, obtaining additional repair estimates was not practical. Continuing repairs with the current vendor is the most efficient and cost-effective option. Because of limited command vehicle availability, the supplemental repairs were authorized by the City Manager and Mayor to minimize service impacts.

Funding for the repair is available in the Fire Department's Vehicle Equipment Replacement Fund.

RECOMMENDATION: That the City Council authorize Golden State Paint and Body to complete the repairs to the Fire Department command vehicle #2214 for a total cost of \$6,526.08.

ATTACHMENTS:

1. Original Estimate
2. Supplemental Estimate

Appropriated/Funded:

Review By:

Department Director:

Bryan Cogburn, Fire Chief

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



Golden State Paint and Body

Always Quality First
1915 W. Olive Avenue, Porterville, CA 93257
Phone: (559) 781-3604
FAX: (559) 781-5802

Workfile ID: a0c7fc1e
Federal ID: 77-057-5597
Resale Number: 97-884984
State EPA: CAL000205607
BAR: 141571

Estimate of Record

RO Number: 50493

Written By: Ashley Heusdens, 2/3/2026 1:36:57 PM

Insured: Porterville Fire Department Policy #: Claim #:
Type of Loss: Date of Loss: Days to Repair: 0
Point of Impact: 11 Left Front

Owner: Porterville Fire Department
(805) 680-0597 Cell

Inspection Location: Golden State Paint and Body
1915 W. Olive Avenue
Porterville, CA 93257
Repair Facility
(559) 781-3604 Business

Insurance Company:

VEHICLE

2021 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection White

VIN: 1GNSKLED5MR358543 Interior Color: Mileage In: 9 Vehicle Out:
License: 1620078 Exterior Color: White Mileage Out:
State: CA Production Date: Condition: Job #:

TRANSMISSION

Automatic Transmission
Overdrive
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors
Privacy Glass
Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control

Dual Air Condition
Backup Camera
Parking Sensors

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Xenon or L.E.D. Headlamps

Positraction
Lane Departure Warning

ROOF

Luggage/Roof Rack

SEATS

3rd Row Seat

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

TRUCK

Trailer Hitch
Trailer Package
Running Boards/Side Steps

Estimate of Record

RO Number: 50493

2021 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection White

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER & GRILLE					
2		O/H front bumper				3.8	
3	** <>	Repl Non OEM CAPA Bumper cover w/o frt park assist	87813937	1	633.00	Incl.	3.3
4		Add for Clear Coat					1.3
5	**	Repl Non OEM Grille assy LS, COMMERCIAL	85633891	1	651.00	Incl.	
6		R&I Lower molding black				Incl.	
7		R&I License bracket				0.2	
8		FRONT LAMPS					
9		R&I LT Headlamp assy				0.5	
10		Repl LT Headlamp assy center bracket	84849887	1	22.83	0.1	
11		R&I RT Side marker lamp				Incl.	
12		Repl LT Side marker lamp	84776452	1	32.38	Incl.	
13		FENDER					
14	**	Repl Non OEM CAPA LT Fender	84384210	1	753.00	2.4	2.2
15		Overlap Major Non-Adj. Panel					-0.2
16		Add for Clear Coat					0.4
17		Add for Edging					0.5
18		Repl LT Fender liner w/Z71, Police, SSV	84856829	1	156.20	Incl.	
19		PILLARS, ROCKER & FLOOR					
20	*	R&I LT Step bar assy black				<u>0.7</u>	
21		VEHICLE DIAGNOSTICS					
22	*	Rpr Pre-repair scan				m <u>0.5</u>	M
23	*	Rpr Post-repair scan				m <u>0.5</u>	M
24		MISCELLANEOUS OPERATIONS					
25		Repl Cover car/bag		1		0.2	
26	#	Repl SPRAY TEST PANEL / TINT COLOR		1	7.50 T	0.5	
27	#	Rpr DENIB/TEXTURE SAND & POLISH				1.0	
28	**	Repl Non OEM Mask for primer		1	5.00	0.2	
29	#	Subl HAZARDOUS WASTE REMOVAL		1	12.00 X		
30	#	Repl Flex additive		1	12.00 T		
31	#	Alignment		1	140.00 X		
SUBTOTALS					2,424.91	10.6	7.5

Estimate of Record

RO Number: 50493

2021 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection White

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			2,253.41
Body Labor	9.6 hrs @	\$ 92.00 /hr	883.20
Paint Labor	7.5 hrs @	\$ 92.00 /hr	690.00
Mechanical Labor	1.0 hrs @	\$ 140.00 /hr	140.00
Paint	7.5 hrs @	\$ 50.00 /hr	375.00
Miscellaneous			171.50
Subtotal			4,513.11
Sales Tax	\$ 2,647.91 @	9.2500 %	244.93
Grand Total			4,758.04

MyPriceLink Estimate ID / Quote ID:

1446618234802413568 / 150770865

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. AFTER THE WORK HAS BEEN STARTED, WORN OR DAMAGED PARTS WHICH WERE NOT EVIDENT ON FIRST INSPECTION MAY BE DISCOVERED. NATURALLY, THIS ESTIMATE CANNOT COVER SUCH CONTINGENCIES. ALL PARTS WILL BE REPLACED WITH NEW PARTS UNLESS STATED OTHERWISE.

If, on further inspection, additional parts or repairs are needed, you will be contacted for authorization. We are not responsible for personal property left in your vehicle during repairs. All tests will be made by our employees at your risk. All repairs must be paid for in full, including the deductible, before vehicle can be released, unless prior arrangements are made.

Estimate of Record

RO Number: 50493

2021 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection White

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT INFORMATION TO OBTAIN OR AMEND INSURANCE COVERAGE OR TO MAKE A CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THIS ESTIMATE IS FOR REPAIRS TO MEET VEHICLE MANUFACTURER AND INDUSTRY STANDARDS. AS THE CUSTOMER, IT IS YOUR RESPONSIBILITY TO CONTACT THE THIRD-PARTY PAYOR FOR PAYMENT OF THE REPAIRS YOU HAVE AUTHORIZED.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

""CURE TIME"" MEANS THE LENGTH OF TIME THAT, PER THE ADHESIVE MANUFACTURER, THE WINDSHIELD ADHESIVE NEEDS TO CURE UNTIL THE WINDSHIELD CAN PROPERLY FUNCTION AS A SAFETY DEVICE PURSUANT TO THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND THE VEHICLE MANUFACTURER'S SPECIFICATIONS.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. ANY WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE PARTS, RATHER THAN BY THE ORIGINAL MANUFACTURER OF YOUR VEHICLE.

Estimate of Record

RO Number: 50493

2021 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection White

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GC21, CCC Data Date 02/02/2026, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Estimate of Record

RO Number: 50493

2021 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection White

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
3	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#GM1000A45C Non OEM CAPA Bumper cover w/o frt park assist Quote: 3322940629 Expires: 03/16/26	\$ 633.00
5	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#GM1200828 Non OEM Grille assy LS, COMMERCIAL Quote: 3322945576 Expires: 03/16/26	\$ 651.00
14	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#GM1240418C Non OEM CAPA LT Fender Quote: 3322950089 Expires: 03/16/26	\$ 753.00



Golden State Paint and Body

Always Quality First
1915 W. Olive Avenue, Porterville, CA 93257
Phone: (559) 781-3604
FAX: (559) 781-5802

Workfile ID: a0c7fc1e
Federal ID: 77-057-5597
Resale Number: 97-884984
State EPA: CAL000205607
BAR: 141571

Preliminary Supplement 1 with Summary

RO Number: 50493

Written By: Ashley Heusdens

Insured: Porterville Fire Department Policy #: Claim #:
Type of Loss: Date of Loss: Days to Repair: 0
Point of Impact: 11 Left Front

Owner: Porterville Fire Department
(805) 680-0597 Cell

Inspection Location: Golden State Paint and Body
1915 W. Olive Avenue
Porterville, CA 93257
Repair Facility
(559) 781-3604 Business

Insurance Company:

VEHICLE

2021 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection White

VIN: 1GNSKLED5MR358543 Interior Color: Mileage In: 9 Vehicle Out:
License: 1620078 Exterior Color: White Mileage Out:
State: CA Production Date: Condition: Job #:

TRANSMISSION

Automatic Transmission
Overdrive
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors
Privacy Glass
Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control

DUAL AIR CONDITION

Backup Camera
Parking Sensors

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Xenon or L.E.D. Headlamps

Positraction
Lane Departure Warning

ROOF

Luggage/Roof Rack

SEATS

3rd Row Seat

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

TRUCK

Trailer Hitch
Trailer Package
Running Boards/Side Steps

Preliminary Supplement 1 with Summary

RO Number: 50493

2021 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection White

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	FRONT BUMPER & GRILLE						
2		O/H front bumper				3.8	
3	** <>	Repl Non OEM CAPA Bumper cover w/o frt park assist	87813937	1	633.00	Incl.	3.3
4		Add for Clear Coat					1.3
5	**	Repl Non OEM Grille assy LS, COMMERCIAL	85633891	1	651.00	Incl.	
6	S01	R&I Lower cover				Incl.	
7	* <>	S01 Rpr Lower cover				<u>2.0</u>	1.8
8		S01 Overlap Major Non-Adj. Panel					-0.2
9		S01 Add for Clear Coat					0.3
10		S01 Repl LT Guide	85594225	1	19.88	0.1	
11	#	S01 R&I Transfer grille wiring Note: Included op				<u>Incl.</u>	
12		R&I Lower molding black				Incl.	
13		R&I License bracket				0.2	
14	FRONT LAMPS						
15	S01	Repl LT Headlamp assy	85123917	1	1,049.95	0.5	
16		S01 Aim headlamps				0.5	
17		R&I RT Side marker lamp				Incl.	
18		Repl LT Side marker lamp	84776452	1	32.38	Incl.	
19	HOOD						
20	* S01	R&I Release lever				<u>0.2</u>	
21	FENDER						
22	**	Repl Non OEM CAPA LT Fender	84384210	1	753.00	2.4	2.2
23		Overlap Major Non-Adj. Panel					-0.2
24		Add for Clear Coat					0.4
25		Add for Edging					0.5
26		Repl LT Fender liner w/Z71, Police, SSV	84856829	1	156.20	Incl.	
27	#	S01 R&I LT Fire light				0.2	
28	ENGINE						
29	S01	R&I Air inlet grille				Incl.	
30	PILLARS, ROCKER & FLOOR						
31	*	R&I LT Step bar assy black				<u>0.7</u>	
32	* S01	R&I <u>Loosen LT Frt rocker mldg w/o pwr assist step</u>				<u>0.4</u>	
33	VEHICLE DIAGNOSTICS						
34	*	Rpr Pre-repair scan				m <u>0.5</u>	M
35	*	Rpr Post-repair scan				m <u>0.5</u>	M
36	#	S01 Steering angle sensor		1		0.3	M
37	MISCELLANEOUS OPERATIONS						
38		Repl Cover car/bag		1		0.2	
39	#	Repl SPRAY TEST PANEL / TINT		1	7.50	T 0.5	

Preliminary Supplement 1 with Summary

RO Number: 50493

2021 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection White

		COLOR				
40	#	Rpr	DENIB/TEXTURE SAND & POLISH			1.0
41	**	Repl	Non OEM Mask for primer	1	5.00	0.2
42	#	Subl	HAZARDOUS WASTE REMOVAL	1	12.00 X	
43	#	Repl	Flex additive	1	12.00 T	
44	#		Alignment	1	140.00 X	
				SUBTOTALS	3,471.91	14.2
						9.4

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			3,300.41
Body Labor	12.9 hrs @	\$ 92.00 /hr	1,186.80
Paint Labor	9.4 hrs @	\$ 92.00 /hr	864.80
Mechanical Labor	1.3 hrs @	\$ 140.00 /hr	182.00
Paint	9.4 hrs @	\$ 50.00 /hr	470.00
Miscellaneous			171.50
Subtotal			6,175.51
Sales Tax	\$ 3,789.91 @	9.2500 %	350.57
Grand Total			6,526.08

MyPriceLink Estimate ID / Quote ID:

1446618234802413568 / 150770865

Preliminary Supplement 1 with Summary

RO Number: 50493

2021 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection White

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Deleted Items							
9	R&I	LT Headlamp assy				-0.5	
10	Repl	LT Headlamp assy center bracket	84849887	1	-22.83	-0.1	
Added Items							
6	S01	R&I Lower cover				Incl.	
7	* <>	S01 Rpr Lower cover				<u>2.0</u>	1.8
8	S01	Overlap Major Non-Adj. Panel					-0.2
9	S01	Add for Clear Coat					0.3
10	S01	Repl LT Guide	85594225	1	19.88	0.1	
11	#	S01 R&I Transfer grille wiring				<u>Incl.</u>	
		NOTE: Included op					
15	S01	Repl LT Headlamp assy	85123917	1	1,049.95	0.5	
16	S01	Aim headlamps				0.5	
19	HOOD						
20	*	S01 R&I Release lever				<u>0.2</u>	
27	#	S01 R&I LT Fire light				0.2	
28	ENGINE						
29	S01	R&I Air inlet grille				Incl.	
32	*	S01 R&I <u>Loosen LT Frt rocker mldg w/o pwr assist step</u>				<u>0.4</u>	
36	#	S01 Steering angle sensor		1		0.3 M	
SUBTOTALS					1,047.00	3.6	1.9

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			1,047.00
Body Labor	3.3 hrs @	\$ 92.00 /hr	303.60
Paint Labor	1.9 hrs @	\$ 92.00 /hr	174.80
Mechanical Labor	0.3 hrs @	\$ 140.00 /hr	42.00
Paint	1.9 hrs @	\$ 50.00 /hr	95.00
Subtotal			1,662.40
Sales Tax	\$ 1,142.00 @	9.2500 %	105.64
Total Supplement Amount			1,768.04
NET COST OF SUPPLEMENT			1,768.04

MyPriceLink Estimate ID / Quote ID:

1446618234802413568 / 150770865

Preliminary Supplement 1 with Summary

RO Number: 50493

2021 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection White

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	4,758.04	Ashley Heusdens
Supplement S01	1,768.04	Ashley Heusdens
Job Total:	\$ 6,526.08	

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. AFTER THE WORK HAS BEEN STARTED, WORN OR DAMAGED PARTS WHICH WERE NOT EVIDENT ON FIRST INSPECTION MAY BE DISCOVERED. NATURALLY, THIS ESTIMATE CANNOT COVER SUCH CONTINGENCIES. ALL PARTS WILL BE REPLACED WITH NEW PARTS UNLESS STATED OTHERWISE.

If, on further inspection, additional parts or repairs are needed, you will be contacted for authorization. We are not responsible for personal property left in your vehicle during repairs. All tests will be made by our employees at your risk. All repairs must be paid for in full, including the deductible, before vehicle can be released, unless prior arrangements are made.

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT INFORMATION TO OBTAIN OR AMEND INSURANCE COVERAGE OR TO MAKE A CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THIS ESTIMATE IS FOR REPAIRS TO MEET VEHICLE MANUFACTURER AND INDUSTRY STANDARDS. AS THE CUSTOMER, IT IS YOUR RESPONSIBILITY TO CONTACT THE THIRD-PARTY PAYOR FOR PAYMENT OF THE REPAIRS YOU HAVE AUTHORIZED.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_

Preliminary Supplement 1 with Summary

RO Number: 50493

2021 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection White

SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

""CURE TIME"" MEANS THE LENGTH OF TIME THAT, PER THE ADHESIVE MANUFACTURER, THE WINDSHIELD ADHESIVE NEEDS TO CURE UNTIL THE WINDSHIELD CAN PROPERLY FUNCTION AS A SAFETY DEVICE PURSUANT TO THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND THE VEHICLE MANUFACTURER'S SPECIFICATIONS.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. ANY WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE PARTS, RATHER THAN BY THE ORIGINAL MANUFACTURER OF YOUR VEHICLE.

Preliminary Supplement 1 with Summary

RO Number: 50493

2021 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection White

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GC21, CCC Data Date 02/02/2026, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Supplement 1 with Summary

RO Number: 50493

2021 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection White

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
3	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#GM1000A45C Non OEM CAPA Bumper cover w/o frt park assist Quote: 3322940629 Expires: 03/16/26	\$ 633.00
5	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#GM1200828 Non OEM Grille assy LS, COMMERCIAL Quote: 3322945576 Expires: 03/16/26	\$ 651.00
22	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#GM1240418C Non OEM CAPA LT Fender Quote: 3322950089 Expires: 03/16/26	\$ 753.00



SUBJECT: Authorization to Purchase Additional Lighted Bus Stop Sign Poles

SOURCE: Transportation

COMMENT: On May 20, 2025, the City Council authorized the Bus Stop Sign Replacement Project, including the purchase of one hundred (100) lighted bus stop sign poles from Smart Era Lighting Systems (SELS). Since that approval, recent transit route adjustments and service changes have resulted in the establishment of additional bus stop locations that were not included in the original project scope.

To ensure consistent signage, visibility, and customer information at these new locations, staff has identified the need to purchase an additional twenty-four (24) lighted bus stop sign poles. The additional poles will match the original design and specifications to maintain uniformity across the transit system.

SELS has provided pricing for the additional poles in the amount of \$53,988.00, which does not include sales tax. Sales tax will be paid directly by the City at the time of invoicing. Including estimated sales tax, freight, and a 10% contingency, the total authorization requested is \$64,880.08. Funding for this purchase will be provided through Federal Transit Administration (FTA) funds (80%) and Local Transportation Funds (LTF) for the required 20% local match.

RECOMMENDATION: That the City Council authorize the purchase of twenty-four (24) additional lighted bus stop sign poles from Smart Era Lighting Systems (SELS) for the Bus Stop Sign Replacement Project in an amount not to exceed \$64,880.08.

ATTACHMENTS: 1. SELS Quote 2-5-2026

Appropriated/Funded:

Review By:

Department Director:

Russell Isom, Director of Transportation

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



SELS - Smart Era Lighting Systems
 1710 King Street
 High Point, NC 27260

Quote

704-495-3535
 CustomerService@SELSsolar.com
arandall@selssolar.com

RFP: 24/25-SR1996

Date: 02/05/2026

Quote Number: 24/25/-SR1996

To: City of Porterville
 RFP No. 24/25-SR1996
 BUS STOP SIGNS

Reference: CITY OF PORTERVILLE

Item	Description of Goods & Services	Qty	Price	Total
1	Solar Panel: 33W solar panel / Battery: 30.Ah, 12.8V Lithium Iron Phosphate (LiFePO4) battery / LED Output: Up to 2000 Lumens / Secondary Lights: Standard Color Red	24	\$ 1,499.00	\$ 35,976.00
2	Lilly Pad Pole and 2 Seats, (red powder coat seating, blue powder coat pole)	24	\$ 562.50	\$ 13,500.00
3	Schedule Holder	24	\$ 141.00	\$ 3,384.00
4	Double Sided with reflective surface - T&T Signs	24	\$ 47.00	\$ 1,128.00
Total Amount				\$ 53,988.00

Total: Two hundred twenty-two thousand nine hundred fifty dollars.

Note: Tax will be applied at the time of invoicing unless a valid tax-exempt certificate is provided.

Note: This quote must be accepted with the signature of the pilot program and agreement to the terms. The timeframe for the term must be verified with agency

Note: SELS can provide full installation of the TPS Solar Light units for the City of Porterville, including permit acquisition and compliance with all city requirements. The cost per unit is \$515

Amount	\$	53,988.00
Tax	\$	-
Total Quotation	\$	53,988.00

This material is intended solely for use by the addressee and its agents at addressee organization. This quote request is sent to compare available offers and does not imply entering into a legally binding agreement. Quote valid for 60 days from date of issue.



CITY COUNCIL AGENDA – FEBRUARY 17, 2026

SUBJECT: Authorization for Access to State and Federal Summary Criminal History Information

SOURCE: Administrative Services

COMMENT: California Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts, and joint powers authorities to access state and local summary criminal history information for employment purposes. These statutes also authorize access to federal criminal history information by submitting fingerprint images and related information to the California Department of Justice (DOJ), which then transmits the information to the Federal Bureau of Investigation (FBI).

State law requires that a city's governing body specifically authorize such access by resolution. In addition, the statutes require that there be a requirement or exclusion from employment based on specific criminal conduct in order to obtain access to state and federal summary criminal history information.

The City of Porterville currently conducts background checks for certain positions; however, the Police Department is presently the only department authorized to directly receive state and federal criminal history information. As a result, the Human Resources Division must rely on indirect coordination, which can create inefficiencies and delays during the recruitment and onboarding process.

Formal City Council authorization is required to allow the Human Resources Division within the Administration Department to directly access state and federal summary criminal history information for employment purposes, including for volunteers and contract employees, as applicable. Granting this authority will streamline hiring processes, improve operational efficiency, and ensure compliance with statutory requirements.

The attached draft resolution includes language establishing the required employment-related use and exclusion criteria necessary under state law to authorize such access.

RECOMMENDATION: That the City Council adopt a resolution authorizing the Human Resources Division of the Administration Department to access state and federal level summary criminal history information for employment purposes, including volunteers and contract employees.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

RESOLUTION NO. _____-2026

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING THE HUMAN RESOURCES DIVISION IN THE ADMINISTRATION DEPARTMENT OF THE CITY OF PORTERVILLE TO ACCESS STATE AND FEDERAL LEVEL SUMMARY CRIMINAL HISTORY INFORMATION

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts and joint powers authorities to access state and local summary criminal history information for employment; and

WHEREAS, Penal Code Section 11105(b)(11) authorizes cities, counties, districts and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment based on specific criminal conduct on the part of the subject of the record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the city council, board of supervisors, governing body of a city, county or district or joint powers authority to specifically authorize access to summary criminal history information for employment.

NOW THEREFORE, BE IT RESOLVED, that the City of Porterville Human Resources Division is hereby authorized to access state and federal level summary criminal history information for employment with the City of Porterville (including volunteers and contract employees) and may not disseminate the information to a private entity; and

BE IT FURTHER RESOLVED that the City of Porterville Human of Resources Division shall not consider a person who has been convicted of a violent or serious felony or misdemeanor eligible for employment (including volunteers and contract employees, if applicable).

The Clerk of the City of Porterville shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 17th day of February, 2026.

Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

By: _____
Fernando Gabriel-Moraga, Chief Deputy City Clerk



CITY COUNCIL AGENDA – FEBRUARY 17, 2026

SUBJECT: Authorization to Repair HVAC System at Fire Station 73

SOURCE: Fire

COMMENT: During routine maintenance performed on February 2, 2026, by Emcor Services, a leak in the evaporator coil of the HVAC system at Station 73 was identified. This issue requires immediate attention to maintain the operational efficiency and comfort of the facility. As this issue was discovered during routine maintenance under our service contract, no additional quotes were requested.

The proposed work to be performed by Emcor Services includes the replacement of the evaporator coil, as outlined in the quote, to restore proper operation of the HVAC system. The total cost of the proposed repair is \$18,035. Funding for this repair is available in the Fire Department's Equipment Replacement Fund.

RECOMMENDATION: That the City Council approve HVAC system repairs at Fire Station 73 to be performed by EMCOR Services under the City's existing service contract, in an amount not to exceed \$18,035.

ATTACHMENTS: 1. Fire Station 73 Evaporator Coil Replacement

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Fire Chief

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



3980 N Chestnut Diagonal.
 Fresno, CA 93726
 Service: (559) 277-7900
 Fax: (559) 277-4920
 CA Lic. 611215

Quote #
 26-083114

Equipment Repair Estimate

February 2, 2026

SUBMITTED TO:

City of Porterville
 Sarah Weaver
 291 N. Main St
 Porterville CA 93257

JOB LOCATION:

Fire Station 73
 Sarah Weaver
 1062 S Jaye St
 Porterville CA 93257

FACILITY STATUS / URGENCY:

Evaporator Coil Replacement

Unit #:	VRF- Break Room
Make:	Trane
Model #:	TVD0048B100NB
Serial #:	Y7HTPALD400021V

SCOPE OF WORK / DIAGNOSIS:

During our last visit our Technician identified a leak in the evaporator coil . Recommendation follows:
 1). Loto to isolate power to unit. Recover R-410A refrigerant from the system.
 2). Remove and replace the evaporator coil. Pressurize system with nitrogen and verify no leaks present.
 3). Evacuate system to proper vacuum levels.
 4). Recharge system with recovered refrigerant and add an additional 15–20 lbs of R410A as required.
 5). Adjust charge to achieve approximately 10°F of superheat.
 6). Remove loto and start unit and verify proper operation.
 7). Clean-up work area and report to customer of completed work.

ADDITIONAL INFORMATION

****THIS PROPOSAL IS ONLY VALID FOR 10 DAYS**** ***ALL SALES WITH MATERIALS ARE FINAL***
 All work to be done during normal working hours and days. Excludes anything other than listed above.

The total cost, including all labor, materials and taxes is (Paid by Check): \$18,035

There is a 3% Fee for paying by credit card, The total cost is: \$18,576

By accepting this proposal the purchaser agrees to the attached terms and conditions. This quotation will be valid for a period of 30 days and payment is due 30 days from invoicing. If payment is not received interest will accrue at the rate of 1.5% per month. If an action is brought for collection the prevailing party shall be entitled to attorney's fees.

WARNING: Contractors are required by law to be licensed by the Contractor's State License Board which has jurisdiction to investigate complaints against Contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, CA 95826 [California Business and Professional Code 7030(a)]

EMCOR: Andrew Villarreal
 Title: Customer Service Rep

Accepted By: _____
 Title: _____
 Date: _____
 PO# (If Applicable): _____

Terms and Conditions

The following "Terms and Conditions" are between Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy and
City of Porterville hereto after referred to as "you the client".

- A. The guarantees and services provided under the scope of this agreement are conditioned upon "you the client" operating and maintaining systems/equipment. "You the client" will do so in accordance to industry-accepted practices, or in consideration of our recommendations.
- B. "You the client" will provide and permit reasonable access to all areas where work is to be performed. Mesa Energy Systems Inc dba EMCOR Services Mesa Energy will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- C. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the "you the client" in accordance with Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy current established rates.
- D. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.
- E. Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
- F. Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- G. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Mesa Energy Systems, Inc. EMCOR Services Mesa Energy.
- H. This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.
- I. Mesa Energy Systems, Inc. dba Emcor Services Mesa Energy shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
- J. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- K. Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- L. Only Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy personnel or agent are authorized to perform the work included in the scope of this agreement. Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
- M. This Agreement and all rights hereunder shall not be assignable unless approved by Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy. In the event of additional freight, labor, or material costs resulting from "you the client" request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, "You the client" agrees to pay these additional costs at Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy current rates.
- N. The scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Mesa Energy Systems, Inc. EMCOR Services Mesa Energy encounters such material in performing its work, Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- O. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- P. This agreement does not include the disposal of hazardous waste; any charges incurred for their proper disposal will be born by "you the client" as an extra to the contract price.
- Q. "You the client" agrees that in the event that there shall have been passed a federal and/or state law which shall compel Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy cost of performing this contract.
- R. "You the client" acknowledges and agrees that any purchase order issued by "you the client" in accordance with this Agreement, is intended only to establish payment authority for "you the client" internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the "you the client" purchase order will have any force or effect.
- S. This proposal is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus, and is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract, that any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise as a result of the COVID-19 pandemic or Corona virus will entitle contractor to an equitable adjustment for time and cost.



SUBJECT: Authorization to Execute the First Amendment to the Land Lease Agreement with American Tower

SOURCE: Finance

COMMENT: On April 30, 2008, the City of Porterville entered into a Land Lease Agreement for the installation and operation of a wireless communications facility located at 500 Newcomb Street. The lease allows for the placement and operation of a cellular communications tower and related equipment on City-owned property and has provided a consistent revenue source to the City for more than fifteen years.

American Tower, the current lessee and operator of the facility, has requested an amendment to the existing lease to extend the term and secure the long-term viability of the site. The proposed First Amendment to the Land Lease Agreement provides for additional renewal options, modifies rent escalation provisions, and includes a one-time lease consideration payment to the City.

Under the existing lease, the agreement includes multiple renewal options. The proposed amendment adds seven (7) additional five-year renewal terms, which will automatically renew unless either party provides timely notice of non-renewal, extending the potential lease term through April 30, 2068. This amendment provides long-term certainty for both the City and the lessee while preserving the City's ability to terminate the lease in the event of an uncured material default.

The initial base rent amount remains unchanged under the amended lease. However, the amendment modifies the rent escalation structure. Specifically, the First Amendment:

- Supersedes and nullifies all prior rent escalation provisions contained in the original lease; and
- Establishes rent increases of ten percent (10%) every five (5) years, beginning May 1, 2028, and continuing for the duration of the lease term.

This change provides a predictable and structured escalation schedule while maintaining the existing base rent at the outset of the amended term.

As part of the amendment, American Tower will provide the City with a one-time lease consideration payment in the amount of \$100,000. This payment is a condition precedent to the effectiveness of the amended lease and is not contractually restricted to a specific use. Staff proposes that these funds be allocated to support upcoming America 250 community celebrations and related civic initiatives, subject to City Council direction.

The amended lease maintains the City's ability to terminate the agreement in the event of a material default by the lessee that is not cured within the timeframes specified in the agreement. While cure periods are provided where the lessee is actively and diligently pursuing correction, the City retains enforcement authority consistent with the terms of the amended lease.

Approval of the First Amendment provides the City with long-term lease stability, continued wireless service coverage, predictable future rent increases, and an immediate one-time revenue benefit. The lease does not require City operational expenditures, does not impact the General Fund, and continues to place responsibility for facility operation, maintenance, insurance, and compliance on the lessee.

RECOMMENDATION: That the City Council authorize the Mayor and City Manager to execute the First Amendment to the Land Lease Agreement with American Tower to extend the lease term through April 30, 2068, modify rent escalation provisions to provide for ten percent (10%) increases every five (5) years, and accept a one-time lease consideration payment in the amount of \$100,000.

ATTACHMENTS: 1. First Amendment to Land Lease Agreement
2. American Tower Original Agreement
3. American Tower Lease Amendment Letter

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

THE FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Porterville**, a municipal corporation ("**Landlord**") and **Fresno MSA Limited Partnership d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated March 27, 2008 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **One Hundred Thousand and No/100 Dollars (\$100,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before March 31, 2026; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on May 1, 2008 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on April 30, 2033. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of seven (7) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall

automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that current rent payable from Tenant to Landlord under the Lease is equal to **Two Thousand Three Hundred Ninety-Five and 80/100 Dollars (\$2,395.80)** per month (the "**Rent**"). Commencing on May 1, 2028 and on the beginning of each Renewal Term thereafter, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to ten percent (10%) of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Porterville CA**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in the Lease, as modified by this Amendment. Notwithstanding the foregoing, Tenant shall not need consent or approval from, but shall provide notice to, Landlord for subleasing and licensing to additional customers. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (ii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the

execution and delivery by Landlord of this Amendment; (iii) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (iv) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (v) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

6. **Notices.** The Parties acknowledge and agree that Section 22 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Porterville, 291 North Main Street, Porterville, California, 93257; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn: Legal Department, 222 Berkeley Street, 7th Floor, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
8. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: 410981
VZW Site No: 115319
Site Name: West Porterville CA

LANDLORD:

City of Porterville,
a municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Fresno MSA Limited Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Real property in the City of PORTERVILLE, County of TULARE, State of California, described as follows:

LOTS 75 & 76 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 34 OF MAPS, TULARE COUNTY RECORDS.

EXCEPTING THE WEST 40 FEET OF SAID LOT 75.

MEMO: BY ORDER OF BOARD OF SUPERVISORS OF TULARE COUNTY, THE EAST 10 FEET AND THE WEST 10 FEET OF GRAND AVENUE LYING BETWEEN LOTS 78 AND 79 WAS ABANDONED.

APN: 251-010-001 and 251-020-001

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Ian P. Fitzgerald, Esq.
ATC Site No: 410981
ATC Site Name: West Porterville CA
Assessor's Parcel No(s): 251-010-001 and 251-020-001

Prior Recorded Lease Reference:

Document No: 2009-0056862
State of California
County of Tulare

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Porterville**, a municipal corporation ("**Landlord**") and **Fresno MSA Limited Partnership d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated March 27, 2008 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be April 30, 2068. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 410981
VZW Site No: 115319
Site Name: West Porterville CA

4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Porterville, 291 North Main Street, Porterville, California, 93257; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn: Legal Department, 222 Berkeley Street, 7th Floor, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Porterville,
a municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____, before me, _____, Notary Public, personally
(print name of notary)
appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of officer

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

Fresno MSA Limited Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Real property in the City of PORTERVILLE, County of TULARE, State of California, described as follows:

LOTS 75 & 76 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 34 OF MAPS, TULARE COUNTY RECORDS.

EXCEPTING THE WEST 40 FEET OF SAID LOT 75.

MEMO: BY ORDER OF BOARD OF SUPERVISORS OF TULARE COUNTY, THE EAST 10 FEET AND THE WEST 10 FEET OF GRAND AVENUE LYING BETWEEN LOTS 78 AND 79 WAS ABANDONED.

APN: 251-010-001 and 251-020-001

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

LAND LEASE AGREEMENT

This Agreement, made this 27th day of March, 2008, between City of Porterville, a municipal corporation, with its principal offices located at 291 North Main Street, Porterville, California 93257, Social Security #/Tax ID# _____, hereinafter designated LESSOR and Fresno MSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 500 Newcomb Street, Porterville, Tulare County, California, and being described as a 30' by 90' parcel containing 2,700 square feet (the "Land Space"), together with the non exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks over or along a fifteen (15) foot wide right of way extending from the nearest public right of way, Newcomb Street, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of Tulare County as Assessor's Parcel Numbers 251-010-001 and 251-020-001.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right of way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-One Thousand Six Hundred Dollars (\$21,600.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (whichever is applicable, the "Commencement Date").

LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Twenty-Three Thousand Seven Hundred and Sixty Dollars (\$23,760.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to Twenty-Six Thousand One Hundred and Thirty-Six Dollars (\$26,136.00); the annual rental for the third (3rd) five (5) year extension term shall be increased to Twenty-Eight Thousand Seven Hundred and Forty-Nine and 60/100 Dollars (\$28,749.60); and the annual rental for the fourth (4th) five (5) year extension term shall be increased to Thirty-One Thousand Six Hundred Twenty-Four and 56/100 Dollars (\$31,624.56).

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for subsequent, unlimited terms of five (5) years thereafter, until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to one hundred fifteen percent (115%) of the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above.

LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. INDEMNIFICATION. Subject to Paragraph 9 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE.

(a) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

(b) LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 8 and 28, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or

interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 32 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

14. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 13 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 13 and this Paragraph 14, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 13 shall be increased to one hundred and ten percent (110%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

15. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

17. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

18. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and

enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

21. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto. LESSOR hereby acknowledges that LESSEE contemplates entering into a sublease agreement with I-Mobile.

22. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Porterville
291 North Main Street
Porterville, California 93257

LESSEE: Fresno MSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

23. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

24. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor in interest or Purchaser will (i) honor all of the terms of the Agreement, (ii) fulfill LESSOR's obligations under the Agreement, and (iii) promptly cure all of the then existing LESSOR defaults under the Agreement. Such Non Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Property, (iii) agrees to give Lender copies of whatever notices of default LESSEE must give LESSOR, (iv) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR, (v) agrees to not pay rent more than one month, or one year in the event the rent is paid annually, in advance and (vi) agrees that no material modification or material amendment of the Agreement will be binding on Lender unless it has been consented to in writing by Lender. LESSOR and LESSEE agree that, for the purposes of this Paragraph 24, nonmaterial amendments or modifications shall include, but shall not be limited to, the following: (i) any extension of the term of the Agreement, (ii) any addition to, alteration, modification, or replacement of LESSEE's equipment, (iii) any relocation of LESSEE's equipment, (iv) any increase in the rent, and (v) any decrease in the rent, provided however, that such an amendment shall become material should the decrease in rent result in rent lower than the amount then prescribed by the unamended Agreement. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

25. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

26. DEFAULT

(a) In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

(b) In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

27. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay

LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

28. ENVIRONMENTAL.

(a) LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

(b) LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

30. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to

disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

31. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

32. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

WEST PORTERVILLE
SITE NUMBER: 115319
ATTY/DATE

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of Porterville, a municipal corporation

By: 

Name: CAMERON HAMILTON

Title: MAYOR

Date: 1-15-08

LESSEE:

Fresno MSA Limited Partnership
d/b/a Verizon Wireless
By CeNco Partnership, Its General Partner

By: 

Name: Keith A. Surratt

Title: West Area Vice President - Network

Date: 3/27/08

WEST PORIERVILLE
SITE NUMBER: 115319
ATTY/DATE

Exhibit "A"
(Sketch of Premises within Property Attached)

LESSOR'S PROPERTY DESCRIPTION:

REAL PROPERTY IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
 LOTS 75 & 76 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 34 OF MAPS, TULARE COUNTY RECORDS.
 EXCEPTING THE WEST 40 FEET OF SAID LOT 75.
 HEAD: BY ORDER OF BOARD OF SUPERVISORS OF TULARE COUNTY, THE EAST 10 FEET AND THE WEST 10 FEET OF GRAND AVENUE LYING BETWEEN LOTS 75 AND 79 WAS ABANDONED.

PROPOSED VERIZON WIRELESS COVERED PREMISE DESCRIPTION:
 SEE SHEET C-2

NOTES

OWNER: CITY OF PORTERVILLE
 APN: 251-010-001 AND 251-020-001
 THE INFORMATION SHOWN HEREON IS BASED UPON A FIELD SURVEY AND A COMPILATION OF AVAILABLE RECORD AND TITLE INFORMATION, UNLESS NOTED OTHERWISE, PROPERTY LINES ARE DERIVED FROM RECORD INFORMATION, THIS IS NOT A BOUNDARY SURVEY.
 THE EASEMENTS (IF ANY) THAT APPEAR ON THIS MAP HAVE BEEN PLOTTED BASED SOLELY ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT BY FIRST AMERICAN TITLE COMPANY, ORDER NO. 5401-1529152 4th UPDATE, DATED NOVEMBER 7, 2007.
 THE UNDERGROUND UTILITIES (IF ANY) THAT APPEAR ON THIS MAP HAVE BEEN LOCATED BY FIELD OBSERVATION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. OTHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.

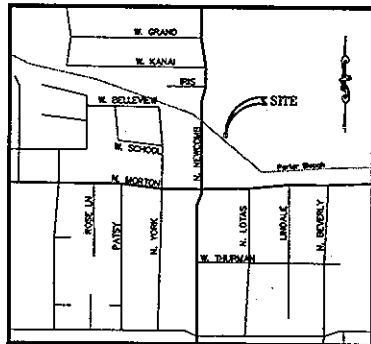
THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD RATE MAP FOR COUNTY NO. 064077, PAVED NO. 00000, DATED OCTOBER 15, 1985, SHOWS THAT THE LOCATION OF THIS SITE FALLS WITHIN ZONE C, WHICH IS OUTSIDE THE PUBLISHED 100 YEAR FLOOD PLAIN.

THE LATITUDE AND LONGITUDE AT THE SHOWN LOCATION WAS DETERMINED BY GPS OBSERVATIONS.

LAT. 36°04'27.8" N, NAD 83
 LONG. 119°03'06.9" W, NAD 83
 ELEV. 435.9 NAVD 88 (BASIS OF DRAWING)

LAT. 36°04'28.0" N, NAD 27
 LONG. 119°03'03.5" W, NAD 27
 ELEV. 435.2 NAVD 29

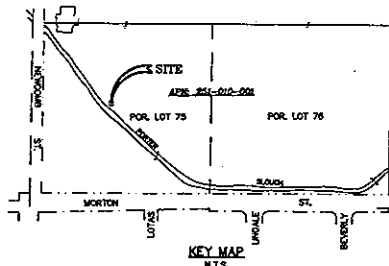
The information shown above meets or exceeds the requirements set forth in F.A.A. order 8260.119c for 1-A accuracy (± 1' horizontally and ± 3' vertically). The horizontal datum (coordinates) are expressed as degrees, minutes and seconds, to the nearest tenth of a second. The vertical datum (heights) are expressed in feet and decimals thereof and are determined to the nearest 0.1 foot.



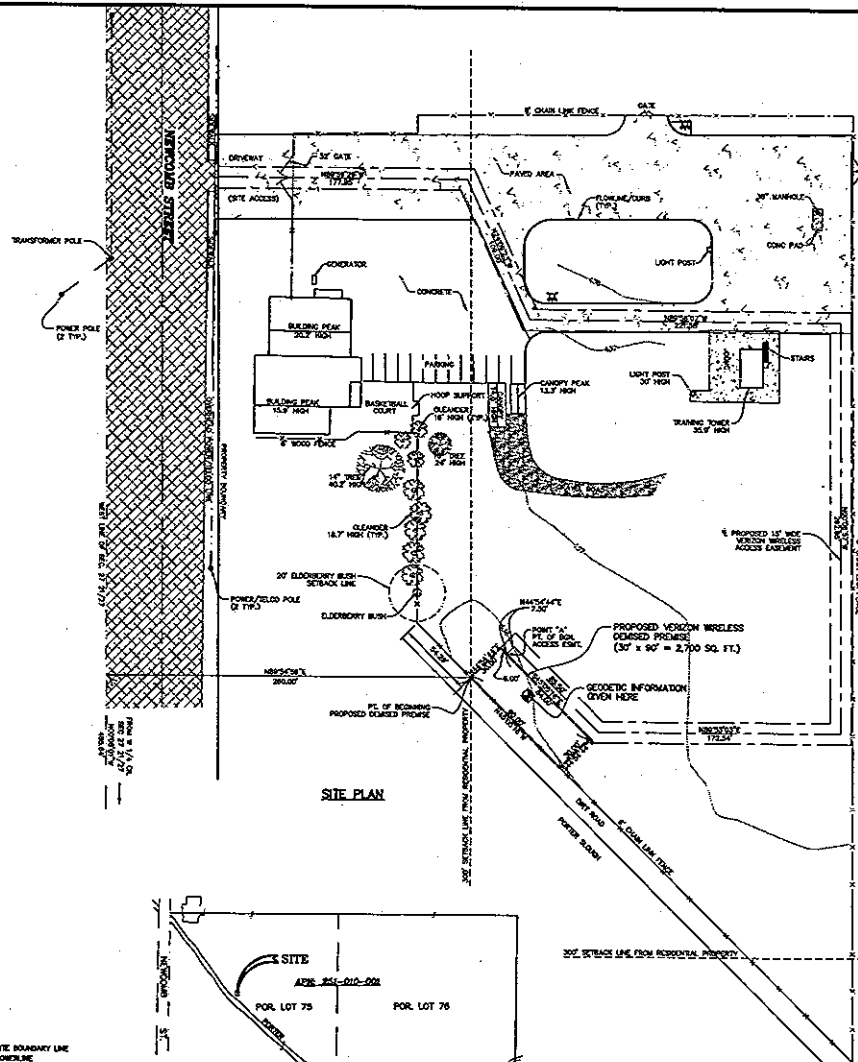
NEIGHBORHOOD MAP
 NOT TO SCALE

LEGEND

- SITE BOUNDARY LINE
- PROPERTY LINE
- POWER POLE (P.P.)
- FLOOD LIGHT
- FIRE HYDRANT
- WATER VALVE



KEY MAP
 N.T.S.



SITE PLAN

APN: 251-010-001



ALL DISTANCES AND BEARING MEASUREMENTS ARE THE PROPERTY OF THE ARCHITECT/ENGINEER/SURVEYOR AND MAY NOT BE REPRODUCED, COPIED, OR DISSEMINATED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT/ENGINEER/SURVEYOR.

SPACE RESERVED FOR PROFESSIONAL SEAL

NO.	DESCRIPTION	BY	DATE
1	PRELIMINARY	PHC	7/27/04
2	CONSTRUCTION	PHC	12/05/04
3	SITE NUMBER	DL	3/07/05
4	ASSET LOSS	PHC	11/09/07
5	ACCESS EMT.	DL	12/23/07
6	ACCESS EMT.	PHC	12/04/07

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DRAWN BY: DL
 CHECKED BY: MJ
 DATE DRAWN: 7/26/04
 METHOD JOB #: 87-005

SITE NAME

WEST PORTERVILLE

SITE #

P8# 116310

SITE ADDRESS

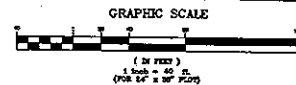
500 NEWCOMB ST.
 PORTERVILLE, CA
 93257
 TULARE COUNTY

SHEET TITLE

SITE SURVEY

SHEET

C-1



PHC
 DL
 MJ
 7/26/04

WEST PORTERVILLE
SITE NUMBER: 115319
ATTY/DATE

Exhibit "B"
(Survey)

LESSOR'S PROPERTY DESCRIPTION:

SEE SHEET C-1

PROPOSED VERIZON WIRELESS DEEMED PROMISE DESCRIPTION:

ALL THAT PORTION OF THE LESSOR'S PROPERTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT A BRASS CAP MONUMENT STAMPED R.C.E. 12618 IN MONUMENT WELL AT THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 21 SOUTH, RANGE 27 EAST, M.D.S.B.M., IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA AS SHOWN ON RECORD OF SURVEY, FILED IN BOOK 18 PAGE 47 OF LICENSED SURVEY;
 THENCE ON AND ALONG THE WEST SECTION LINE OF SAID SECTION 27 N 00°05'01" W, A DISTANCE OF 428.64 FEET;
 THENCE LEAVING SAID WEST SECTION LINE N 89°54'56" E, A DISTANCE OF 260.00 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N 44°54'44" E, A DISTANCE OF 30.00 FEET;
 THENCE S 45°05'16" E, A DISTANCE OF 8.00 FEET TO POINT "A";
 THENCE CONTINUING S 45°05'16" E, A DISTANCE OF 84.00 FEET;
 THENCE S 44°54'44" W, A DISTANCE OF 30.00 FEET;
 THENCE N 45°05'16" W, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.
 CONTAINING 2,700 SQUARE FEET, MORE OR LESS.

TOGETHER WITH A 15.00 FOOT WIDE ACCESS EASEMENT, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE ABOVE DESCRIBED POINT "A";
 THENCE N 44°54'44" E, A DISTANCE OF 7.50 FEET;
 THENCE S 45°05'16" E, A DISTANCE OF 85.50 FEET;
 THENCE N 89°54'56" E, A DISTANCE OF 172.54 FEET;
 THENCE N 00°05'37" W, A DISTANCE OF 222.05 FEET;
 THENCE N 89°58'07" W, A DISTANCE OF 221.58 FEET;
 THENCE N 24°09'23" W, A DISTANCE OF 106.00 FEET;
 THENCE N 89°58'20" W, A DISTANCE OF 177.45 FEET TO THE EASTERLY RIGHT OF WAY OF NEWCOMB STREET AND THE TERMINUS OF THIS DESCRIPTION.

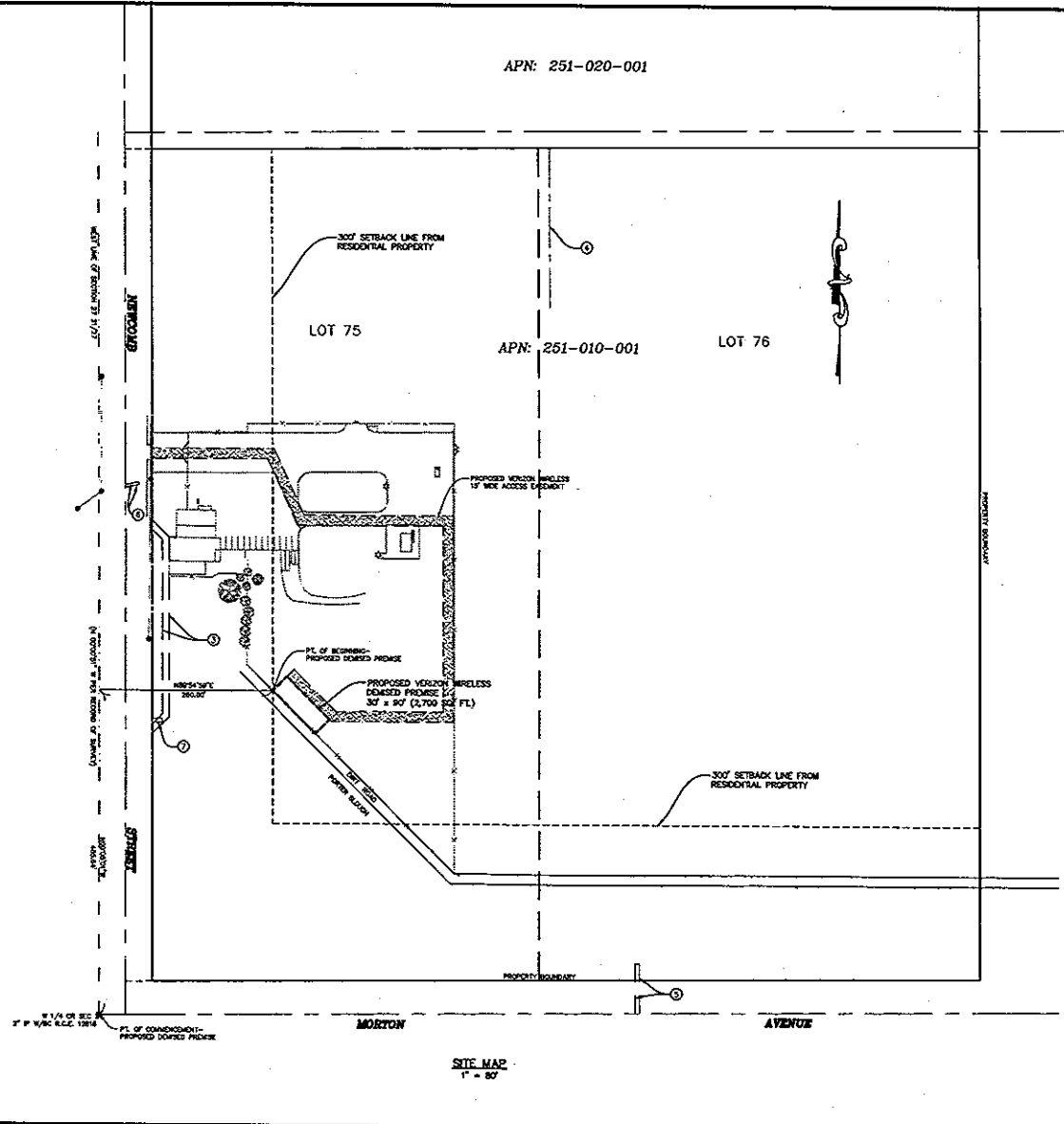
TOGETHER WITH EASEMENT OF VARYING WIDTHS FOR UTILITIES PURPOSES.

EXCEPTIONS PER TITLE RECORD:

1. TAXES AND ASSESSMENTS REPORT TO FOLLOW PLEASE VERIFY BEFORE CLOSING.
NEW APN NOS.: 251-020-001 AND 251-020-001
2. THE LHM OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.
3. AN EASEMENT FOR THE RIGHT OF WAY TO LAY, CONSTRUCT, MAINTAIN, OPERATE, REPAIR, RENEW, CHANGE THE SIZE OF AND MAINTAIN A PIPE LINE WITH METERS, REGULATING AND OTHER EQUIPMENT, FOR THE TRANSPORTATION OF GAS, WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND INCIDENTAL PURPOSES.
RECORDED AUGUST 23, 1947 IN BOOK 1264, PAGE 361 OF OFFICIAL RECORDS.
IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY, A CORPORATION
AFFECTS THE LAND.
4. AN EASEMENT FOR CONVEYING ELECTRIC ENERGY AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 2, 1953 AS INSTRUMENT NO. 25990 OF OFFICIAL RECORDS.
IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
AFFECTS THE LAND.
5. AN EASEMENT FOR DRAIN LINE AND INCIDENTAL PURPOSES, RECORDED DECEMBER 6, 1957 IN BOOK 2025, PAGE 130 OF OFFICIAL RECORDS.
IN FAVOR OF COUNTY OF TULARE, A BODY POLITIC
AFFECTS THE LAND.
6. AN EASEMENT FOR RIGHT TO CONSTRUCT, MAINTAIN, ALTER, ADD TO, REPAIR, REPLACE, INSPECT AND/OR REMOVE, CLIPS AND ANCHORS, TOGETHER WITH THE NECESSARY APPURTENANCES CONNECTED AND INCIDENTAL PURPOSES, RECORDED MARCH 6, 1961 IN BOOK 2250, PAGE 44 OF OFFICIAL RECORDS.
IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
AFFECTS THE LAND.
7. AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED DECEMBER 16, 1965 AS BOOK 4372, PAGE 277 OF OFFICIAL RECORDS.
8. A LEASE DATED SEPTEMBER 1, 2002, EXECUTED BY CITY OF PORTERVILLE, CALIFORNIA AS LESSOR AND PORTERVILLE PUBLIC FINANCING AUTHORITY AS LESSEE, RECORDED NOVEMBER 6, 2002 AS INSTRUMENT NO. 2002-0068897 OF OFFICIAL RECORDS.
AFFECTS THE LAND AND OTHER PROPERTY.
9. A LEASE DATED SEPTEMBER 1, 2002, EXECUTED BY PORTERVILLE PUBLIC FINANCING AUTHORITY AS LESSOR, A CITY OF PORTERVILLE, CALIFORNIA AS LESSEE, RECORDED NOVEMBER 6, 2002 AS INSTRUMENT NO. 2002-0068898 OF OFFICIAL RECORDS.
AFFECTS THE LAND AND OTHER PROPERTY.
10. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF SAID LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF.
11. EASEMENTS, CLAIMS OF EASEMENTS OR ENCUMBRANCES WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

APN: 251-020-001

APN: 251-010-001



ALL SURVEYS AND SITE MAPS, CONVEYANCE RECORDS AND THE PROPERTY OF THE SURVEYOR. NO PART OF THIS SURVEY OR ANY PART HEREOF SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR/ENGINEER/SURVEYOR.

SPACE RESERVED FOR PROFESSIONAL SEAL

NO.	DESCRIPTION	BY	DATE
1	PRELIMINARY	PLC	2/27/04
2	CONSTRUCTION	PLC	12/26/04
3	EASEMENTS	PLC	1/07/04
4	LEASE	PLC	11/06/02
5	ACCESS EASE	PLC	12/26/02
6	WALKWAY	PLC	12/26/02
7	KEY PLAN	PLC	01/23/03

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DRAWN BY: DL
 CHECKED BY: NJ/TWC
 DATE DRAWN: 7/26/04
 SMITHCO JOB #: 67-005

SITE NAME

WEST PORTERVILLE

SITE #

PS# 116519

SITE ADDRESS

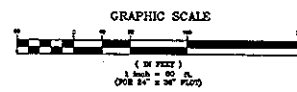
500 NEWCOMB ST.
 PORTERVILLE, CA
 93267
 TULARE COUNTY

SHEET TITLE

SITE SURVEY

SHEET

C-2



SITE MAP
 1" = 60'





August 5, 2025

City of Porterville CA
Attention: Trish Whiteley
291 N Main Street
Porterville, CA 93257

Subject: American Tower Site #: 410981 / Site Name: West Porterville CA (“Tower Site”)

Dear Trish,

I’m following up on American Tower’s request to extend the cell site lease (“Lease”) on the City’s property located at 500 Newcomb Street, Porterville, CA 93257. Tower Alliance has been engaged by American Towers LLC (together with its affiliates and subsidiaries, “American Tower”) to discuss with you the need to extend the lease for the Tower Site. Please see the details below.

Lease Extension:

- Keeping the rent and escalation the same
- Adding seven (five year) renewal terms, final expiration date to become April 30, 2068
- \$20,000 One Time Payment
- No additional changes to the lease

This offer is designed to ensure long-term viability of the tower site. I look forward to speaking with you in the coming days after you’ve had an opportunity to review this proposal. If you have any questions, please feel free to reach out to me at my contact information listed below.

Sincerely,

Jody Wall
Lease Consultant
Tower Alliance LLC
An authorized vendor of American Towers LLC and its subsidiaries and affiliates
JWall@toweralliancellc.com
561-419-6863

****PLEASE NOTE:** All proposals are good for a limited time and for discussion purposes only. The parties will not be bound in any respect and with regard to any proposal until and unless a written agreement is signed by all applicable parties. Further, all proposals are contingent upon: 1) American Tower’s confirmation, review and approval, in its sole discretion, of a title report and if necessary, a land survey of the property; and 2) final approval and authorization by American Tower’s Executive Team. Nothing contained herein shall be construed as, or deemed to create, an agency, joint venture, or partnership relationship between American Tower and Tower Alliance.



SUBJECT: Authorization to Purchase Synthetic Grass for the Murry Park Pool Deck and Authorization to Issue Request for Qualifications

SOURCE: Parks and Leisure Services

COMMENT: The synthetic grass surrounding the Murry Park pool deck was originally installed in 2004 and has exceeded its typical useful life. Over time, the material has significantly deteriorated, with visible seam failures, holes, uneven surfaces, and instability. These conditions have been further impacted by the installation of shade structure footings, resulting in additional wear and safety concerns. Replacement of the existing synthetic grass is necessary to maintain a safe, functional, and visually appropriate pool deck area.

Staff solicited quotes from qualified vendors for the removal and replacement of the existing synthetic grass. Three (3) responsive quotes were received as follows:

Guzman Creative Turf — \$29,462.19
Synthetic Grass Expert — \$47,500
Ross Recreation Equipment — \$118,324.35

While Guzman Creative Turf submitted the lowest-priced quote, the product proposed is designed primarily for athletic or landscape applications and is not suitable for a pool deck environment due to differences in surface temperature, texture, drainage, and overall performance characteristics. Synthetic Grass Expert (SGE), the original installer of the existing material, submitted the lowest responsive quote that meets the City's performance and application requirements for a pool deck environment and proposes a replacement product compatible with the existing installation. Tax for the SGE quote is embedded in the total cost.

To account for unforeseen conditions that may be encountered during removal and installation, staff recommends authorizing the purchase in an amount not to exceed \$52,250, which includes a ten percent (10%) contingency.

Separately, staff have identified the need to improve ADA accessibility at the

Murry Park pool deck. Because this work involves specialized design and construction considerations, staff recommends issuing a Request for Qualifications (RFQ) to solicit qualified firms to evaluate and design ADA-compliant improvements. The RFQ process will allow staff to identify the most qualified firm and return to the City Council at a later date with a recommended consultant and cost proposal for consideration.

The proposed synthetic grass replacement project was reviewed and recommended by the Parks and Leisure Services Commission and is eligible for funding through the Community Development Block Grant (CDBG) Park Improvement Funds, subject to applicable census tract eligibility requirements.

RECOMMENDATION: That the City Council:

1. Authorize the purchase and installation of synthetic grass for the Murry Park pool deck from Synthetic Grass Expert in an amount not to exceed \$52,500, which includes a ten percent (10%) contingency; and
2. Authorize staff to issue a Request for Qualifications for ADA accessibility improvements at the Murry Park pool deck.

ATTACHMENTS: 1. Quotes

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Deputy City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

ESTIMATE

Synthetic Grass Expert
38012 Balch Park Rd
Springville, CA 93265

syntheticgrassexpert@gmail.com
+1 (559) 359-1421
CL# 872248



Bill to

Ramon Velasco
City of Porterville
555 N. Prospect St.
Porterville, CA 93257

Estimate details

Installation Location: COP Pool Area

Estimate no.: 1094
Estimate date: 01/07/2026
Expiration date: 04/30/2026

#	Product or service	Description	Qty	Rate	Amount
1.	SGE Synthetic Grass	Installation of Synthetic Grass	4750	\$9.00	\$42,750.00
2.	SGE Synthetic Grass	Tear Out and disposal	4750	\$1.00	\$4,750.00
				Total	\$47,500.00

Note to customer

This is bid as a prevailing wage job.
DIR# - 1000773756
Bid Includes; Removal and disposal of existing material, decomposed granite needed to regrade, compaction, material of Pacific Play or like material, installation and gluing of seams, brush and infill of synthetic grass, and clean up.

Expiry date: 04/30/2026

Accepted date

Accepted by

Guzman Creative Turf

932 N Dickran Dr
Tulare, CA 93274 US
+15596233069
gcturf66@yahoo.com

Estimate

ADDRESS

Ramon Velasco
City of Porterville
97 N. Park Ave
Porterville, CA 93257
559-333-0588

ESTIMATE #
2711

DATE
01/06/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Community City Pool Prevailing Wages			
	Services	Remove existing artificial turf and haul away	3,647	0.78	2,844.66
	Services	Light prep and install Ultra Paw artificial turf -Prepare -Install -Add an antimicrobial/ anti-bacterial infill and power broom	3,647	7.00	25,529.00
	Services	Leftover due to existing layout	547	1.99	1,088.53
		SUBTOTAL			29,462.19
		TAX			0.00
		TOTAL			\$29,462.19

Accepted By

Accepted Date



Recreation Equipment

QUOTE

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Casey Hilbert
707.538.3800 | (831) 689-9110
caseyh@rossrec.com

Quote #: 00049671
Quote Name: Porterville City Pool Turf Replacement
Quote Total: \$118,324.35

Billing Address:
City of Porterville
291 N. Main Street
Porterville, California 93257

Shipping Address:
Porterville City Pool
97 N Park St
Porterville, California 93257

Quote Date: 1/30/26
Expiration Date: 4/30/26

Opportunity Name	Lead Time	Payment terms
Porterville City Pool	6-8 weeks	

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	SUBTOTAL
1.00	ForeverLawn Landscape Grass	ForeverLawn Fushion Elite Landscape Grass: ~ Square Footage: Approx. 3800 sf (to be confirmed) ~ Includes: Fusion Elite Synthetic Grass, Envirofill Anti-Microbial Non-Rubber Infill, and Installation Supplies ~ Blade Height: 1.75" * Any change in grass type, square footage or area dimensions will require a change order. Contractors bidding are responsible to verify that quoted material meets the project requirements. * Does not include sub-base materials, perimeter nailer or drainage.	\$52,620.00	\$52,620.00
1.00	Install - Artificial Grass	Installation of approximately 3800 sf of Fusion Elite Landscape Grass by a manufacturer certified installer at prevailing wage rates. * Includes installation of 470 linear feet of perimeter nailer board unless existing nailerboard can be salvaged and reused. * Price does not include sub-base preparation. Assumes exiting sub-base (concrete, compacted aggregate or asphalt) can be reused. * Does not include demo and disposal of existing synthetic turf material.	\$51,885.00	\$51,885.00

Totals

County/ City Tax	(Tulare County/ Porterville 9.2500 %)	Materials	\$52,620.00
		Sales Tax	\$4,867.35
		Labor/ Fees	\$51,885.00
		Freight	\$8,952.00
		Total	\$118,324.35

Notes to Customer



CITY COUNCIL AGENDA – FEBRUARY 17, 2026

SUBJECT: Authorization to Set a Public Hearing for Consideration of an Amended and Restated Development Agreement and Related Ordinance for Coast to Coast Caregivers Corp. dba Culture Cannabis Club

SOURCE: City Manager's Office

COMMENT: On August 19, 2021, the City Council approved a Development Agreement with Coast to Coast Caregivers Corp. dba Culture Cannabis Club for the operation of a licensed commercial cannabis dispensary located at 230–232 North Main Street, Porterville, California.

Following updates to State law and the City's cannabis ordinances, Coast to Coast Caregivers Corp. dba Culture Cannabis Club has requested amendments to the existing Development Agreement to update and clarify certain operating provisions, including security staffing requirements, while reaffirming the City's regulatory authority and the business' ongoing compliance obligations. The proposed Amended and Restated Development Agreement would maintain the existing community benefit provisions and the current term of the agreement.

A draft Amended and Restated Development Agreement is attached for City Council review.

RECOMMENDATION: That the City Council authorize the setting of a public hearing for March 3, 2026, to consider an Amended and Restated Development Agreement and a related ordinance for Coast to Coast Caregivers Corp. dba Culture Cannabis Club.

ATTACHMENTS: 1. DRAFT Amended Development Agreement

Appropriated/Funded:

Review By:

Department Director:

Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

RECORDING REQUESTED BY
City of Porterville
AND WHEN RECORDED MAIL TO:
City of Porterville
291 N. Main Street
Porterville, CA 93257
Attention: City Manager

=====

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

**AMENDED AND RESTATED COMMERCIAL CANNABIS DISPENSARY
DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND
COAST TO COAST CAREGIVERS CORP. DBA CULTURE CANNABIS CLUB**

THIS AMENDED DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this 19th day of August, 20261, (the "Execution Date"), by and between the **CITY OF PORTERVILLE**, a California municipal corporation ("City")Coast to Coast Caregivers Corp. dba Culture Cannabis Club ("CCC" or "Owner") and Jovita Franklin ("Franklin" or "Property Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement:

RECITALS

WHEREAS, the State of California enacted California Government Code Sections 65864 et seq. ("Development Agreement Statutes") to authorize municipalities to enter into development agreements (and amendments thereto) with those having legal or equitable interests in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction;

WHEREAS, the purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the Owner, and to meet certain public purposes of the local government;

WHEREAS, the City has adopted Municipal Code Article 609, establishing the procedures and requirements for the consideration of development agreements with the City;

WHEREAS, Owners currently hold legal or equitable interest in real property considered in this Agreement which has a development area approximately **4,120** square feet located at 230-232 North Main Street, City of Porterville, State of California (the "Site"). The Site includes Assessor's Parcel Number: 253-197-08, and is more fully described in Exhibit A and shown on the map in Exhibit B. Both exhibits being attached hereto and incorporated herein by this reference;

WHEREAS, presently, Owner has a leased interest in the Site for the purpose of commercial cannabis related activities, specifically the development and operation of a commercial cannabis dispensary. Additionally, the Property Owner is a Director and CFO of Owner. Such Commercial Cannabis facilities shall operate in accordance with all applicable provisions of Business and Professions Code §§26000-26231.2; California Health and Safety Code Safety Code §§ 11357-11362.9 and 11362.7- 11362.85; Revenue and Taxation Code §§ 34010-34021.5; Vehicle Code §§ 2429.7 and 23222; Water Code §§ 1831, 1847, and 13276; the City of Porterville Municipal Code as it applies to such facilities (collectively the "Applicable Cannabis Laws"), and all Resolutions and procedures adopted or authorized by the City in accordance with those laws and regulations. Prior to operating a commercial dispensary Owner shall be required to obtain a Commercial Cannabis Permit from the City, and all related permits and licenses prior to the operation of same, pursuant to Chapter 15, Article VII and Chapter 21, Article 609 of the Porterville Municipal Code.

WHEREAS, Owner has obtained ~~or will obtain~~ a California State License issued, pursuant to Applicable Cannabis Laws, to operate a commercial storefront dispensary at the Site. The definition of "Property Owner" hereunder shall mean and refer to the fee simple owner of the property. The definition of "Owner" hereunder shall mean and refer to any authorized tenant of the Site to the extent such party holds or is covered by a Commercial Cannabis Permit;

WHEREAS, Owner has ~~applied to this a permit with the~~ City for a Commercial Cannabis Permit (*hereinafter* "CCP") to conduct Commercial Cannabis Activities. No such activities are allowed or authorized without a Development Agreement, a Commercial Cannabis Permit, and all requirements pursuant to the above-referenced City regulations;

~~WHEREAS, on July 6, 2021, the Owner and the City, after a duly noticed public hearing and authorization by the City Council, entered into a Commercial Cannabis Dispensary Development Agreement Between the City of Porterville and Coast to Coast Caregivers Corp. DBA Culture Cannabis Club Haven #7 LLC, for an initial 10 year term with an execution/effective date of August 19, 2021, which was recorded on October 20, 2021;-~~

WHEREAS, Owner ~~presently intends to has~~ developed and operates a commercial storefront dispensary on the Site consistent with the Applicable Cannabis Laws and Project Approvals (known as the "Project");

WHEREAS, the Project ~~will~~consists of: one commercial building totaling approximately 4,120 square feet;

WHEREAS, in 2019, Ordinance Nos. 1853 and 1854 came into effect authorizing specified Commercial Cannabis Activities within the City of Porterville, in strict compliance with related State of California laws, regulations and policies, under specified conditions and provisions;

WHEREAS, on June 3, 2025, the City of Porterville adopted Amendments to Ordinances Nos. 1853 and 1854, adding some additional flexibilities permitted by State law concerning the operations of Cannabis Dispensaries;

WHEREAS, all procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied;

WHEREAS, the City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. The City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in City’s General Plan, zoning code and municipal ordinances;

WHEREAS, the City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner(s) has represented to City that it would not consider or engage in the Project absent City approving this Agreement;

WHEREAS, the City agrees that Owner’s land use entitlements for the Project shall vest for the term of this Agreement as described below;

WHEREAS, in conjunction with the City’s applicable ordinances and resolutions, the Zoning Administrator of the City reviewed, considered and recommended environmental clearance and recommended approval of the execution of this Agreement to the City Council. The Zoning Administrator found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the City’s zoning laws; in conformity with the

public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City;

WHEREAS, after conducting a duly noticed hearing on ~~July 6, 2024~~February 17, 2026, in conjunction with the City's applicable ordinances and resolutions, and after independent review and consideration, the City Council approved the execution of this Amended Agreement. The City Council found this Amendment is a Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the City's zoning laws; in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Porterville and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Government Code and Municipal Code Required Elements

- Description of Property. Land situated in the City of Porterville, County of Tulare, State of California; whose street address is 230-232 North Main Street, City of Porterville, State of California (the "Site"). The Site includes Assessor's Parcel Number: 253-197-08.

- Owner and Other Person with Legal or Equitable Interest.

Owner: Coast to Coast Caregivers Corp., dba Culture Cannabis Club
Nature of Interest: *Lease for 5 years with two Options to Renew for an additional 5 years each.*

If Owner is not the fee simple owner of the Site, check box below:

[X] Owner represents and warrants that the property owner has consented in writing to the execution and recordation of this Agreement against the Site. See attached Landlord Consent agreement, incorporated herein by this reference (Exhibit A-1). Additionally, the Property Owner is a Director and CFO of Owner and majority Shareholder and is a party to this Agreement.

- Permitted Uses. The subject property may be used for [DESCRIPTION: commercial storefront cannabis dispensary] as presently authorized under City Chapter 15, Article VII of the Porterville Municipal Code, §§ 15-85 through 15-105 and Chapter 21, Section 301.23, and 609.01 through 609.11, and for any other use as authorized under applicable provisions of the Porterville Municipal Code.

- Zoning. Owner shall guarantee that such activities outlined in Owner's Commercial Cannabis Permit Application ("Application") conducted pursuant to this Agreement and under the Commercial Cannabis Permit shall comply with the City's municipal code, including the above-referenced zoning regulations and any and all development and construction requirements contained therein. Owner shall not conduct any business under this Agreement or under the Commercial Cannabis Permit without having obtained all necessary permits, licenses, and approvals from the City and State of California.
- Reservation or Dedication of Land for Public Purposes. If needed, sufficient roadway, sidewalk, and utility easements shall be reserved or dedicated to City for such purposes.

2. Term

This Agreement shall commence on the ~~Effective Date~~ the Ordinance approving this Agreement goes into effect (the "Effective Date") and it shall end on August 19, 2031 ~~and it shall end ten (10) years from the starting date~~, and it shall remain in full force and effect so long as the subject property is used for a commercial cannabis facility as authorized under City Ordinance Nos. 1853 and 1854; provided, however, such use is not abandoned for a period of more than ninety (90) days. This Agreement [SHALL] be extended for up to 2 additional **5** year periods following the expiration of the initial ~~ten (10) year~~ term upon the occurrence of all of the following:

(i) The Owner shall give written notice to the City no later than one hundred twenty (120) days before the expiration of the initial ten year term that the Owner desires to extend this Agreement for an additional **5** year period;

(ii) The Owner shows adequate evidence to the City that it has a legal and/or equitable interest in the Property and/or will have such interests for the duration of the extended term of the Agreement;

(iii) The Owner shall deposit all fees required by the City necessary for processing the extension request and drafting necessary documentation;

(iv) The Owner shall be in compliance with all provisions of Ordinance Nos. 1853 and 1854, and all terms imposed by the City-issued Commercial Cannabis Permit; and

(v) The Owner shall not be in default of any provision of any agreement between City and Owner relative to the development of the Property or of any condition of approval imposed upon any entitlement granted by the City relative to the development of the Property for which Owner has been given a written notice to cure by the City and for which Owner has not

cured or commenced to cure such default within thirty (30) days, if and as provided by such agreement or condition of approval.

3. **General Business/Store and Offices** – The facility will maintain hours of operation consistent with ~~Section 15-87.L. requirements specified in~~ of the Municipal Code, with generally a minimum of eight employees per shift. The parties may agree to a different number if warranted by the business volume.
4. **Parking/Loading Access.** The proposed project is located in Downtown Parking District 1 Zone A, which does not require parking spaces for businesses within it, if the building is three (3) floors or less. Loading may take place on-site within an existing loading space accessed on the east side of the structure. Loading may occur through the use of the alley on the east side of the structure, unless the City determines that the use is presenting a security issue; in that event the Owner will be required to secure approval of the use of the sally port/loading area adjacent to the business. Within the site, access to the structures will be through the secured front office entrance. Pedestrian walkways within the structure and on the west side of the structure allow pedestrian circulation throughout the site. The project complies with the CALGreen Tier 1 by incorporating storm water pollution prevention measures, installing energy- and water-efficient equipment, and planting native and drought-tolerant landscaping at the front of the property
5. **Security:** The project will secure the facility against unauthorized entry by installing security lights on the exterior of the building to illuminate the side areas and parking area, installing commercial-grade locks, installing an alarm and video surveillance system, establishing procedures for identifying authorized persons, establish inventory controls, and install a secure surveillance vault to maintain the integrity of records. Further, the project shall have a separately secured, limited access area, where all persons must be at least 21 years of age and have a business reason for entering the area; non-employees with authorized access must be escorted, and an access log must be maintained. In addition, the applicant will employ licensed security personnel or engage a licensed security company to provide an operational security plan in compliance with applicable ~~City Regulations and policies~~ State law and regulations.
6. **Owner's Site and Floor Plans**
 - Owner's site plan and floor plan for the facility are attached hereto as Exhibit B and incorporated into the Application.
 - A preliminary landscape plan shall be prepared and reviewed and approved by the City Manager, the Community Development Director, the Engineering and Project Management Director, and/or their respective designees. A final landscape plan shall be prepared and submitted in conjunction with building and site improvement plans prior to issuance of building permits for construction activities.

- An exterior signage plan shall be prepared and reviewed and approved by the appropriate City staff in accordance with the procedures and requirements of the Porterville Municipal Code.

7. Facility Operations

- **Standard Operating Procedures.** Owner is a lawful entity that will only transact business with other legally permitted persons and entities under the California Cannabis Laws. Prior to operating a dispensary, Owner shall be required to obtain a Commercial Cannabis Permit, and all requirements pursuant to said permit, from the City pursuant to City Ordinance Nos. 1853 and 1854. Further, and notwithstanding anything to the contrary, Owner may operate such cannabis-related activities as permitted in accordance with California state laws and regulations, as may be amended, including without limitation, as long as such activity is not inconsistent with Ordinance Nos. 1853 and 1854, this Development Agreement, the City-issued Commercial Cannabis Permit, and the Porterville Municipal Code.

During the term of its CCP and the term of this Agreement, Owner shall lawfully operate in accordance with all state and local laws. Owner shall employ exemplary operating procedures to comply with state and local laws. Owner's facility shall employ safety and security measures for the safety and security of its employees, visitors, vendors, and neighboring communities and properties.

Owner shall fully comply with the minimum Operating Standards regulating the proposed Commercial Cannabis Activity as set forth in ~~Article~~ Chapter 15, Article ~~745~~, Sections 15-85 ~~through~~ 15-105 of the Porterville Municipal Code, ~~and those required by Ordinance No. 1853 as may be amended from time to time.~~

- **Security Plan.** Owner shall secure approval of its proposed security plan by the City prior to operating, and has attached its draft plan as Exhibit C. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and/or security, protection of the building(s) from vehicle intrusion, cash handling procedures, internal accounting controls, product handling and storage procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by City. See Porterville Municipal Code Section 15-87, subsections (N) and (O), for minimum security requirements.

Video surveillance shall include, at a minimum, all site and facility entrances and access points, all spaces accessible by the public, all secured areas of the facility with restricted access, all interior spaces and rooms where cannabis products are handled, shipping and receiving areas, cash storage areas, and other areas necessary to protect the safety of employees and the public and to ensure

cannabis products are received, handled, stored, and sold in compliance with applicable state and local laws and regulations. The video surveillance system shall be web-based with direct access provided to the City of Porterville Police Department upon request.

The security system shall also include sensors to detect entry and exit from all secure areas, panic buttons in appropriate locations, and a professionally monitored alarm system with glass breakage sensors and motion detectors.

Owner shall contract with or employ properly trained and licensed ~~third-party~~ security personnel in conformity with the requirements specified by applicable California law and regulations, to protect the welfare and safety of Owner and employees, and to ensure public safety to the neighboring community. Owner shall use security personnel during all hours of business operations. Security personnel may be armed so long as proper licensing and insurance requirements are followed and met by the third-party operator providing such security services.

Further, the project shall have a separately secured, limited access area, where all persons must be at least 21 years of age and have a business reason for entering the area; non-employees with authorized access must be escorted, and an access log must be maintained. The (nonlimited access) reception area shall be completely separated and secured from the dispensary operations, and shall be operated in conformity with all applicable laws and regulations, and by an employee at least 21 years of age, with concurrent monitoring by onsite security personnel.

- Fire Department Approval. Owner shall not operate any facility, and no permit, license, or other approval issued by City shall be valid unless and until the Porterville Fire Department has approved Owner's site plan, floor plan, safety plan, and any other plans that require its approval.

- Possession of Firearms. Except for licensed and bonded security personnel, no person employed or contracted by Owner shall be in possession of any firearm while on the premises or location without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearm. Every such person in possession of a firearm while on the premises or location must provide the City Manager and the Porterville Police Department, ten (10) days before bringing the firearm onto the premises, with the following:

- 1) A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearm;
- 2) A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency);
- 3) A copy of his or her California driver's license or California

identification card; and

4) Any other information reasonably required by the Porterville Police Department to show that the individual is in compliance with the provisions of all laws regarding the possession and use of a firearm.

- Identification Display. Each owner, manager, employee, and individual member engaged in the operation of the business shall at all times while engaged in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by Owner.

- Employee Background Checks and Procedures for Inventory Control to Prevent Non-Medical Diversion of Medical Cannabis. Only employees who receive the required background clearance pursuant to Section 15-89 of the Porterville Municipal Code shall be permitted to enter Owner's facility. Each employee will have to meet a criminal background investigation as required by the City, which at minimum shall include a LiveScan criminal history check, which City shall make a good faith effort to facilitate within a reasonable time following the issuance of a Commercial Cannabis Permit(s) or license(s) to Owner.

Owner shall take all necessary and reasonable steps to prevent the sale or distribution of any of its cannabis products to minors; prevent revenue from the sale or distribution of its cannabis and/or infused products from going to criminal enterprises, gangs and cartels; prevent the diversion of cannabis from California to any other state; prevent state-authorized cannabis activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the sale of cannabis; discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with cannabis use; disavow growing cannabis on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and discourage and educate against cannabis possession or use on federal property.

- Point of Sale Tracking System. Owner shall maintain an inventory control and reporting system that accurately documents the cannabis products. The inventory control and reporting system shall comply with the track and trace program required by California Cannabis Law and regulations issued thereunder.

Owner shall employ an electronic point of donation/sale system approved by the State of California for all point of donations/sales tracking from seed or inception to product distribution to other licensed commercial cannabis facilities. Such approved system shall track all commercial cannabis products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). Owner's point of sale system shall have the capacity to produce historical transactional data in accordance with City's requirements.

- Record Keeping. Owner shall maintain records for all commercial cannabis and/or infused products. Owner shall comply with all record-keeping responsibilities that are set forth in Ordinance No. 1853, Section 15-87(O) of the Porterville Municipal Code, including complete and up-to-date records regarding the amount of commercial cannabis delivered and sold, and applicable State law.
- Commercial cannabis sales shall not create offensive odors; create excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; or be hazardous due to use or storage of materials, processes, products, or wastes.

Owner shall store its commercial cannabis and/or commercial cannabis products in a locked safe room with T-card identification access for management only. The safe room shall be constructed of fire-rate walls with numerous cameras installed to view all entries and exits from the safe room, as well as all other activities performed within Owner's facility. Owner will not conduct outdoor operations except as related to lawful delivery and transportation of commercial cannabis and infused products. Owner will not store commercial cannabis or related products in its delivery vehicle outside normal operating hours of the facility.

Any excess or contaminated product will be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

- Description of Banking Plan. Owner shall seek to open a bank account under the name of Owner or its associated management company to provide transparency for funds received, operational costs, including payroll, tax payments to the state and federal governments. Should a bank account not be forthcoming, Owner shall implement other industry standard banking and/or other industry standard transactional mechanisms.
- Transportation and Delivery Plan. Owner shall comply with all state and local law regarding transportation and delivery, including the rules governing delivery service. Owner shall retain a list of names and cellular contact numbers for all employees engaged in transportation and/or delivery of commercial cannabis products and provide it to the applicable oversight authority, keeping the list current and up to date.

Owner will keep complete and up-to-date records documenting each delivery, including the amount/product(s) provided, the date and time provided, the name of the employee making the delivery, the name and address of the individual corporation to whom delivery is made, and the amount of the related sale/

monetary transaction.

8. Community Relations, Employment, and Wages

- Public Outreach and Education Program. The Owner shall coordinate and cooperate with City and any other Owners of commercial cannabis dispensaries located within City of Porterville in the establishment and implementation of appropriate public outreach and education programs. The public outreach and education programs shall be approved by City.

- Community Benefits Program. The Owner shall coordinate and cooperate with the City and other Owners of commercial cannabis facilities located within the City of Porterville in the City Council's establishment and implementation, and the Owners' funding of a community benefits program which could include such items as senior citizen programs, City beautification efforts, funding for enforcement against illegal cannabis operations, public safety, housing programs, economic development, infrastructure, capital improvements, including expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service, public safety, and special social and community organizations. This community benefits program may be implemented by the City. The City may invite public participation in the decision-making process for identifying and prioritizing community needs and benefits, and identifying appropriate projects to be funded by the entity implementing this community benefits program. All projects under the community benefits program must be approved by the City.

Owner agrees, as a business expense, to pay the City the yearly sum of \$ of \$30,000.00 or 1% of Owner's annual gross receipts, whichever amount is greater, from the commercial operation on the Premises. Unless otherwise agreed to in writing by the parties the above amount shall be paid over the course of the calendar year on a quarterly basis, with payments due within 30 days of the end of each quarter. The first payment shall be due at within 30 days of the end of the first quarter for which the commercial operation at the Premises was operational and prorated to account for when during the quarter the opening occurred.

- Designation of Community Relations Liaison. Owner shall designate and identify, in writing, the personnel who shall ~~At the time of this Agreement, Owner's day-to-day operations manager, Devon Julian, will~~ be responsible for community inquiries and complaints and on-site management during normal business hours.

- Interface with City of Porterville Police / Inspections. Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, Devon Julian, as specifically designated and identified in writing, will interface with the

Porterville Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Porterville Police Department's assigned designee acting at the City Manager's request and per his specific and limiting instructions, shall have the right to enter all Premises from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Agreement and state and local laws and regulations, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City. ~~See, Ordinance No. 1853, as well as Porterville Municipal Code Section 15-87, 15-96.~~

_____ Owner's Initials

- Local Recruitment, Hiring, and Training Programs. Owner is committed to making a good-faith effort to recruit, hire, and train City residents for employment by Owner. A good-faith effort means Owner shall take the following or similar actions to recruit and employ City residents: 1) Contact local recruitment sources, including the Employment Connection, to identify qualified individuals who are City (or City area) residents, 2) Advertise for qualified City residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employ City residents as a part of the its workforce. The Owner commits to a local annual hiring goal of 50% of total operational jobs for permanent and apprentice employees. This goal shall apply horizontally, across all departments and managerial positions. The Owner shall not be penalized or deemed in default under this Agreement if it is unable to achieve such a goal. "Local" is defined as within a 3-mile radius of the boundaries of the City's boundaries. The Owner shall contact and work with a job referral agency (e.g. the Employment Connection) assigned by the City Manager to implement a local hiring policy for permanent and apprentice employees. The purpose of the hiring policy is to facilitate the training and employment of local and disadvantaged job applicants for jobs within the City's jurisdiction, and 3-mile radius of City boundaries. Applicants for jobs shall not be disqualified from hiring solely on the basis of an arrest or conviction for a Cannabis-related crime that occurred prior to November 8, 2016, and could have been prosecuted as a misdemeanor or citation under current California law. The Owner shall report on compliance with the local hiring goals as part of its annual audit report.
9. Public Art Feature/Element. Owner agrees to provide a historical/artistic feature as a component of its project, located at or near the Property (for example, the completion of a mural located on the second story of the building along Putnam Avenue). The artistic feature will be subject to the review of the City Cannabis Ad Hoc Committee and City of Porterville Arts Commission, and the approval of the City Council, prior to the commencement of work on the feature. Work on the feature must be commenced within one year of the opening of the business.

10. Indemnification Agreement by each Cannabis Permittee

~~Pursuant to Ordinance Nos. 1853 and 1854, and including Porterville Municipal Code Section 15-87(T), to~~ the fullest extent permitted by local, state and/or federal law, the City of Porterville shall not assume any liability whatsoever with respect to having issued a Commercial Cannabis Permit or executed a Development Agreement pursuant Ordinance No. 1853 and Chapter 609 of the Development Code, or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any Commercial Cannabis Permit and to the execution and approval of a Development Agreement, the Owner shall be required to meet all the conditions enumerated in Porterville Municipal Code Sections 15-85 through 15-105, before this Agreement may be executed, and before they can receive the Commercial Cannabis Permit. The City Manager shall require the Owner and Property Owner/each Commercial Cannabis Permittee to execute a separate Indemnification Agreement prepared by the City that fully indemnifies the City for all liabilities associated with the Commercial Cannabis Permit, the Commercial Cannabis Permittee's Commercial Cannabis Activities, and any action taken by the Cannabis Permittee, and/or arising out of Owner's or Property Owner's obligations under this Agreement. The Indemnification Agreement shall include the defense of the City and reimbursement of all fees, costs and expenses incurred by the City related to any action arising from this Agreement. Attached as Exhibit E, and incorporated herein by this reference, is true and correct copy of a fully executed Indemnification Agreement.

11. Fees, Costs, and Taxes

- **Permit Fees.** Owner agrees to pay all permit fees and charges authorized and referenced in ~~the City's regulations, Ordinance Nos. 1853 and 1854,~~ all amounts adopted by City Council and as required by applicable laws and regulations, and any fees set forth in this Agreement. Permit application, processing, and renewal fees shall be due and payable at the time application is made or renewed.
- **Cannabis Business Tax.** Owner shall comply with all provisions of Ordinance No. 1875, and Porterville Municipal Code Chapter 22, Article VI, which requires every person engaged in a Commercial Cannabis Business in the City to pay an annual Commercial Cannabis Business tax at a rate established by resolution of the City Council, but no more than 10% of annual gross receipts. Resolution No. 99-2020, adopted by the City Council on December 15, 2020, has currently set the rate at 7% of annual gross receipts per fiscal year.

Copies of Tax Filings. Owner shall additionally provide the City with courtesy copies of each and every report Owner is required to provide to the County of Tulare or the State of California for sales, use, or other tax purposes at the time such filings are made.

12. Insurance

- Insurance. Owner shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, "Owner" for purposes of this Article 6 only), to obtain and maintain insurance of the types and in the amounts described in this section and its subsections with carriers reasonably satisfactory to City.

- General Liability Insurance. Owner shall maintain commercial general liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) each occurrence. Such insurance shall also:

- 1) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.

- 2) Be primary with respect to any insurance of self-insurance programs covering City, its officials, employees, agents, and representatives.

- 3) Contain standard separation of insured provisions.

- Automotive Liability Insurance. Owner shall maintain business automobile liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) for each accident for the vehicles Owner operates in connection with its cannabis business. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

- 1) Name City, and work in good faith with the City and the insurers to name additional insureds as deemed reasonably necessary. "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insureds;

- 2) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives;

- 3) Contain standard separation of insured provisions.

- Workers' Compensation Insurance. Owner shall take out and maintain during the term of this Agreement, workers' compensation insurance for all of Owner's employees employed at or on the Project, and in the event any of the work is subcontracted, Owner shall require any general contractor or subcontractor similarly to provide workers' compensation insurance for such

contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Owner. In case any class of employee engaged in work on the Project is not protected under any workers' compensation law, Owner shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Owner hereby indemnifies City for any damage resulting from failure of Owner, its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) each accident shall be maintained.

- Other Insurance Requirements. Owner shall do all of the following:
 - 1) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidenced all insurance required in this Article, including evidenced that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage without thirty (30) days prior written notice to City.
 - 2) Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.
 - 3) Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior the termination of this Agreement.
 - 4) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the term or the mutual written termination of this Agreement.
 - 5) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

13. Termination

- Termination Upon End of Term. This Agreement shall terminate upon the expiration of the term, unless it is terminated earlier pursuant to the terms of this Agreement. Upon termination of this Agreement, City shall record a notice of such termination and this Agreement shall be of no further force or effect except as otherwise set forth in this Agreement.
- Effect of Termination on Owner's Obligations. Termination of this

Agreement shall eliminate any further obligation of Owner to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of Owner to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

- Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof. Termination of this Agreement shall not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

- Survival After Termination. The rights and obligations of the Parties set forth in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

14. Resources Efficiency

Owner shall endeavor to reduce its environmental impact when possible. The design of the facility shall include reasonable water and energy conservation measures in accordance with applicable State regulations.

15. Standard Conditions for Construction

During any on-site construction activities related to development of the project site and any buildings thereon, or renovation or remodeling of existing buildings, Owner shall comply with all state and local building and construction laws, regulations, and guidelines. The Project shall comply with the applicable parking standards established by the City for these particular cannabis activities.

16. Defaults and Remedies

- Remedies in general. It is acknowledged by the parties that City would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof, except as hereinafter expressly provided. Subject to extensions of time by mutual consent in writing, failure to delay by either party to perform any term or provision of this Agreement beyond a reasonable notice and cure period shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) day notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured during any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings. Notwithstanding the foregoing to the contrary, if the alleged default is of such a nature that it cannot be cured within thirty (30) days, the alleged defaulting party

shall not be deemed in default as long as such party commences to cure such default within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

After notice and expiration of the thirty (30) day period, the other party to this Agreement, at its option, may institute legal proceedings pursuant to this Agreement.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that City shall not be liable in monetary damages, unless expressly provided for this Agreement, to Owner, to any mortgagee or lender, or to any successors in interest of Owner or mortgagee or lender, or to any other person, and Owner covenants on behalf of itself and all successors in interest to the Property or any portion thereof, not to sue for damages or claim any damages;

- 1) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or
- 2) For the impairment or restriction of any right or interest conveyed or provided under, with, or pursuant to this Agreement, including, without limitation, any impairment or restriction which Owner characterizes as a regulatory taking or inverse condemnation; or
- 3) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from the exercise by City of its power of eminent domain. Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from bad faith intentional acts, the grossly negligent or malicious acts of City and its officials, officers, agents and employees. Nothing herein shall modify or abridge any defenses or immunities available to City and its employees pursuant to the Government Liability Act and all other applicable statutes and decisional law.

Except as set forth in the preceding paragraph relating to eminent domain, Owner's remedies shall be limited to those set forth in this Section.

Notwithstanding anything to the contrary contained herein, City covenants as provided in Civil Code Section 3300 not to sue for or claim any consequential damages or, in the event all or a portion of the Property is not developed, for lost profits or revenues which would have accrued to City as a result of the development of the Property.

- Specific Performance. The parties acknowledge that money damages and remedies at law are inadequate, and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

1) Except as provided in this Agreement, money damages are unavailable against City.

2) Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to use the Property or portions thereof. Owner has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts; the parties acknowledge and agree that any injunctive relief may be ordered on an expedited, priority basis.

- Release. Except for those remedies set forth in this Agreement, Owner, for itself, its successors and assignees, hereby releases City, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, based or asserted, pursuant to Article 1, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon City because it entered into this Agreement or because of the terms of this Agreement.

Owner acknowledges that it may have suffered, or may suffer, damages and other injuries that are unknown to it, or unknowable to it, at the time of its execution of this Agreement. Such fact notwithstanding, Owner agrees that the release provided in this Section shall apply to such unknown or unknowable claims and damages. Without limiting the generality of the foregoing, Owner acknowledges the provisions of California Civil Code Section 1542, which provide:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Owner hereby waives, to the maximum legal extent, the provisions of California Civil Code Section 1542 and all other statutes and judicial decisions of similar effect.

Owners' Initials

- Termination of Agreement for Default of City. Owner may terminate this Agreement in the event of a default by City in the performance of a material term of this Agreement and only after providing written notice to City of default setting forth the nature of the default and the actions, if any, required by City to cure such default and, where the default can be cured, City has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default. Notwithstanding anything to the contrary, in the event that Owner deem it is necessary and/or advisable to cease operations in Porterville, then Owner may terminate this Agreement, and such termination shall be effective upon the date of written notice to the City.
- Attorneys' Fees and Costs. In any action or proceeding between City and Owner brought to interpret or enforce this Agreement, or which in any way arises out of the existence of this Agreement or is based upon any term or provision contained herein, the "prevailing party" in such action or proceeding shall be entitled to recover from the non-prevailing party, in addition to all other relief to which the prevailing party may be entitled pursuant to this Agreement, the prevailing party's reasonable attorneys' fees and litigation costs, in an amount to be determined by the court. The prevailing party shall be determined by the court in accordance with California Code of Civil Procedure Section 1032. Fees and costs recoverable pursuant to this Section include those incurred during any appeal from an underlying judgment and in the enforcement of any judgment rendered in any such action or proceeding.
- Owner Default. No building permit shall be issued or building permit application accepted for any structure on the Property after Owner is determined by City to be in default of the terms and conditions of this Agreement until such default thereafter is cured by Owner or is waived by City. If City terminates this Agreement because of Owner's default, then City shall retain any and all benefits, including money or land received by City hereunder.

17. Third Party Litigation

- General Plan Litigation. City has determined that this Agreement is consistent with its General Plan. Owner has reviewed the General Plan and concurs with City's determination.

City shall have no liability under this Agreement or otherwise for any failure of City to perform under this Agreement, or for the inability of Owner to develop the Property as contemplated by the **Agreement**, which failure to perform or inability

to develop is as the result of a judicial determination that the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law, or that this Agreement or any of City's actions in adopting it were invalid, inadequate, or not in compliance with the law.

- **Hold Harmless Agreement.** To the fullest extent permitted by law, Owner hereby agrees to, and shall hold City, its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Owner or Owner's contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, agents, or employees operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Owner or any of Owner's contractors or subcontractors. Owner agrees to and shall defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid operations.

- **Indemnification.** To the fullest extent permitted by law, Owner shall defend, indemnify, and hold harmless City and its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following: (i) this Agreement and the concurrent and subsequent permits, licenses and entitlements approved for the Project or Property; (ii) the environmental impact report, mitigated negative declaration or negative declaration, as the case may be, prepared in connection with the development of the Property; (iii) any claims based on or alleging inverse condemnation by any person or entity with an interest in the Property; and (iv) the proceedings undertaken in connection with the adoption or approval of any of the above. In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement or any portion thereof as set forth herein, the parties shall mutually cooperate with each other in defense of said action or proceeding. Notwithstanding the above, City, at its sole option, may tender the complete defense of any third-party challenge as described herein. In the event City elects to contract with special counsel to provide for such a defense, City shall meet and confer with Owner regarding the selection of counsel, and Owner shall pay all costs related to retention of such counsel. This Indemnification is provided in addition to that set forth in Section 7.

- Environmental Contamination. To the fullest extent permitted by law, Owner shall indemnify and hold City, its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees free and harmless from any liability, based or asserted, upon any act or omission of Owner, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors, excepting and acts or omissions of City as successor to any portions of the Property dedicated or transferred to City by Owner, for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and Owner shall defend, at its expense, including attorneys' fees, City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such claim, action or proceeding. This Indemnification is provided in addition to that set forth in Section 7.

The provisions of this Section do not apply to environmental conditions that predate Owner's ownership or control of the Property or applicable portion; provided, however, that the foregoing limitation shall not operate to bar, limit or modify any of Owner's statutory or equitable obligations as an owner or seller of the Property.

- City to Approve Counsel. With respect to this Section, City reserves the right to approve the attorney(s) which Owner selects, hires or otherwise engages to defend City hereunder, which approval shall not be unreasonably withheld.
- Accept Reasonable Good Faith Settlement. With respect to this Section, City shall not reject any reasonable good faith settlement. If City does reject a reasonable, good faith settlement that is acceptable to Owner, Owner may enter into a settlement of the action, as it relates to Owner, and City shall thereafter defend such action (including appeals) at its own cost and be solely responsible for any judgment rendered in connection with such action. This Section applies exclusively to settlements pertaining to monetary damages or damages which are remedial by the payment of monetary compensation. Owner and City expressly agree that this Section does not apply to any settlement that requires an exercise of City's police powers, limits City's exercise of its police powers, or affects the conduct of City's municipal operations.
- Survival. The provisions of this Section inclusive, shall survive the termination or expiration of the Agreement.

18. California Environmental Quality Act

Owner shall pay all fees and reimburse City for any and all costs incurred by City related to project review under the California Environmental Quality Act (CEQA), Public Resources Code, §§21000-21189.3, and the Guidelines for California Environmental

Quality Act, California Code of Regulations, Title 14, §§15000-15387. If reasonably requested by City, Owner shall conduct and pay for any required CEQA reviews and analyses. The City has found that the proposed Project is Categorical Exempt from California Environmental Quality Act (CEQA) requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities. This exemption applies to projects characterized as alterations to existing facilities meeting the conditions described in **Section 15301**.

19. Rules, Regulations, and Official Policies

Except as otherwise provided in this Agreement, the rules, regulations, and official policies of City governing permitted uses of the land, governing density, and governing the design, improvements, and construction standards and specifications applicable to the development of the Project subject of this Agreement, shall be those rules, regulations, and official policies of City in force at the time of the execution of this Agreement. This Agreement does not prevent City, in subsequent actions applicable to the property, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the property as set forth herein, nor does this Agreement prevent City from denying or conditionally approving any subsequent development project application based on such existing or new rules, regulations, or policies.

20. Commercial Cannabis Permit Conditions of Approval

Owner shall comply with all conditions of approval of the City-issued Commercial Cannabis Permit.

21. Periodic Reviews

This Agreement shall be subject to annual review. Owner shall demonstrate good faith compliance with the terms of this Agreement. If, as a result of such periodic review, City finds and determines, based on substantial evidence, that Owner, or successor in interest thereto, has not complied in good faith with the terms or conditions of this Agreement, City may terminate or modify this Agreement (except no modification shall increase Owner's liability nor reduce Owner's rights), provided that City shall first provide Owner notice of its intent to terminate, with a detailed explanation as to why, and provide Owner the reasonable right to cure the same.

- **Periodic Review.** City Council shall review this Agreement annually, on or before each anniversary of the Effective Date, in order to ascertain Owner's good faith compliance with this Agreement. During the periodic review Owner shall be required to demonstrate good faith compliance with the terms of the Agreement, through submitting an annual monitoring report, records, or equivalent written materials to the Community Development Department. The Department will schedule a hearing on the periodic review of the Development Agreement on or following the anniversary of the Effective Date, but Owner has no obligation to compel such hearing, and no implication will be made to Owner's detriment if a

hearing is not in fact held. Owner shall document any request for an extension of the term due to delays beyond the control of Owner (see Section 25, "Force Majeure").

- **Conditional Use Permit.** For all intents and purposes, the Commercial Cannabis Permit to be issued under this Agreement shall be treated as if it were a Conditional Use Permit issued to Owner for the establishment and operation of its business. The operation of the business at all times shall be required to comply with the terms of this Agreement.
- **Special Review.** City Council may order a special review of compliance with this Agreement at any time. The Community Development Director or his or her designee shall conduct such special review. During a special review, Owner shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on Owner.
- **Review Hearing.** At the time and place set for the review hearing, Owner shall be given an opportunity to be heard. If City Council finds, based upon substantial evidence, that Owner has not complied in good faith with the terms or conditions of this Agreement, City Council may terminate this Agreement notwithstanding any other provision of this Agreement to the contrary, or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of City. The decision of City Council shall be final, subject only to judicial review pursuant to Code of Civil Procedure Section 1094.5.
- **Certificate of Agreement Compliance.** If, after a periodic or special review, Owner is found to be in compliance with this Agreement, and if Owner requests it, City shall issue a Certificate of Agreement Compliance ("Certificate") to Owner stating that after the most recent periodic or special review, and based upon the information known or made known to the Planning Director and City Council, that (i) this Agreement remains in effect and (ii) Owner is not in default.

City shall not be bound by a Certificate if a default existed at the time of the periodic or special review, but was concealed from or otherwise not known to the Planning Director and City Council, regardless of whether the Certificate is relied upon by assignees or other transferees or Owner.

- **Failure to Conduct Review.** City's failure to conduct a periodic review of this Agreement shall not constitute a breach of this Agreement.

22. Assignment

Assignment by Owner. Owner shall not transfer, delegate, sublet or assign its interest, rights, duties, and obligations under this Agreement. Any assignment, delegation, or subletting shall be null and void.

23. Operating Commercial Cannabis Facility

Any party to this Agreement, shall not operate a commercial cannabis facility authorized under the municipal code unless it is the holder of a valid applicable State Cannabis License and a Commercial Cannabis Permit issued by City in accordance with the procedures and requirements of Chapter 15, Article VII of the Porterville Municipal Code.

24. Notice

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:

City of Porterville
291 North Main St.
Porterville, CA 93257
Attention: City Manager

and

City Attorney, Porterville
McCormick, Kabot, Jenner & Lew
4010 S. Demaree Street
Visalia, CA 93277

If to Owner:

Coast to Coast Caregivers, dba Culture Cannabis Club
c/o [\[name\]Chris Francy](#)
3 Corporate Park, Suite 200
Irvine, CA 92606

And
[\[Name\]](#)

Culture Cannabis Club
230-232 North Main Street
Porterville, CA 93257

If to Property Owner: Jovita Franklin
P.O. Box 2431
Porterville, CA 93258

25. Miscellaneous Provisions

- Amendment or Cancellation. This Agreement may be amended, or canceled in whole or in part, only by the written mutual consent of the parties to this Agreement or their successors in interest.
- Waiver. Waiver by City of any one or more of the terms or conditions of this Agreement shall not be construed as waiver of any other term or condition under this Agreement.
- Enforcement/Reserved Powers. Unless amended or canceled pursuant hereto, this Agreement shall be enforceable by any party hereto, or successor in interest thereto, notwithstanding any subsequent change in any applicable general or specific plan, zoning, subdivision or building regulation, or municipal code amendment adopted by City that conflicts with the terms of this Agreement. However, this Agreement is subject to the City's "Reserved Powers." For purposes of this Agreement, "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future discretionary actions after the Effective Date of this Agreement that: (1) are necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God); (2) are amendments to California Marijuana Laws or California Uniform Codes, as adopted by the City of Porterville, and/or the Porterville Municipal Code, as applicable, regarding the construction, engineering and design standards for private and public improvements to be constructed on the Site; (3) are necessary to comply with state or federal laws and regulations; or (4) involve sign and parking ordinances and guidelines, changes to the City's zoning laws, Specific Plan or the City's General Plan, whether adopted previous or subsequent to the Effective Date of this Agreement).

If any City ordinance, rule or regulation or addition to the Porterville Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement or an associated Commercial Cannabis Permit, business license or other authorizations and City approvals, or reduce development rights or assurances provided to the Owner in this Agreement, then such changes, additions or deletions to the Porterville Municipal Code shall not be applied to the Site or

Project; provided, however, the parties acknowledge that the City's approval of this Agreement is a legislative action subject to referendum. The parties shall cooperate with each other and undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms and to the fullest extent permitted by state or federal law.

Notwithstanding anything to the contrary in this Agreement, site improvements contemplated by this Agreement shall be completed pursuant to the City's development standards and design guidelines.

- **Joint and Several Liability.** CCC shall be jointly and severally liable for any amount due under this Agreement, and any breach of this Agreement or failure to pay by one Party shall also constitute a breach of this Agreement by the other Party.
- **Severability.** If any part of this Agreement is found to conflict with applicable state laws or regulations, such part shall be inoperative, null, and void insofar as it conflicts with said laws or regulations, or modified or suspended as may be necessary to comply with such state laws or regulations, but the remainder of this Agreement shall continue to be in full force and effect.
- **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual, facsimile, or electronic signature.
- **Jurisdiction.** The law governing this Agreement shall be that of the State of California. The parties agree that this Agreement is entered into and to be performed in Tulare County, California.
- **Disclaimer.** Despite California's commercial cannabis laws and the terms and conditions of this Agreement, or any Commercial Cannabis Permit issued pertaining to Owner or the property specified herein, California commercial cannabis possessors or business operators may still be subject to arrest by state or federal officers and prosecuted under state or federal law. The Federal Controlled Substances Act, 21 USC § 801, prohibits the manufacture, distribution, and possession of cannabis without any exemptions for medical use.
- **Force Majeure.** If delays are caused by unforeseen events beyond the control of Owner, such delays will entitle Owner to an extension of time as provided in this section. Such unforeseen events ("Force Majeure") shall mean war, insurrection, acts of God, local, state or national emergencies, strikes and other labor difficulties beyond the party's control, or any default by City hereunder, which Force Majeure event substantially interferes with the development, construction or operation of the Project.

- **Constructive Notice and Acceptance.** Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title, or interest to any portion of the Site, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.
- **Binding Effect of Agreement.** The Parties agree that the Recitals above are true and correct and intend to be bound by same. Except as otherwise provided, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all authorized successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide constructive notice thereof, the City Clerk will record this Agreement with the Tulare County Recorder within the period required by Government Code Section 65868.5.
- **Project as a Private Undertaking.** It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and the Owner is that of a government entity regulating the development of private property and the owner of such property.
- **Changes to Project.** The parties acknowledge that changes to the Project or Development Plans and related approvals may be appropriate and mutually desirable to carry out the intent and purpose of this Agreement. This Agreement shall not prevent the City from applying, with the consent or at the request of the Owner, *Subsequent Land Use Regulations* or *Subsequent Development Approvals* that do not directly conflict with the Project, Site or Development Plan authorized under this Agreement. The granting of one such change or request shall not obligate the City to grant other similar changes or requests. As used herein, "*Subsequent Development Approvals*" include, without limitation, all excavation, grading, building, construction, demolition, encroachment or street improvement permits, occupancy certificates, utility connection authorizations, or other non-discretionary permits or approvals necessary, convenient or appropriate for the Project. As used herein, "*Subsequent Land Use Regulations*" means ordinances, resolutions and codes adopted or approved by the City after the Effective Date of this Agreement governing the development and use of the land, including general plan amendments, zone changes, variances or conditional use permits affecting the permitted use of the land including density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions of reservation or Dedication of land for public

purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Development of the Property.

- **Conflicting Federal or State Rules.** In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, *this Agreement shall remain in full force and effect as to those provisions not affected*; and

(i) **Notice of Conflict.** Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(ii) **Modification Conferences.** The parties shall, within thirty (30) days of the notice referenced to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation.

(iii) **City Council Hearings.** In the event the City believes that an amendment to this Agreement is necessary due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Owner shall have the right to offer oral and written testimony at the hearing. Any modification ordered by the City Council pursuant to such hearing is subject to judicial review in accordance with California law.

(iv) **City Cooperation.** The City shall cooperate with Owner in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated by the City. As required by this Agreement, Owner shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

Effective Date. "Effective Date" means the date on which all of the following are true: (i) thirty (30) days have elapsed since the second reading of the Ordinance adopting and approving this Amended Development Agreement and (ii) all Exhibits to this Agreement are finalized, executed and notarized by all affected parties (if applicable) and attached hereto; provided, however, that if these conditions have not been fully satisfied by the Owner the Effective Date may not thereafter occur and this Agreement may not thereafter become effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF PORTERVILLE

OWNER

**Coast to Coast Caregivers Corp.,
dba Culture Cannabis Club**

Greg Meister, Mayor

Name: _____
Title: _____

PROPERTY OWNER

Name: Jovita Franklin

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

Attorney for Owner

APPROVED AS TO FORM:

Attorney for Property Owner



CITY COUNCIL AGENDA – FEBRUARY 17, 2026

SUBJECT: Authorization to Set a Public Hearing for Consideration of an Amended and Restated Development Agreement and Related Ordinance for Haven #7 LLC

SOURCE: City Manager's Office

COMMENT: On August 19, 2021, the City Council approved a Development Agreement with Haven #7 LLC for the operation of a licensed commercial cannabis dispensary located at 1 West Morton Avenue, Porterville, California.

Following updates to State law and amendments to the City's cannabis ordinances, Haven #7 LLC has requested amendments to the existing Development Agreement to update and clarify certain operating provisions, including adjustments to security staffing requirements, while reaffirming the City's regulatory authority and the business' ongoing compliance obligations. The proposed Amended and Restated Development Agreement would maintain the existing community benefit provisions and the current term of the agreement.

A draft Amended and Restated Development Agreement is attached for City Council review.

RECOMMENDATION: That the City Council authorize the setting of a public hearing for March 3, 2026, to consider an Amended and Restated Development Agreement and a related ordinance for Haven #7 LLC.

ATTACHMENTS: 1. Draft Amended Development Agreement

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

RECORDING REQUESTED BY
City of Porterville
AND WHEN RECORDED MAIL TO:
City of Porterville
291 N. Main Street
Porterville, CA 93257
Attention: City Manager

=====

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

**AMENDED AND RESTATED COMMERCIAL CANNABIS DISPENSARY
DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND
HAVEN #7 LLC**

THIS AMENDED DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this 19th day of MarchAugust, 20261, (the "Execution Date"), by and between the **CITY OF PORTERVILLE**, a California municipal corporation ("City") Haven #7 LLC ("Haven" or "Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement:

RECITALS

WHEREAS, the State of California enacted California Government Code Sections 65864 et seq. ("Development Agreement Statutes") to authorize municipalities to enter into development agreements (and amendments thereto) with those having legal or equitable interests in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction;

WHEREAS, the purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the Owner, and to meet certain public purposes of the local government;

WHEREAS, the City has adopted Municipal Code Article 609, establishing the procedures and requirements for the consideration of development agreements with the City;

WHEREAS, Owners currently hold legal or equitable interest in real property considered in this Agreement which has a development area approximately **3940** square feet located at 1 West Morton Avenue, City of Porterville, State of California (the "Site"). The Site includes Assessor's Parcel Number: 253-201-002, and is more fully described in Exhibit A. The exhibit is being attached hereto and incorporated herein by this reference;

WHEREAS, presently, Owner has a leased interest the Site for the purpose of commercial cannabis related activities, specifically the development and operation of a commercial cannabis dispensary. Such Commercial Cannabis facilities shall operate in accordance with all applicable provisions of Business and Professions Code §§26000-26231.2; California Health and Safety Code Safety Code §§ 11357-11362.9 and 11362.7- 11362.85; Revenue and Taxation Code §§ 34010-34021.5; Vehicle Code §§ 2429.7 and 23222; Water Code §§ 1831, 1847, and 13276; the City of Porterville Municipal Code as it applies to such facilities (collectively the "Applicable Cannabis Laws"), and all Resolutions and procedures adopted or authorized by the City in accordance with those laws and regulations. Prior to operating a commercial dispensary Owner shall be required to obtain a Commercial Cannabis Permit from the City, and all related permits and licenses prior to the operation of same, pursuant to Chapter 15, Article VII and Chapter 21, Article 609 of the Porterville Municipal Code.

WHEREAS, Owner has obtained ~~or intends upon obtaining~~ a California State License issued, pursuant to Applicable Cannabis Laws, to operate a commercial storefront dispensary at the Site. The definition of "Property Owner" hereunder shall mean and refer to the fee simple owner of the property. The definition of "Owner" hereunder shall mean and refer to any authorized tenant of the Site to the extent such party holds or is covered by a Commercial Cannabis Permit;

WHEREAS, Owner has ~~applied to this a permit with the~~ City for a Commercial Cannabis Permit (*hereinafter* "CCP") to conduct Commercial Cannabis Activities. No such activities are allowed or authorized without a Development Agreement, a Commercial Cannabis Permit, and all requirements pursuant to the above-referenced City regulations.

WHEREAS, on August 19, 2021, the Owner and the City, after a duly noticed public hearing and authorization by the City Council, entered into a Commercial Cannabis Dispensary Development Agreement Between the City of Porterville and Haven #7 LLC, which was recorded on October 20, 2021;

WHEREAS, Owner ~~presently intends to~~has developed and operates~~n~~ a commercial storefront dispensary on the Site consistent with the Applicable Cannabis Laws and Project Approvals (known as the "Project");

WHEREAS, the Project ~~will~~ consists of: one commercial building totaling approximately 3,940 square feet;

WHEREAS, in 2019, Ordinance Nos. 1853 and 1854 came into effect authorizing specified Commercial Cannabis Activities within the City of Porterville, in strict compliance with related State of California laws, regulations and policies, under specified conditions and provisions;

WHEREAS, on June 3, 2025, the City of Porterville adopted Amendments to Ordinances Nos. 1853 and 1854, adding some additional flexibilities permitted by State law concerning the operations of Cannabis Dispensaries;

WHEREAS, all procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied;

WHEREAS, the City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. The City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in City’s General Plan, zoning code and municipal ordinances;

WHEREAS, the City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner(s) has represented to City that it would not consider or engage in the Project absent City approving this Agreement;

WHEREAS, the City agrees that Owner’s land use entitlements for the Project shall vest for the term of this Agreement as described below;

WHEREAS, in conjunction with the City’s applicable ordinances and resolutions, the Zoning Administrator of the City reviewed, considered and recommended environmental clearance and recommended approval of the execution of this Agreement to the City Council. The Zoning Administrator found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the City’s zoning laws; in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of

the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City;

WHEREAS, after conducting a duly noticed hearing on February 17, 2026~~July 6, 2024~~, in conjunction with the City's applicable ordinances and resolutions, and after independent review and consideration, the City Council approved the execution of this Amended Agreement. The City Council found this Amendment is e Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the City's zoning laws; in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Porterville and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Government Code and Municipal Code Required Elements

a. Description of Property. Land situated in the City of Porterville, County of Tulare, State of California; whose street address is 1 West Morton, City of Porterville, State of California (the "Site"). The Site includes Assessor's Parcel Number: 253-201-002.

b. Owner and Other Person with Legal or Equitable Interest.

Owner: **Haven #7 LLC**

Nature of Interest: *Lease for a term of 15 years.*

If Owner is not the fee simple owner of the Site, check box below:

[X] Owner represents and warrants that the property owner has consented in writing to the execution and recordation of this Agreement against the Site. See attached Landlord Consent agreement, incorporated herein by this reference (Exhibit A-1).

c. Permitted Uses. The subject property may be used for a commercial storefront cannabis dispensary as presently authorized under Chapter 15, Article VII of the Porterville Municipal Code, §§ 15-85 through 15-105 and Chapter 21, Section 301.23, and 609.01 through 609.11, and for any other use as authorized under applicable provisions of the Porterville Municipal Code.

d. Zoning. Owner shall guarantee that such activities outlined in Owner's Commercial Cannabis Permit Application ("Application") conducted pursuant to this Agreement and under the Commercial Cannabis Permit shall comply with the City's municipal code, including the above-referenced zoning regulations and any

and all development and construction requirements contained therein. Owner shall not conduct any business under this Agreement or under the Commercial Cannabis Permit without having obtained all necessary permits, licenses, and approvals from the City and State of California.

e. Reservation or Dedication of Land for Public Purposes. If needed, sufficient roadway, sidewalk, and utility easements shall be reserved or dedicated to City for such purposes.

2. Term

This Agreement shall commence on the date the Ordinance approving this Agreement goes into effect (the "Effective Date") and it shall end on August 19, 2036 ~~fifteen (15) years from the starting date~~, and it shall remain in full force and effect so long as the subject property has been developed and is used for the approved commercial cannabis facility as authorized under City Ordinance Nos. 1853 and 1854; provided, however, that such use is not abandoned for a period of more than ninety (90) days. This Agreement [SHALL] be extended for up to 1 additional **five-year** period following the expiration of the initial ~~fifteen (15) year~~ term upon the occurrence of all the following:

The Owner shall give written notice to the City no later than one hundred twenty (120) days before the expiration of the initial term that the Owner desires to extend this Agreement for an additional **five-year** period;

(i) The Owner shows adequate evidence to the City that it has a legal and/or equitable interest in the Property and/or will have such interests for the duration of the extended term of the Agreement;

(ii) The Owner shall deposit all fees required by the City necessary for processing the extension request and drafting necessary documentation;

(iii) The Owner shall be in compliance with all provisions of Ordinance Nos. 1853 and 1854, and all terms imposed by the City-issued Commercial Cannabis Permit; and

(iv) The Owner shall not be in default of any provision of any agreement between City and Owner relative to the development of the Property or of any condition of approval imposed upon any entitlement granted by the City relative to the development of the Property for which Owner has been given a written notice to cure by the City and for which Owner has not cured or commenced to cure such default within thirty (30) days, if and as provided by such agreement or condition of approval.

3. **General Business/Store and Offices** – The facility will maintain hours of operation consistent with Section 15-87.L. of requirements specified in the Municipal Code, with

generally a minimum of 4 employees per shift. The parties may agree to a lesser number if warranted by the business volume.

4. **Parking/Loading/Access:** The proposed project provides 19 parking spaces, including 1 accessible van space(s). Loading will take place on-site within a loading space accessed on the east side of the structure. In no event will loading occur within the public right-of-way. Vehicular access to the site will be through an existing driveway on Morton Avenue. Within the site, access to the structures will be through the secured front office entrance. Pedestrian walkways within the structure and on the north side of the structure allow pedestrian circulation throughout the site. The project complies with the CALGreen Tier 1 by incorporating stormwater pollution prevention measures, installing energy and water-efficient equipment, and planting native and drought-tolerant landscaping at the front of the property
5. **Security:** The project will secure the facility against unauthorized entry by installing security lights on the exterior of the building to illuminate the side areas and parking area, installing commercial-grade locks, installing an alarm and video surveillance system, establishing procedures for identifying authorized persons, establish inventory controls, and install a secured system rack to maintain the integrity of records. Further, the project shall have a separately secured, limited access area, where all persons must be at least 21 years of age and have a business reason for entering the area; non-employees with authorized access must be escorted, and an access log must be maintained. In addition, the applicant will employ licensed security personnel or engage a licensed security company to provide an operational security plan in compliance with applicable State law and regulations ~~City Regulations and policies~~.
6. **Owner's Site and Floor Plans**
 - a. Owner's site plan and floor plan for the facility are attached hereto as Exhibit B and incorporated into the Application.
 - b. A preliminary landscape plan shall be prepared and reviewed and approved by the City Manager, the Community Development Director, the Engineering and Project Management Director, and/or their respective designees. A final landscape plan shall be prepared and submitted in conjunction with building and site improvement plans prior to issuance of building permits for construction activities.
 - c. An exterior signage plan shall be prepared and reviewed and approved by the appropriate City staff in accordance with the procedures and requirements of the Porterville Municipal Code.
 - d. The site elevations shall comply with the City's standards applicable to the Downtown area.
7. **Facility Operations**
 - a. Standard Operating Procedures. Owner is a lawful entity that will only

transact business with other legally permitted persons and entities under the California Cannabis Laws. Prior to operating a dispensary, Owner shall be required to obtain a Commercial Cannabis Permit, and all requirements pursuant to said permit, from the City pursuant to City Ordinance Nos. 1853 and 1854. Further, and notwithstanding anything to the contrary, Owner may operate such cannabis-related activities as permitted in accordance with California state laws and regulations, as may be amended, including without limitation, as long as such activity is not inconsistent with Ordinance Nos. 1853 and 1854, this Development Agreement, the City-issued Commercial Cannabis Permit, and the Porterville Municipal Code.

During the term of its CCP and the term of this Agreement, Owner shall lawfully operate in accordance with all state and local laws. Owner shall employ exemplary operating procedures to comply with state and local laws. Owner's facility shall employ safety and security measures for the safety and security of its employees, visitors, vendors, and neighboring communities and properties.

Owner shall fully comply with the minimum Operating Standards regulating the proposed Commercial Cannabis Activity as set forth in ~~Article~~ Chapter 15, Article 715, Sections 15-85 through 15-105 of the Porterville Municipal Code, and those required by Ordinance No. 1853, as may be amended from time to time.

b. Security Plan. Owner shall secure approval of its proposed security plan by the City prior to operating, and has attached its draft plan as Exhibit C. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and/or security, protection of the building(s) from vehicle intrusion, cash handling procedures, internal accounting controls, product handling and storage procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by City. See Porterville Municipal Code Section 15-87, subsections (N) and (O), and for minimum security requirements.

Video surveillance shall include, at a minimum, all site and facility entrances and access points, all spaces accessible by the public, all secured areas of the facility with restricted access, all interior spaces and rooms where cannabis products are handled, shipping and receiving areas, cash storage areas, and other areas necessary to protect the safety of employees and the public and to ensure cannabis products are received, handled, stored, and sold in compliance with applicable state and local laws and regulations. The video surveillance system shall be web-based with direct access provided to the City of Porterville Police Department upon request.

The security system shall also include sensors to detect entry and exit from all secure areas, panic buttons in appropriate locations, and a professionally monitored alarm system with glass breakage sensors and motion detectors.

Owner shall contract with or employ properly trained and licensed ~~third-party~~ security personnel in conformity with the requirements specified by applicable California law and regulations, to protect the welfare and safety of Owner and employees, and to ensure public safety to the neighboring community. Owner shall use security personnel during all hours of business operations. Security personnel may be armed so long as proper licensing and insurance requirements are followed and met by the third-party operator providing such security services.

Further, the project shall have a separately secured, limited access area, where all persons must be at least 21 years of age and have a business reason for entering the area; non-employees with authorized access must be escorted, and an access log must be maintained. The (nonlimited access) reception area shall be completely separate and secured from the dispensary operations, and shall be operated in conformity with all applicable laws and regulations, and by an employee at least 21 years of age, with concurrent monitoring by onsite security personnel.

c. Fire Department Approval. Owner shall not operate any facility, and no permit, license, or other approval issued by City shall be valid unless and until the Porterville Fire Department has approved Owner's site plan, floor plan, safety plan, and any other plans that require its approval.

d. Possession of Firearms. Except for licensed and bonded security personnel, no person employed or contracted by Owner shall be in possession of any firearm while on the premises or location without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearm. Every such person in possession of a firearm while on the premises or location must provide the City Manager and the Porterville Police Department, ten (10) days before bringing the firearm onto the premises, with the following:

- 1) A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearm;
- 2) A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency);
- 3) A copy of his or her California driver's license or California identification card; and
- 4) Any other information reasonably required by the Porterville Police Department to show that the individual is in compliance with the provisions of all laws regarding the possession and use of a firearm.

e. Identification Display. Each owner, manager, employee, and individual member engaged in the operation of the business shall at all times while engaged

in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by Owner.

f. Employee Background Checks and Procedures for Inventory Control to Prevent Non-Medical Diversion of Medical Cannabis. Only employees who receive the required background clearance pursuant to Section 15-89 of the Porterville Municipal code shall be permitted to enter Owner's facility. Each employee will have to meet a criminal background investigation as required by the City, which at minimum shall include a LiveScan criminal history check, which City shall make a good faith effort to facilitate within a reasonable time following the issuance of a Commercial Cannabis Permit(s) or license(s) to Owner.

Owner shall take all necessary and reasonable steps to prevent the sale or distribution of any of its cannabis products to minors; prevent revenue from the sale or distribution of its cannabis and/or infused products from going to criminal enterprises, gangs and cartels; prevent the diversion of cannabis from California to any other state; prevent state-authorized cannabis activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the sale of cannabis; discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with cannabis use; disavow growing cannabis on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and discourage and educate against cannabis possession or use on federal property.

g. Point of Sale Tracking System. Owner shall maintain an inventory control and reporting system that accurately documents the cannabis products. The inventory control and reporting system shall comply with the track and trace program required by California Cannabis Law and regulations issued thereunder.

Owner shall employ an electronic point of donation/sale system approved by the State of California for all point of donations/sales tracking from seed or inception to product distribution to other licensed commercial cannabis facilities. Such approved system shall track all commercial cannabis products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). Owner's point of sale system shall have the capacity to produce historical transactional data in accordance with City's requirements.

h. Record Keeping. Owner shall maintain records for all commercial cannabis and/or infused products. Owner shall comply with all record-keeping responsibilities that are set forth in Ordinance No. 1853, Section 15-87(O) of the Porterville Municipal Code, including complete and up-to-date records regarding the amount of commercial cannabis delivered and sold, and applicable State law.

i. Commercial cannabis sales shall not create offensive odors; create

excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; or be hazardous due to use or storage of materials, processes, products, or wastes.

Owner shall store its commercial cannabis and/or commercial cannabis products in a locked safe room with T-card identification access for management only. The safe room shall be constructed of fire-rate walls with numerous cameras installed to view all entries and exits from the safe room, as well as all other activities performed within Owner's facility. Owner will not conduct outdoor operations except as related to lawful delivery and transportation of commercial cannabis and infused products. Owner will not store commercial cannabis or related products in its delivery vehicle outside normal operating hours of the facility.

Any excess or contaminated product will be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

j. Odor Control. All structures shall have ventilation and filtration systems installed that prevent commercial cannabis plant odors from exiting the interior of the structure. The ventilation and filtration system shall be approved by the Building Official and installed prior to commencing sales within the allowable structure. Facility air intake, exhaust, and recirculating system shall be of industrial grade. Activated charcoal, recirculating, and closed loop aeration systems will be utilized as necessary for effective odor control and management. Owner's draft Odor Control Plan is attached hereto as Ex. D.

k. Description of Banking Plan. Owner shall seek to open a bank account under the name of Owner or its associated management company to provide transparency for funds received, operational costs, including payroll, tax payments to the state and federal governments. Should a bank account not be forthcoming, Owner shall implement other industry standard banking and/or other industry standard transactional mechanisms.

l. Transportation and Delivery Plan. Owner shall comply with all state and local law regarding transportation and delivery, including the rules governing delivery service. Owner shall retain a list of names and cellular contact numbers for all employees engaged in transportation and/or delivery of commercial cannabis products and provide it to the applicable oversight authority, keeping the list current and up to date.

Owner will keep complete and up-to-date records documenting each delivery, including the amount/product(s) provided, the date and time provided, the name

of the employee making the delivery, the name and address of the individual corporation to whom delivery is made, and the amount of the related sale/monetary transaction.

8. Community Relations, Employment, and Wages

a. Public Outreach and Education Program. The Owner shall coordinate and cooperate with City and any other Owners of commercial cannabis dispensaries located within City of Porterville in the establishment and implementation of appropriate public outreach and education programs. The public outreach and education programs shall be approved by City.

b. Community Benefits Program. The Owner shall coordinate and cooperate with the City and other Owners of commercial cannabis facilities located within the City of Porterville in the City Council's establishment and implementation, and the Owners' funding of a community benefits program which could include such items as senior citizen programs, City beautification efforts, funding for enforcement against illegal cannabis operations, public safety, housing programs, economic development, infrastructure, capital improvements, including expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service, public safety, and special social and community organizations. This community benefits program may be implemented by the City. The City may invite public participation in the decision-making process for identifying and prioritizing community needs and benefits, and identifying appropriate projects to be funded by the entity implementing this community benefits program. All projects under the community benefits program must be approved by the City.

Owner agrees, as a business expense, to pay the City the yearly sum of \$30,000.00 or 1% of Owner's annual gross receipts, whichever amount is greater, from the commercial operation on the Premises. Unless otherwise agreed to in writing by the parties the above amount shall be paid over the course of the calendar year on a quarterly basis, with payments due within 30 days of the end of each quarter. The first payment shall be due at within 30 days of the end of the first quarter for which the commercial operation at the Premises was operational and prorated to account for when during the quarter the opening occurred.

c. Designation of Community Relations Liaison. Owner shall designate and identify, in writing, the personnel who shall ~~At the time of this Agreement, Owner's day-to-day operations manager, Hussain Rayani, will~~ be responsible for community inquiries and complaints and on-site management during normal business hours.

d. Interface with City of Porterville Police / Inspections. Owner's day-to-day

operations manager, and/or the Owner's Community Relations Liaison, Hussain Rayanias specifically designated and identified in writing, will interface with the Porterville Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Porterville Police Department's assigned designee acting at the City Manager's request and per his specific and limiting instructions, shall have the right to enter all Premises from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Agreement and state and local laws and regulations, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City. ~~See, Ordinance No. 1853, as well as Porterville Municipal Code Section 15-87, 15-96.~~

_____ Owner's Initials

- e. Local Recruitment, Hiring, and Training Programs. Owner is committed to making a good-faith effort to recruit, hire, and train City residents for employment by Owner. A good-faith effort means Owner shall take the following or similar actions to recruit and employ City residents: 1) Contact local recruitment sources, including the Employment Connection, to identify qualified individuals who are City (or City area) residents, 2) Advertise for qualified City residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employ City residents as a part of the its workforce. The Owner commits to a local annual hiring goal of 50% of total operational jobs for permanent and apprentice employees. This goal shall apply horizontally, across all departments and managerial positions. The Owner shall not be penalized or deemed in default under this Agreement if it is unable to achieve such a goal. "Local" is defined as within a 3-mile radius of the boundaries of the City's boundaries. The Owner shall contact and work with a job referral agency (e.g. the Employment Connection) assigned by the City Manager to implement a local hiring policy for permanent and apprentice employees. The purpose of the hiring policy is to facilitate the training and employment of local and disadvantaged job applicants for jobs within the City's jurisdiction, and 3-mile radius of City boundaries. Applicants for jobs shall not be disqualified from hiring solely on the basis of an arrest or conviction for a Cannabis-related crime that occurred prior to November 8, 2016, and could have been prosecuted as a misdemeanor or citation under current California law. The Owner shall report on compliance with the local hiring goals as part of its annual audit report.
9. Public Art Feature/Element. Owner agrees to provide a historical/artistic feature as a component of its project, located at or near the Property. The artistic feature will be subject to the review of the City Cannabis Ad Hoc Committee and City of Porterville Arts Commission, and the approval of the City Council, prior to the commencement of work on the feature. Work on the feature must be commenced within one year of the opening of the business.

10. Indemnification Agreement by each Cannabis Permittee

~~Pursuant to Ordinance Nos. 1853 and 1854, and including Porterville Municipal Code Section 15-87(T), t~~To the fullest extent permitted by local, state and/or federal law, the City of Porterville shall not assume any liability whatsoever with respect to having issued a Commercial Cannabis Permit or executed a Development Agreement pursuant Ordinance No. 1853 and Chapter 609 of the Development Code, or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any Commercial Cannabis Permit and to the execution and approval of a Development Agreement, the Owner shall be required to meet all the conditions enumerated in Porterville Municipal Code Sections 15-85 through 15-105, before this Agreement may be executed, and before they can receive the Commercial Cannabis Permit. The City Manager shall require the Owner and each Commercial Cannabis Permittee to execute a separate Indemnification Agreement prepared by the City that fully indemnifies the City for all liabilities associated with the Commercial Cannabis Permit, the Commercial Cannabis Permittee's Commercial Cannabis Activities, and any action taken by the Cannabis Permittee, and/or arising out of Owner's obligations under this Agreement. The Indemnification Agreement shall include the defense of the City and reimbursement of all fees, costs and expenses incurred by the City related to any action arising from this Agreement. Attached as Exhibit E, and incorporated herein by this reference, is true and correct copy of a fully executed Indemnification Agreement.

11. Fees, Costs, and Taxes

a. Permit Fees. Owner agrees to pay all permit fees and charges authorized and referenced in ~~Ordinance Nos. 1853 and 1854~~ the City's regulations, all amounts adopted by City Council and as required by applicable laws and regulations, and any fees set forth in this Agreement. Permit application, processing, and renewal fees shall be due and payable at the time application is made or renewed.

b. Cannabis Business Tax. Owner shall comply with all provisions of Ordinance No. 1875, and Porterville Municipal Code Chapter 22, Article VI, which requires every person engaged in a Commercial Cannabis Business in the City to pay an annual Commercial Cannabis Business tax at a rate established by resolution of the City Council, but no more than 10% of annual gross receipts. Resolution No. 99-2020, adopted by the City Council on December 15, 2020, has currently set the rate at 7% of annual gross receipts per fiscal year.

Copies of Tax Filings. Owner shall additionally provide the City with courtesy copies of each and every report Owner is required to provide to the County of Tulare or the State of California for sales, use, or other tax purposes at the time such filings are made.

12. Insurance

a. Insurance. Owner shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, "Owner" for purposes of this Article 6 only), to obtain and maintain insurance of the types and in the amounts described in this section and its subsections with carriers reasonably satisfactory to City.

b. General Liability Insurance. Owner shall maintain commercial general liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) each occurrence. Such insurance shall also:

1) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.

2) Be primary with respect to any insurance of self-insurance programs covering City, its officials, employees, agents, and representatives.

3) Contain standard separation of insured provisions.

c. Automotive Liability Insurance. Owner shall maintain business automobile liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) for each accident for the vehicles Owner operates in connection with its cannabis business. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

1) Name City, and work in good faith with the City and the insurers to name additional insureds as deemed reasonably necessary. "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insureds;

2) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives;

3) Contain standard separation of insured provisions.

d. Workers' Compensation Insurance. Owner shall take out and maintain during the term of this Agreement, workers' compensation insurance for all of Owner's employees employed at or on the Project, and in the event any of the work is subcontracted, Owner shall require any general contractor or subcontractor similarly to provide workers' compensation insurance for such

contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Owner. In case any class of employee engaged in work on the Project is not protected under any workers' compensation law, Owner shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Owner hereby indemnifies City for any damage resulting from failure of Owner, its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) each accident shall be maintained.

e. Other Insurance Requirements. Owner shall do all of the following:

1) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidenced all insurance required in this Article, including evidenced that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage without thirty (30) days prior written notice to City.

2) Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.

3) Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior the termination of this Agreement.

4) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the term or the mutual written termination of this Agreement.

5) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

13. Termination

a. Termination Upon End of Term. This Agreement shall terminate upon the expiration of the term, unless it is terminated earlier pursuant to the terms of this Agreement. Upon termination of this Agreement, City shall record a notice of such termination and this Agreement shall be of no further force or effect except as otherwise set forth in this Agreement.

b. Effect of Termination on Owner's Obligations. Termination of this

Agreement shall eliminate any further obligation of Owner to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of Owner to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

c. Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof. Termination of this Agreement shall not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

d. Survival After Termination. The rights and obligations of the Parties set forth in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

14. Resources Efficiency

Owner shall endeavor to reduce its environmental impact when possible. The design of the facility shall include reasonable water and energy conservation measures in accordance with applicable State regulations.

15. Standard Conditions for Construction

During any on-site construction activities related to development of the project site and any buildings thereon, or renovation or remodeling of existing buildings, Owner shall comply with all applicable state and local building and construction laws, regulations, and guidelines. The Project shall comply with the applicable parking standards established by the City for these particular cannabis activities.

16. Defaults and Remedies

a. Remedies in general. It is acknowledged by the parties that City would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof, except as hereinafter expressly provided. Subject to extensions of time by mutual consent in writing, failure to delay by either party to perform any term or provision of this Agreement beyond a reasonable notice and cure period shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) day notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured during any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings. Notwithstanding the foregoing to the contrary, if the alleged default is of such a nature that it cannot be cured within thirty (30) days, the alleged defaulting party

shall not be deemed in default as long as such party commences to cure such default within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

After notice and expiration of the thirty (30) day period, the other party to this Agreement, at its option, may institute legal proceedings pursuant to this Agreement.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that City shall not be liable in monetary damages, unless expressly provided for this Agreement, to Owner, to any mortgagee or lender, or to any successors in interest of Owner or mortgagee or lender, or to any other person, and Owner covenants on behalf of itself and all successors in interest to the Property or any portion thereof, not to sue for damages or claim any damages;

- 1) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or
- 2) For the impairment or restriction of any right or interest conveyed or provided under, with, or pursuant to this Agreement, including, without limitation, any impairment or restriction which Owner characterizes as a regulatory taking or inverse condemnation; or
- 3) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from the exercise by City of its power of eminent domain. Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from bad faith intentional acts, the grossly negligent or malicious acts of City and its officials, officers, agents and employees. Nothing herein shall modify or abridge any defenses or immunities available to City and its employees pursuant to the Government Liability Act and all other applicable statutes and decisional law.

Except as set forth in the preceding paragraph relating to eminent domain, Owner's remedies shall be limited to those set forth in this Section.

Notwithstanding anything to the contrary contained herein, City covenants as provided in Civil Code Section 3300 not to sue for or claim any consequential damages or, in the event all or a portion of the Property is not developed, for lost profits or revenues which would have accrued to City as a result of the development of the Property.

b. Specific Performance. The parties acknowledge that money damages and remedies at law are inadequate, and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

1) Except as provided in this Agreement, money damages are unavailable against City.

2) Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to use the Property or portions thereof. Owner has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts; the parties acknowledge and agree that any injunctive relief may be ordered on an expedited, priority basis.

c. Release. Except for those remedies set forth in this Agreement, Owner, for itself, its successors and assignees, hereby releases City, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, based or asserted, pursuant to Article 1, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon City because it entered into this Agreement or because of the terms of this Agreement.

Owner acknowledges that it may have suffered, or may suffer, damages and other injuries that are unknown to it, or unknowable to it, at the time of its execution of this Agreement. Such fact notwithstanding, Owner agrees that the release provided in this Section shall apply to such unknown or unknowable claims and damages. Without limiting the generality of the foregoing, Owner acknowledges the provisions of California Civil Code Section 1542, which provide:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Owner hereby waives, to the maximum legal extent, the provisions of California Civil Code Section 1542 and all other statutes and judicial decisions of similar effect.

Owners' Initials

d. Termination of Agreement for Default of City. Owner may terminate this Agreement in the event of a default by City in the performance of a material term of this Agreement and only after providing written notice to City of default setting forth the nature of the default and the actions, if any, required by City to cure such default and, where the default can be cured, City has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default. Notwithstanding anything to the contrary, in the event that Owner deem it is necessary and/or advisable to cease operations in Porterville, then Owner may terminate this Agreement, and such termination shall be effective upon the date of written notice to the City.

e. Attorneys' Fees and Costs. In any action or proceeding between City and Owner brought to interpret or enforce this Agreement, or which in any way arises out of the existence of this Agreement or is based upon any term or provision contained herein, the "prevailing party" in such action or proceeding shall be entitled to recover from the non-prevailing party, in addition to all other relief to which the prevailing party may be entitled pursuant to this Agreement, the prevailing party's reasonable attorneys' fees and litigation costs, in an amount to be determined by the court. The prevailing party shall be determined by the court in accordance with California Code of Civil Procedure Section 1032. Fees and costs recoverable pursuant to this Section include those incurred during any appeal from an underlying judgment and in the enforcement of any judgment rendered in any such action or proceeding.

f. Owner Default. No building permit shall be issued or building permit application accepted for any structure on the Property after Owner is determined by City to be in default of the terms and conditions of this Agreement until such default thereafter is cured by Owner or is waived by City. If City terminates this Agreement because of Owner's default, then City shall retain any and all benefits, including money or land received by City hereunder.

17. Third Party Litigation

a. General Plan Litigation. City has determined that this Agreement is consistent with its General Plan. Owner has reviewed the General Plan and concurs with City's determination.

City shall have no liability under this Agreement or otherwise for any failure of City to perform under this Agreement, or for the inability of Owner to develop the Property as contemplated by the **Agreement**, which failure to perform or inability to develop is as the result of a judicial determination that the General Plan, or

portions thereof, are invalid or inadequate or not in compliance with law, or that this Agreement or any of City's actions in adopting it were invalid, inadequate, or not in compliance with the law.

b. **Hold Harmless Agreement.** To the fullest extent permitted by law, Owner hereby agrees to, and shall hold City, its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Owner or Owner's contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, agents, or employees operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Owner or any of Owner's contractors or subcontractors. Owner agrees to and shall defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid operations.

c. **Indemnification.** To the fullest extent permitted by law, Owner shall defend, indemnify, and hold harmless City and its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following: (i) this Agreement and the concurrent and subsequent permits, licenses and entitlements approved for the Project or Property; (ii) the environmental impact report, mitigated negative declaration or negative declaration, as the case may be, prepared in connection with the development of the Property; (iii) any claims based on or alleging inverse condemnation by any person or entity with an interest in the Property; and (iv) the proceedings undertaken in connection with the adoption or approval of any of the above. In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement or any portion thereof as set forth herein, the parties shall mutually cooperate with each other in defense of said action or proceeding. Notwithstanding the above, City, at its sole option, may tender the complete defense of any third-party challenge as described herein. In the event City elects to contract with special counsel to provide for such a defense, City shall meet and confer with Owner regarding the selection of counsel, and Owner shall pay all costs related to retention of such counsel. This Indemnification is provided in addition to that set forth in Section 7.

d. **Environmental Contamination.** To the fullest extent permitted by law, Owner shall indemnify and hold City, its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees free and harmless from any liability, based or asserted, upon any act

or omission of Owner, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors, excepting and acts or omissions of City as successor to any portions of the Property dedicated or transferred to City by Owner, for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and Owner shall defend, at its expense, including attorneys' fees, City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such claim, action or proceeding. This Indemnification is provided in addition to that set forth in Section 7.

The provisions of this Section do not apply to environmental conditions that predate Owner's ownership or control of the Property or applicable portion; provided, however, that the foregoing limitation shall not operate to bar, limit or modify any of Owner's statutory or equitable obligations as an owner or seller of the Property.

e. City to Approve Counsel. With respect to this Section, City reserves the right to approve the attorney(s) which Owner selects, hires or otherwise engages to defend City hereunder, which approval shall not be unreasonably withheld.

f. Accept Reasonable Good Faith Settlement. With respect to this Section, City shall not reject any reasonable good faith settlement. If City does reject a reasonable, good faith settlement that is acceptable to Owner, Owner may enter into a settlement of the action, as it relates to Owner, and City shall thereafter defend such action (including appeals) at its own cost and be solely responsible for any judgment rendered in connection with such action. This Section applies exclusively to settlements pertaining to monetary damages or damages which are remedial by the payment of monetary compensation. Owner and City expressly agree that this Section does not apply to any settlement that requires an exercise of City's police powers, limits City's exercise of its police powers, or affects the conduct of City's municipal operations.

g. Survival. The provisions of this Section inclusive, shall survive the termination or expiration of the Agreement.

18. California Environmental Quality Act

Owner shall pay all fees and reimburse City for any and all costs incurred by City related to project review under the California Environmental Quality Act (CEQA), Public Resources Code, §§21000-21189.3, and the Guidelines for California Environmental Quality Act, California Code of Regulations, Title 14, §§15000-15387. If reasonably requested by City, Owner shall conduct and pay for any required CEQA reviews and analyses. The City has found that the proposed Project is Categorically Exempt from California Environmental Quality Act (CEQA) requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities. This exemption applies to projects

characterized as alterations to existing facilities meeting the conditions described in **Section 15301**.

19. Rules, Regulations, and Official Policies

Except as otherwise provided in this Agreement, the rules, regulations, and official policies of City governing permitted uses of the land, governing density, and governing the design, improvements, and construction standards and specifications applicable to the development of the Project subject of this Agreement, shall be those rules, regulations, and official policies of City in force at the time of the execution of this Agreement. This Agreement does not prevent City, in subsequent actions applicable to the property, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the property as set forth herein, nor does this Agreement prevent City from denying or conditionally approving any subsequent development project application based on such existing or new rules, regulations, or policies.

20. Commercial Cannabis Permit Conditions of Approval

Owner shall comply with all conditions of approval of the City-issued Commercial Cannabis Permit.

21. Periodic Reviews

This Agreement shall be subject to annual review. Owner and Landlord executing this Agreement shall demonstrate good faith compliance with the terms of this Agreement. If, as a result of such periodic review, City finds and determines, based on substantial evidence, that Owner or Landlord executing this Agreement, or successor in interest thereto, has not complied in good faith with the terms or conditions of this Agreement, City may terminate or modify this Agreement (except no modification shall increase Owner's liability nor reduce Owner's rights), provided that City shall first provide Owner notice of its intent to terminate, with a detailed explanation as to why, and provide Owner the reasonable right to cure the same.

a. Periodic Review. City Council shall review this Agreement annually, on or before each anniversary of the Effective Date, in order to ascertain Owner's good faith compliance with this Agreement. During the periodic review Owner shall be required to demonstrate good faith compliance with the terms of the Agreement, through submitting an annual monitoring report, records, or equivalent written materials to the Community Development Department. The Department will schedule a hearing on the periodic review of the Development Agreement on or following the anniversary of the Effective Date, but Owner has no obligation to compel such hearing, and no implication will be made to Owner's detriment if a hearing is not in fact held. Owner shall document any request for an extension of the term due to delays beyond the control of Owner (see Section 25.i., "Force Majeure").

b. Conditional Use Permit. For all intents and purposes, the Commercial Cannabis Permit to be issued under this Agreement shall be treated as if it were a Conditional Use Permit issued to Owner for the establishment and operation of its business. The operation of the business at all times shall be required to comply with the terms of this Agreement.

c. Special Review. City Council may order a special review of compliance with this Agreement at any time. The Community Development Director or his or her designee shall conduct such special review. During a special review, Owner shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on Owner.

d. Review Hearing. At the time and place set for the review hearing, Owner shall be given an opportunity to be heard. If City Council finds, based upon substantial evidence, that Owner has not complied in good faith with the terms or conditions of this Agreement, City Council may terminate this Agreement notwithstanding any other provision of this Agreement to the contrary, or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of City. The decision of City Council shall be final, subject only to judicial review pursuant to Code of Civil Procedure Section 1094.5.

e. Certificate of Agreement Compliance. If, after a periodic or special review, Owner is found to be in compliance with this Agreement, and if Owner requests it, City shall issue a Certificate of Agreement Compliance ("Certificate") to Owner stating that after the most recent periodic or special review, and based upon the information known or made known to the Planning Director and City Council, that (i) this Agreement remains in effect and (ii) Owner is not in default.

City shall not be bound by a Certificate if a default existed at the time of the periodic or special review, but was concealed from or otherwise not known to the Planning Director and City Council, regardless of whether the Certificate is relied upon by assignees or other transferees or Owner.

f. Failure to Conduct Review. City's failure to conduct a periodic review of this Agreement shall not constitute a breach of this Agreement.

22. Assignment

Assignment by Owner. Owner shall not transfer, delegate, sublet or assign its interest, rights, duties, and obligations under this Agreement. Any assignment, delegation, or subletting shall be null and void.

23. Operating Commercial Cannabis Facility

Any party to this Agreement, shall not operate a commercial cannabis facility authorized under the municipal code unless it is the holder of a valid applicable State Cannabis License and a Commercial Cannabis Permit issued by City in accordance

with the procedures and requirements of Chapter 15, Article VII of the Porterville Municipal Code.

24. Notice

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Porterville
291 North Main St.
Porterville, CA 93257
Attention: City Manager

and City Attorney, Porterville
McCormick, Kabot, Jenner & Lew
4010 S. Demaree Street
Visalia, CA 93277

If to Owner: Haven #7 LLC
c/o Joe Velazquez
18012 Cowan #200
Irvine, CA 92614

And

Hussein Rayani
Haven
1 West Morton
Porterville, CA 93257

If to Landlord:

Letsinger 1995 Trust
c/o Richard E. Conway
1441 West Cheryll Court
Porterville, CA 93257

25. Miscellaneous Provisions

a. Amendment or Cancellation. This Agreement may be amended, or canceled in whole or in part, only by the written mutual consent of the parties to this Agreement or their successors in interest.

b. Waiver. Waiver by City of any one or more of the terms or conditions of this Agreement shall not be construed as waiver of any other term or condition under this Agreement.

c. Enforcement/Reserved Powers. Unless amended or canceled pursuant hereto, this Agreement shall be enforceable by any party hereto, or successor in interest thereto, notwithstanding any subsequent change in any applicable general or specific plan, zoning, subdivision or building regulation, or municipal code amendment adopted by City that conflicts with the terms of this Agreement. However, this Agreement is subject to the City's "Reserved Powers." For purposes of this Agreement, "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future discretionary actions after the Effective Date of this Agreement that: (1) are necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God); (2) are amendments to California Marijuana Laws or California Uniform Codes, as adopted by the City of Porterville, and/or the Porterville Municipal Code, as applicable, regarding the construction, engineering and design standards for private and public improvements to be constructed on the Site; (3) are necessary to comply with state or federal laws and regulations; or (4) involve sign and parking ordinances and guidelines, changes to the City's zoning laws, Specific Plan or the City's General Plan, whether adopted previous or subsequent to the Effective Date of this Agreement).

If any City ordinance, rule or regulation or addition to the Porterville Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement or an associated Commercial Cannabis Permit, business license or other authorizations and City approvals, or reduce development rights or assurances provided to the Owner in this Agreement, then such changes, additions or deletions to the Porterville Municipal Code shall not be applied to the Site or

Project; provided, however, the parties acknowledge that the City's approval of this Agreement is a legislative action subject to referendum. The parties shall cooperate with each other and undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms and to the fullest extent permitted by state or federal law.

Notwithstanding anything to the contrary in this Agreement, site improvements contemplated by this Agreement shall be completed pursuant to the City's development standards and design guidelines.

d. Joint and Several Liability. Owner shall be jointly and severally liable for any amount due under this Agreement, and any breach of this Agreement or failure to pay by one Party shall also constitute a breach of this Agreement by the other Party.

e. Severability. If any part of this Agreement is found to conflict with applicable state laws or regulations, such part shall be inoperative, null, and void insofar as it conflicts with said laws or regulations, or modified or suspended as may be necessary to comply with such state laws or regulations, but the remainder of this Agreement shall continue to be in full force and effect.

f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual, facsimile, or electronic signature.

g. Jurisdiction. The law governing this Agreement shall be that of the State of California. The parties agree that this Agreement is entered into and to be performed in Tulare County, California.

h. Disclaimer. Despite California's commercial cannabis laws and the terms and conditions of this Agreement, or any Commercial Cannabis Permit issued pertaining to Owner or the property specified herein, California commercial cannabis possessors or business operators may still be subject to arrest by state or federal officers and prosecuted under state or federal law. The Federal Controlled Substances Act, 21 USC § 801, prohibits the manufacture, distribution, and possession of cannabis without any exemptions for medical use.

i. Force Majeure. If delays are caused by unforeseen events beyond the control of Owner, such delays will entitle Owner to an extension of time as provided in this section. Such unforeseen events ("Force Majeure") shall mean war, insurrection, acts of God, local, state or national emergencies, strikes and other labor difficulties beyond the party's control, or any default by City hereunder, which Force Majeure event substantially interferes with the development, construction or operation of the Project.

j. Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title, or interest to any portion of the Site, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

k. Binding Effect of Agreement. The Parties agree that the Recitals above are true and correct and intend to be bound by same. Except as otherwise provided, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all authorized successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide constructive notice thereof, the City Clerk will record this Agreement with the Tulare County Recorder within the period required by Government Code Section 65868.5.

l. Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and the Owner is that of a government entity regulating the development of private property and the owner of such property.

m. Changes to Project. The parties acknowledge that changes to the Project or Development Plans and related approvals may be appropriate and mutually desirable to carry out the intent and purpose of this Agreement. This Agreement shall not prevent the City from applying, with the consent or at the request of the Owner, *Subsequent Land Use Regulations* or *Subsequent Development Approvals* that do not directly conflict with the Project, Site or Development Plan authorized under this Agreement. The granting of one such change or request shall not obligate the City to grant other similar changes or requests. As used herein, "*Subsequent Development Approvals*" include, without limitation, all excavation, grading, building, construction, demolition, encroachment or street improvement permits, occupancy certificates, utility connection authorizations, or other non-discretionary permits or approvals necessary, convenient or appropriate for the Project. As used herein, "*Subsequent Land Use Regulations*" means ordinances, resolutions and codes adopted or approved by the City after the Effective Date of this Agreement governing the development and use of the land, including general plan amendments, zone changes, variances or conditional use permits affecting the permitted use of the land including density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions of reservation or Dedication of land for public

purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Development of the Property.

n. Conflicting Federal or State Rules. In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, *this Agreement shall remain in full force and effect as to those provisions not affected*; and

(i) Notice of Conflict. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(ii) Modification Conferences. The parties shall, within thirty (30) days of the notice referenced to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation.

(iii) City Council Hearings. In the event the City believes that an amendment to this Agreement is necessary due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Owner shall have the right to offer oral and written testimony at the hearing. Any modification ordered by the City Council pursuant to such hearing is subject to judicial review in accordance with California law.

(iv) City Cooperation. The City shall cooperate with Owner in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated by the City. As required by this Agreement, Owner shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

Effective Date. "Effective Date" means the date on which all of the following are true: (i) thirty (30) days have elapsed since the second reading of the Ordinance adopting and approving this Amended Development Agreement and (ii) all Exhibits to this Agreement are finalized, executed and notarized by all affected parties (if applicable) and attached hereto; provided, however, that if these conditions have not been fully satisfied by the Owner the Effective Date may not thereafter occur and this Agreement may not thereafter become effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day

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and year first above written.

CITY OF PORTERVILLE

**OWNER
Haven #7 LLC**

~~Adrian Monte Reyes~~, Greg Meister, Mayor

Name: Hussain Rayani
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Attorney for Owner



SUBJECT: Adoption of Amended Community Development Block Grant (CDBG) Citizen Participation Plan

SOURCE: Community Development

COMMENT: The Community Development Block Grant (CDBG) Entitlement Program provides federally funded annual grants on a formula basis to entitled cities and counties throughout the nation to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for low- and moderate-income persons.

The U.S. Department of Housing and Urban Development (HUD) requires each jurisdiction that receives CDBG entitlement funding to prepare, adopt, and maintain a Citizen Participation Plan (CPP) in accordance with 24 CFR Part 91.105. The CPP establishes the policies and procedures by which residents and stakeholders may participate in the planning, implementation, and evaluation of CDBG-funded activities, including the City's Consolidated Plan, Annual Action Plan, Consolidated Annual Performance Evaluation Report (CAPER), and any Substantial Amendments to those documents.

The Citizen Participation Plan is reviewed annually as part of the City's required CDBG reporting process. As part of this review, staff evaluated the existing CPP and made amendments to update and clarify language, reduce redundancy, and consolidate information to improve readability and usability while maintaining full compliance with HUD requirements.

Any substantial amendments to the CPP require a minimum 30-day public comment period and City Council approval prior to submission to HUD. City Council review and adoption of the amended CPP is required before it may be included as part of the City's Annual Action Plan submission to HUD.

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive public testimony; and
2. Adopt the amended Community Development Block Grant (CDBG) Citizen Participation Plan.

ATTACHMENTS: 1. DRAFT 2026 Citizen Participation Plan

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

**CITY OF PORTERVILLE
CITIZENS' ADVISORY AND HOUSING OPPORTUNITY
COMMITTEE CITIZEN PARTICIPATION PLAN**

**DRAFT Citizen Participation Plan
Revised January 2026**

Purpose and Authority

The City of Porterville is a federal entitlement jurisdiction that receives Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD).

HUD regulations (24 CFR Part 91.105) require the City to adopt a Citizen Participation Plan (CPP) that describes how residents and stakeholders may participate in the development, implementation, and evaluation of the following HUD-required documents:

- Five-Year Consolidated Plan
- Annual Action Plan
- Consolidated Annual Performance Evaluation Report (CAPER)
- Substantial Amendments to these plans

This Citizen Participation Plan explains how the City will provide reasonable notice, access to information, and meaningful opportunities for public involvement—especially for low- and moderate-income (LMI) residents and other protected populations.

Definitions

- **Action Plan (AP):** The Action Plan summarizes the activities that will be undertaken in the upcoming Fiscal Year (FY) to meet the goals outlined in the Consolidated Plan. The Action Plan also identifies the federal and non-federal resources that will be used to meet the goals of the approved Consolidated Plan.
- **Citizen Participation Plan (CPP):** The CPP provides guidelines by which the City will promote engagement in the planning, implementation, and evaluation of the distribution of federal funds as outlined in the Consolidated Plan, Action Plan, and CAPERs.
- **Community Development Block Grant (CDBG):** HUD's CDBG program provides communities with resources to address a wide range of housing and community development needs that benefit very low- and low-income persons and areas.
- **Consolidated Annual Performance Evaluation Report (CAPER):** The CAPER assesses the City's annual achievements relative to the goals in the Consolidated Plan and proposed activities in the Action Plan. HUD requires the City to prepare a CAPER at the end of each fiscal year.
- **Department of Housing and Urban Development (HUD):** HUD is the federal government agency that creates and manages programs pertaining to federal home ownership, affordable housing, fair housing, homelessness, and community and housing development.

- **Displacement:** Displacement refers to the involuntary relocation of individuals from their residences due to housing development and rehabilitation activities paid for by federal funds.
- **Eligible Activity:** Activities that are allowable uses of the CDBG funds covered by the CPP as defined in the Code of Federal Regulations Title 24 for HUD.
- **Entitlement Jurisdiction:** A city with a population of at least 50,000, a central city of a metropolitan area, or a qualified urban county with a population of at least 200,000 that receives grant funding from HUD.
- **Five-Year Consolidated Plan (Consolidated Plan):** HUD requires entitlement jurisdictions to prepare a Consolidated Plan every five years. The Consolidated Plan is a strategic plan that identifies housing, economic, and community development needs and prioritizes funding to address those needs over a five-year period.
- **Low and Moderate Income (LMI):** As defined annually by HUD, Low and Moderate Income (LMI) is 0-80 percent of area median family income (AMI) for a jurisdiction, with adjustments for smaller or larger families. This includes those individuals presumed by HUD to be principally LMI (abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers). HUD utilizes three income levels to define LMI households:
 - Extremely low income: Households earning 30 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
 - Very low income: Households earning 50 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
 - Low and moderate income: Households earning 80 percent or less than the AMI (subject to adjustments for areas with unusually high or low incomes or housing costs)
- **Public Hearing:** Public hearings are designed to provide the public the opportunity to make public testimony and comment. Public hearings related to the Consolidated Plan are to be advertised in local newspapers and made accessible to non-English speakers and individuals with disabilities.
- **Substantial Amendments:** Amendments are considered “Substantial” whenever one of the following is proposed:
 - A change in the allocation priorities or a change in the method of fund distribution
 - A substantial change which increases or decreases the amount allocated to a category of funding within the City’s entitlement grant programs by 25 percent
 - To implement an activity using CDBG funds for new programs that were not described in the Consolidated Plan
 - To change the purpose or intended beneficiaries of an activity approved for CDBG funding, e.g., instead of primarily benefitting lower income households the activity instead proposes to benefit mostly moderate-income households

Encouraging Broad Public Participation

The City is committed to encouraging participation from all residents, with special emphasis on:

- Low- and moderate-income persons
- Residents of assisted housing

- Minorities and persons with limited English proficiency
- Persons with disabilities
- Elderly residents and persons experiencing homelessness

Meetings are generally held at City Hall due to accessibility and central location. Translation services, assistive listening devices, and other reasonable accommodations are available upon request with advance notice.

Roles and Responsibilities

City Council

The Porterville City Council is the elected legislative body responsible for approving:

- The Consolidated Plan
- Annual Action Plans
- Substantial Amendments
- CAPERs
- Amendments to the Citizen Participation Plan

City Staff

The Community Development Department is responsible for administering HUD programs, coordinating public participation activities, and responding to public comments.

Advisory Committee

The Citizens' Advisory and Housing Opportunity Committee (CAHOC) serves in an advisory role to the City Council on housing and community development needs, funding priorities, and fair housing efforts.

At the discretion of the City Manager, City staff may recommend program actions directly to the City Council when expedited action is necessary to protect public health, safety, or the local economy.

Public Hearings and Meetings

The City will hold public hearings to gather input and receive comments on:

- Consolidated Plans
- Annual Action Plans
- CAPERs
- Substantial Amendments
- Amendments to this Citizen Participation Plan

Minimum Hearing Requirements

- **Consolidated Plan & Annual Action Plan:**
 - One community meeting
 - One City Council adoption hearing

- **CAPER:**
 - One City Council hearing
- **Substantial Amendments & CPP Amendments:**
 - One City Council hearing

Community meetings are held at accessible locations convenient to program beneficiaries. City Council hearings are held at City Hall Council Chambers.

Public Notice and Comment Periods

Standard Review Periods

- **Consolidated Plan, Action Plan, Substantial Amendments, CPP Amendments:**
Minimum **30-day** public comment period
- **CAPER:**
Minimum **15-day** public comment period

Public Notice Methods

Public notices will be provided through:

- City website (www.ci.porterville.ca.us)
- Posting at City Hall
- Local newspapers of general circulation
- Distribution to interested parties and agencies

Notices will include:

- Description of the proposed action
- Comment period dates
- Hearing dates, times, and locations
- Instructions for requesting accommodations

Substantial Amendments

A Substantial Amendment is required when the City proposes to:

- Change funding priorities or methods of fund distribution
- Increase or decrease a funding category by 25 percent or more
- Fund a new activity not previously described
- Change the purpose, scope, location, or beneficiaries of an approved activity

The City will provide reasonable notice and an opportunity to comment before implementing any Substantial Amendment.

Comments, Complaints, and Responses

Residents may submit comments or complaints regarding HUD plans or performance by:

- Mail or in person:
Porterville City Hall
Attn: Community Development Department
291 N. Main Street, Porterville, CA 93257

- Email: housing@ci.porterville.ca.us
- Phone: (559) 782-7499

The City will attempt to respond within **15 business days**.

If concerns remain unresolved, residents may contact HUD's San Francisco Area Office.

Availability of Information and Records

The following documents are available to the public:

- Consolidated Plan
- Annual Action Plans
- CAPERs
- Citizen Participation Plan
- Amendments and related records

Documents are available:

- Online at www.ci.porterville.ca.us
- In person at the Community Development Department

If documents are not immediately available, the City will provide access within **15 business days**.

Displacement and Relocation Policy

The City will minimize displacement whenever possible and comply with all federal and state relocation requirements.

If displacement occurs, eligible assistance may include:

- Rent subsidies
- Moving expenses
- Temporary or permanent relocation assistance

Temporary relocation costs related to rehabilitation projects are included in program funding when applicable.

Technical Assistance

The City will provide technical assistance, when feasible, to organizations and individuals representing low- and moderate-income residents seeking CDBG funding. Assistance may include:

- Application guidance
- Explanation of eligibility requirements
- Referrals to appropriate agencies

Technical assistance does not include financial assistance.

Advisory Committee Participation

The Citizens' Advisory and Housing Opportunity Committee:

- Reviews housing and community development needs
- Provides recommendations on funding priorities

- Supports fair housing initiatives
- Serves as a forum for public discussion

Committee meetings are open to the public.

Emergency and Pandemic Flexibilities

If authorized by federal or state law (e.g., CARES Act), the City may implement alternative participation procedures, including:

- Reduced comment periods (minimum 5 days)
- Virtual public hearings
- Online-only document access

Public notices will clearly describe these alternative procedures and how the public may participate.

Amendments to This Plan

The City will provide reasonable notice and opportunity for public comment before adopting amendments to this Citizen Participation Plan.

Contact Information

Community Development Director

Claudia Calderon

ccalderon@ci.porterville.ca.us

291 N. Main Street

Porterville, CA 93257



CITY COUNCIL AGENDA – FEBRUARY 17, 2026

SUBJECT: Approval of Tentative Subdivision Map for the Morton Residential Development

SOURCE: Community Development

COMMENT: The City of Porterville received an application for a proposed land division for the Morton Residential Tentative Map, and staff met with the applicant during the Project Review Committee (PRC) on March 26, 2025, where the assessment of the project (PRC 2025-017) commenced. During the PRC meeting, staff provided comments pertaining to the proposed project, which outlined the entitlement process and departments' development standards.

The project consists of a Tentative Subdivision Map (TSM) for the future residential development of APN 245-150-019, on an approximately 4.89-acre parcel on the southside of Morton Avenue, East of Westwood Street. The Porterville 2030 General Plan Land Use Element designates the Project site as Low Density Residential and is currently zoned RS-2 (Low Density Residential). Development would generally include a subdivision of sixteen (16) residential lots, construction of a cul-de-sac and necessary on-site infrastructure, and improvements within abutting major street right-of-ways.

ANALYSIS: The proposed Tentative Subdivision Map would provide new residential housing on lots ranging from 7,300± SF to 19,200± SF. The proposed TSM is consistent with the Porterville Development Ordinance (PDO), Series 400: Land Division regulations. Circulation for the proposed development is provided through the planned internal streets, which include parkway strips, streetlights, and sidewalks. The subdivision provides an external connection to Morton Avenue through Red Oak Court with improvements that include a parkway strip and pedestrian sidewalk. The applicant has submitted a request to delineate from the development standards as outlined in Section 400.05 Authority to Vary Regulations, as it pertains to lot size and design for lots exceeding 2.5 times the width in which the Zoning Administrator made the determination that the variation is minimal and no Conditional Use Permit is required.

The project's gross density is 3.27 units per acre, which falls below the maximum of 6.0 units per acre allowed in the Low Density Residential Land Use designation. The areas surrounding the project, east, north, and south, are all developed with single-family residential uses. The areas surrounding the project to the west are developed with rural residential use and a public

school. The project's development pattern is compatible with the area and falls well within the prescribed density mandated by the City's General Plan.

The California Subdivision Map Act (Government Code Section 66410, et seq.) establishes most of the procedures for subdivision of land. Other components are contained within the Porterville Development Ordinance, Series 400: Land Division. Generally, a Tentative and Final Map is required in order to subdivide land into five or more parcels. Pursuant to both the Map Act and PDO Series 400, Tentative Maps are valid for twenty-four (24) months following approval, with various mechanisms available to extend the life of the Tentative Map. The project would be responsible for the improvement of the new proposed residential street, Red Oak Court, along with payment of specified fair-share costs to other capital improvements, payment of development impact fees as applicable, and installation of a sidewalk on Red Oak Court to enhance pedestrian access.

Pursuant to Development Ordinance Section 400.04, the City Council must deny a tentative map if it makes any of the following findings:

1. That the proposed map is not consistent with applicable general and specific plans.
 - *The tentative map proposes 16 single-family residential lots on 4.89 acres for a density of 3.27 units per acre and therefore is consistent with the General Plan as proposed. There is no applicable specific plan.*
2. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
 - *The design and improvement of the project are in accordance with the Circulation Element of the General Plan as well as with the development standards contained within the Development Ordinance, which is itself the primary tool for implementation of the General Plan. There is no applicable specific plan.*
3. That the site is not physically suitable for the type of development.
 - *The site is generally flat and level, making it optimal for the development as proposed.*
4. That the site is not physically suitable for the proposed density of development.
 - *The project proposes 3.27 units per gross acre under the maximum requirement of 6 units per gross acre in the low-density residential zone district.*
5. That the design of the subdivisions or the proposed improvements is likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.
 - *A formal environmental evaluation of the project determined that the project meets all the criteria of the Categorical Exemption Class 32 Infill Projects, and that no exceptions to a categorical exemption are applicable, as per CEQA Guidelines Section 15332. The project will not result in any significant effects to the environment or to fish or wildlife or their habitat.*

6. That the design of the subdivision or type of improvements is likely to cause serious public health problems.
 - *A formal environmental evaluation of the project determined that the project meets all the criteria of the Categorical Exemption Class 32 Infill Projects, and a categorical exemption is applicable, as per CEQA Guidelines Section 15332. The project will not result in any serious public health problems.*
7. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.
 - *With the possible exception of easements dedicated for major street right-of-way, which will be further dedicated and improved for the benefit of the public at large, there are no easements for access through or use of the property.*

Based on a fair reading of the record, including the formal environmental evaluation of the project, there is no indication that any of the findings requiring denial of the tentative map can be made.

The proposed land division and subsequent development of the site into a residential subdivision will provide much-needed housing in conformance with the City's General Plan Land Use and Housing Element, as well as to help meet the City of Porterville's Regional Housing Needs Allocation quota. Staff and the applicants' agents have worked through the design details to ensure adherence to the City's General Plan and the Development Ordinance, as well as verify compliance with the California Subdivision Map Act and other applicable codes.

ENVIRONMENTAL REVIEW: During the review of the project, the Environmental Coordinator made the preliminary determination that the project would not have a significant effect on the environment and that adoption of a CEQA Categorical Exemption under a 15332 In-Fill Development Projects declaration would be appropriate.

RECOMMENDATION:

That the City Council:

1. Conduct a public hearing to receive public testimony on the proposed Tentative Subdivision Map for the Morton Residential Development;
2. Find that the proposed Tentative Subdivision Map is categorically exempt from environmental review pursuant to CEQA Guidelines Section 15332; and
3. Adopt a resolution approving the Tentative Subdivision Map for the Morton Residential Development, subject to the conditions of approval.

ATTACHMENTS:

1. Locator Map
2. General Plan Land Use
3. Zoning Map
4. Draft Resolution

Appropriated/Funded:

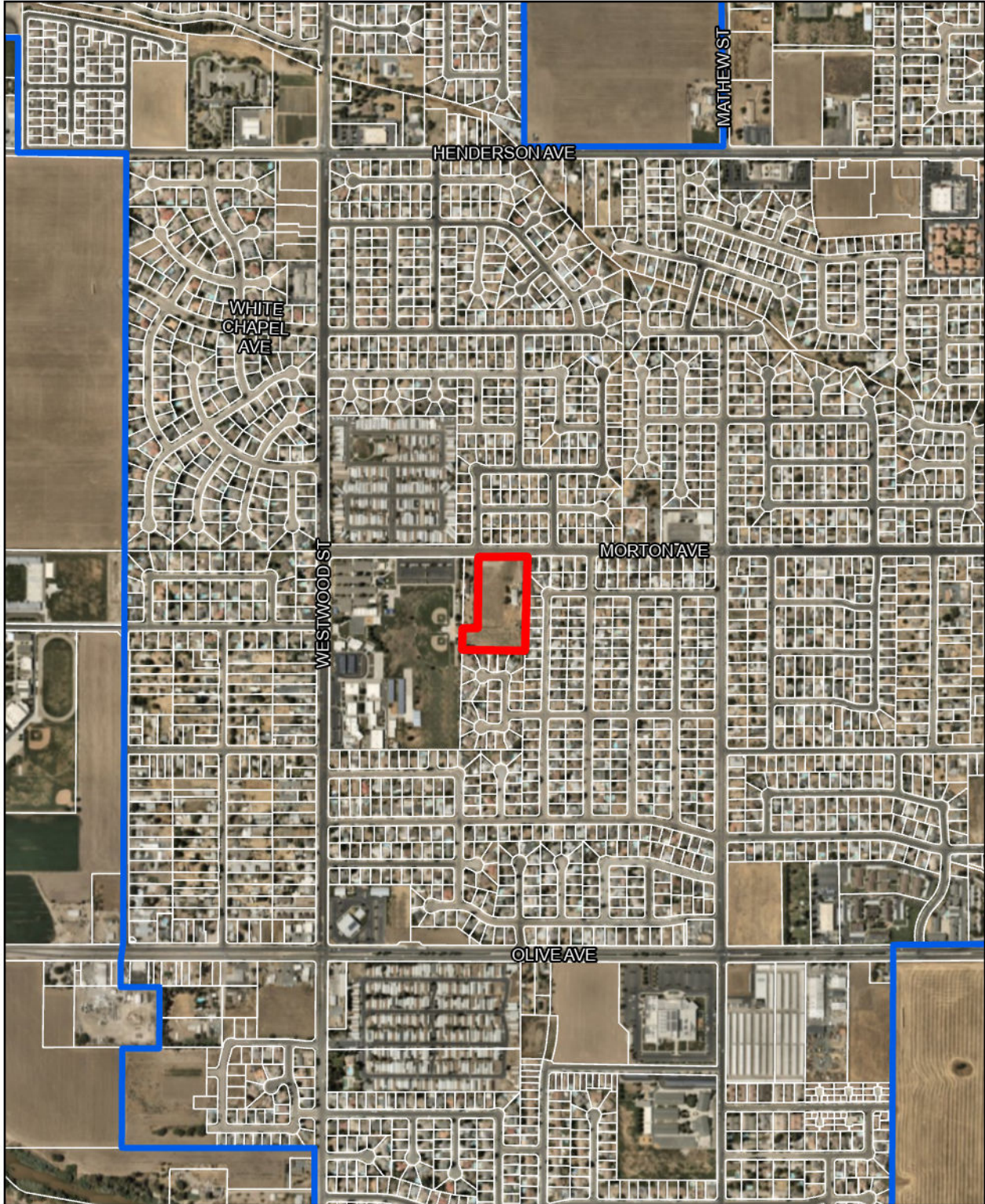
Review By:

Department Director:

Claudia Calderon, Community Development Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

Locator Map PRC 2025-017



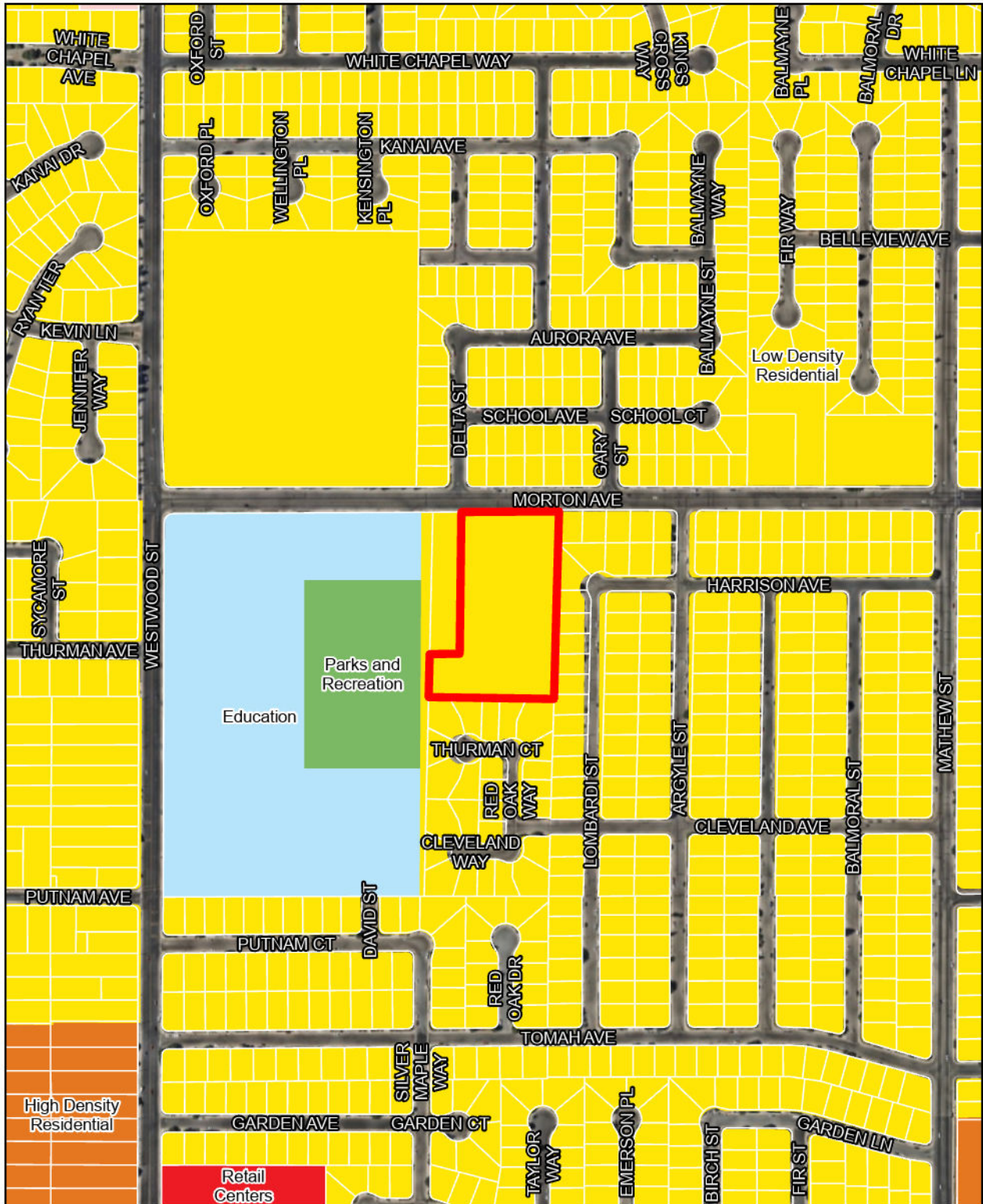
-  Project Location
-  City Limits

Morton TSM

1 in = 1,000 feet



GPLU PRC 2025-017



Morton TSM

 Project Location

1 in = 500 feet



RESOLUTION NO. ____-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF THE TENTATIVE SUBDIVISION MAP, MORTON RESIDENTIAL DEVELOPMENT (PRC 2025-017-S)

WHEREAS: Allen William, AW Engineering (Applicant), has submitted to the City of Porterville the Morton Residential Development Project (Project), consisting of a Tentative Subdivision Map and related entitlements to accommodate the subdivision of approximately 4.89-acre parcel into 16 residential lots located on the southside of Morton Avenue, East of Westwood Street (APN 245-150-019; Site); and

WHEREAS: the City of Porterville 2030 General Plan Land Use element designates the project site as low density residential and is currently zoned RS-2 (Low Density Residential); and

WHEREAS: the Project also includes construction of interior streets, landscaping, public utilities, and improvements of all streets in or adjacent to the subdivision and portions of abutting rights-of-way; and

WHEREAS: on February 5, 2026, a notice was published in *The Porterville Recorder* setting the date and time, and place of a public hearing for February 17, 2026 and similar notices were sent to owners of property within a 300-foot radius surrounding the Site, and posted at City Hall and the City's website announcing the same; and

WHEREAS: at a regular meeting on February 17, 2026, the Porterville City Council did conduct a public hearing to consider the Project; and

WHEREAS: the City Council has considered testimony from all interested parties relative to the proposed Project; and

WHEREAS: approval of the aforementioned entitlements would further the goals and objectives of the General Plan; and

WHEREAS: The City Council has made the following findings pursuant to Porterville Development Ordinance Section, 400.04, the evidence for said findings substantiated in the record:

1. The proposed map is consistent with the goals, policies, and land use designation of the Porterville 2030 General Plan.
2. The design and improvement of the subdivision is consistent with the goals and policies of the Porterville 2030 General Plan.
3. The Site is physically suitable for the type of development.
4. The Site is physically suitable for the proposed density of development.

5. The design of the subdivision and proposed improvements are not likely to cause substantial environmental damage or substantially injure fish or wildlife or their habitat.
6. The design of the subdivision or type of improvements are not likely to cause serious public health problems.
7. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

WHEREAS: the proposed action consists of issuance of a permit or entitlement for use and therefore constitutes a “project” pursuant to the California Environmental Quality Act, Public Resources Code Section 21000, et seq. (“CEQA”) and the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3, Section 15000, et seq.; and

WHEREAS: based on an assessment prepared pursuant to CEQA Guidelines Section 15332, the Environmental Coordinator has made a preliminary determination that the project meets the criteria for exemption from CEQA.

NOW, THEREFORE, BE IT RESOLVED: that the City Council of the City of Porterville does hereby adopt a Class 32 Categorical Exemption pursuant to CEQA Guidelines Section 15332 (In-Fill Development Projects) for the Tentative Subdivision Map, Morton Residential Development Project (PRC 2025-017-S).

BE IT FURTHER RESOLVED: that the City Council of the City of Porterville does hereby approve the Tentative Subdivision Map, Morton Residential Development Project (PRC 2025-017-S) subject to the following conditions:

1. The development shall comply with the Porterville Municipal Code, Chapter 21 Development Code and conditions from the Project Review Committee (PRC) meeting held on March 26, 2025 and as outlined in the Project Review Committee (PRC) letter for PRC 2025-017.

PASSED, APPROVED, AND ADOPTED this 17th day of February, 2026.

Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

By: _____
Fernando Gabriel- Moraga, Chief Deputy City Clerk



CITY COUNCIL AGENDA – FEBRUARY 17, 2026

SUBJECT: Consideration of Amended Conditions of Approval for Villas at Della Farms Development Project

SOURCE: Engineering and Project Management

COMMENT: On May 6, 2025, following a duly noticed public hearing, the City Council approved the Della Farms Residential Development Tentative Subdivision Map via Resolution No. 45-2025 and adopted a Mitigated Negative Declaration via Resolution No. 41-2025. The approved project consists of the subdivision of approximately 25.47 acres into 160 residential lots located at the southwest corner of East Morton Avenue and North Leggett Street.

Following additional review by the Engineering and Project Management Department and coordination with the project applicant, staff determined that modifications to the required right-of-way dedication and associated street improvements along East Morton Avenue, North Leggett Street, East Cleveland Avenue, and North Henry Street are necessary to better align with the City's adopted Land Use and Circulation Element and current infrastructure standards.

Accordingly, staff recommends amending Condition No. 19 of Resolution No. 45-2025 in its entirety to read as follows:

19. The developer/applicant shall dedicate right-of-way for a street width that matches the ultimate width in the adopted Land Use and Circulation Element and/or the width established by the City Council, and dedication of required property for accessible ramp(s), sidewalk, etc.:

a. Morton Avenue is designated as a Major Arterial per the Circulation Element and right of way dedication will be required. The overall right of way width shall maintain 64' minimum between curbs, a 5' landscape strip measured from curb face, followed by a 5' sidewalk where the back of the sidewalk is the right of way. A 10' landscape easement behind the property line is required along with a block wall.

b. Leggett Street is designated as a Collector per the Circulation Element and right of way dedication will be required. The overall right of way width shall

maintain 50' minimum between curbs, a 5' landscape strip measured from the face of curb, followed by a 5' sidewalk where the back of the sidewalk is the right of way. A 10' landscape easement behind the property line is required along with a block wall.

c. Cleveland Avenue, Henry Street and all interior streets shall maintain 36' minimum between curbs, a 5' landscape strip measured from the face of curb, followed by a 5' sidewalk where the back of the sidewalk is the right of way. The entire north side of Cleveland Avenue is required by the subdivision and 28' of the road width; the City requests that the south side of Cleveland be completed from where the existing curb and gutter ends west of Sierra Vista Street all the way west out to Henry Street. The entire east side of Henry Street is required by the subdivision down to Cleveland Avenue; the City requests that the east side of Henry be completed from the Cleveland/Henry intersection all the way south to Putnam Avenue. The sidewalk along Putnam Avenue is to be removed and replaced to eliminate an existing jog in the improvement. This extra work is reimbursable.

d. Total area of dedication to be determined by a licensed surveyor.

The proposed amendment does not expand the project footprint, increase the number of lots, or intensify development beyond what was previously approved. The amendment refines right-of-way dedication and improvement requirements to ensure consistency with adopted circulation standards and current engineering practices.

The previously adopted Mitigated Negative Declaration adequately addressed the environmental impacts of the project. The proposed amendment does not result in new significant environmental impacts or a substantial increase in the severity of previously identified impacts. Therefore, no additional environmental review is required pursuant to the California Environmental Quality Act (CEQA).

RECOMMENDATION:

That the City Council:

1. Conduct a public hearing to receive public testimony regarding the proposed amendment to the Conditions of Approval for the Villas at Della Farms Development Project;
2. Find that the proposed amendment is consistent with the previously adopted environmental document and that no further environmental review is required pursuant to the California Environmental Quality Act (CEQA); and
3. Adopt a resolution approving the amended Conditions of Approval for the Villas at Della Farms Development Project.

- ATTACHMENTS:
1. Locator Map
 2. Draft Resolution

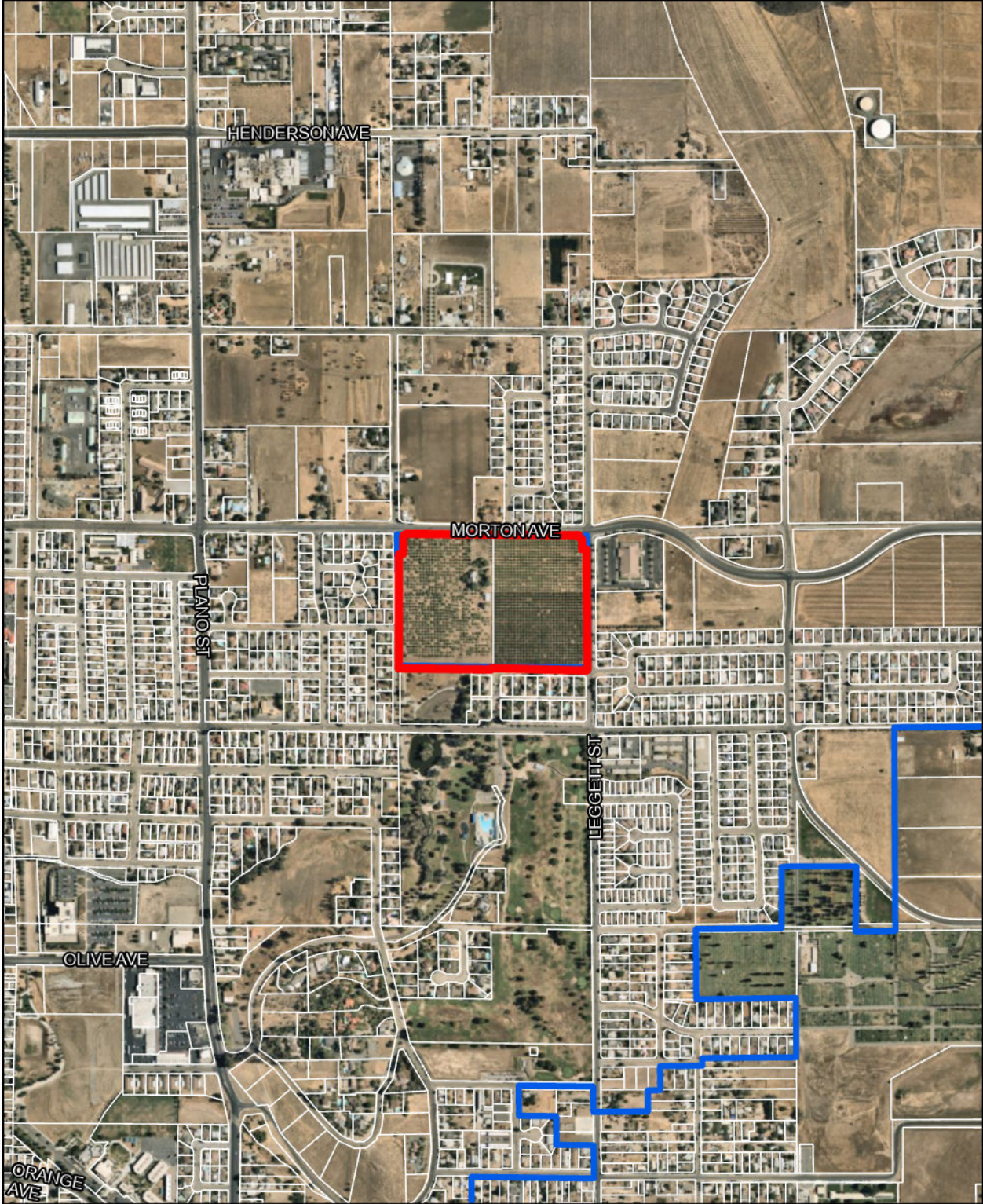
Appropriated/Funded:

Review By:

Department Director:
Daniel Cervantez, Engineering and Project Management Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

Locator Map PRC 2024-017



Della Farms Subdivision
253-080-027 & 028

-  Project Location
-  City Limits

1 in = 1,000 feet



RESOLUTION NO. ____-2026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF THE AMENDMENT OF
THE TENTATIVE SUBDIVISION MAP FOR THE DELLA FARMS RESIDENTIAL
DEVELOPMENT PROJECT**

WHEREAS: following a public hearing on May 6, 2025, the City Council did adopt Resolution No. 45-2025, approving the Della Farms Residential Development Project (Project), consisting of a Tentative Subdivision Map and related entitlements to accommodate the subdivision of approximately 25.47 acres into 160 lots located at the southwest corner of E Morton Avenue and N. Leggett Street (APN 2253-080-027 and 253-080-028; Site); and

WHEREAS: following additional review by the Engineering and Project Management Department, it has been determined that the right-of-way for and improvements to E Morton Avenue, N. Leggett Street, E. Cleveland Avenue, and N. Henry Street should be modified; and

WHEREAS: on February 6, 2026, a notice was published in *The Porterville Recorder* setting the date and time, and place of a public hearing for February 17, 2026, and similar notices were sent to owners of property within 300 feet of the site and posted at City Hall and the City's website announcing the same; and

WHEREAS: at a regular meeting on February 17, 2026, the City Council did conduct a public hearing to consider the proposed changes; and

WHEREAS: the City Council has considered public testimony received during the public hearing; and

WHEREAS: the proposed action consists of issuance of a permit or entitlement for use and therefore constitutes a "project" pursuant to the California Environmental Quality Act, Public Resources Code Section 21000, et seq. ("CEQA") and the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3, Section 15000, et seq.; and

WHEREAS: the City Council has determined that the initial study and mitigated negative declaration adopted via Resolution No. 41-2025 adequately describes and assesses the project as proposed for revision.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the conditions of approval for the Della Farms Residential Development Tentative Map (PRC 2024-017-S) as revised, which now read as follows:

1. The development shall comply with the Porterville Municipal Code, Chapter 21 Development Code and conditions from the Project Review Committee

(PRC) meeting held on June 5, 2024 and as outlined in the Project Review Committee (PRC) letter for PRC 2024-017.

2. Unless otherwise noted, the developer/applicant shall comply with the City Master Plans and Standard Drawings, Standard Specifications for Public Works Construction (2018 Edition), and Caltrans Standard Plans and Specifications (2018 Standards), except where they are in conflict with current access compliance regulations, the current California Building Code, the Tulare County Hazardous Waste Management Plan, the California Manual on Uniform Traffic Control Devices, the Porterville Circulation Element, and the Tulare County Congestion Management Program.
3. The developer/applicant shall pay all applicable fees according to the Municipal Code and State law. The developer/applicant is hereby notified that you have the right to pay fees, dedications, reservations or other exactions, under protest, pursuant to Government Code Section 66020(a). You have 90 days from the date fees are paid to file a written protest.
4. The developer/applicant shall make payment of the required plan check fees at the time of building permit plan submittal.
5. The developer/applicant shall pay School Development fees and all other City fees at the time table determined by current City Ordinance.
6. The developer/applicant shall submit a tentative subdivision map that complies with Section 402.02 of the adopted Development Ordinance. Approval of tentative subdivision maps are contingent upon satisfying the applicable provisions of the required form and content.
7. Prior to approval of the improvement plans, the developer/applicant shall have completed and approved, landscaping and/or lighting improvement plans. The developer/applicant shall petition, on a form provided by the City, to have said subdivision placed in a Lighting and Landscape Maintenance District. Submit with the petition the \$375 fee. The following shall be included and maintained in said district: (1) Lighting, (2) Recreational Open Space, (3) Public Landscaping, if any (4) Public walls/fences, if any, (5) Drainage reservoir, if any, and (6) any other public improvement in accordance with Series 400, Section 407.03 (i) of the Development Ordinance.
8. The developer/applicant shall prepare an Engineer's Report for the establishment of the assessments in order to provide for ongoing maintenance of the subdivision improvements to be included in the Lighting and Landscape Maintenance District. The Lighting and Landscape Maintenance District shall be established, or annexation into an existing District shall be concluded and landscape and lighting improvements shall be completed and accepted concurrently with the other improvements in the project. Landscape easements will need to be created in areas deemed necessary by the City Engineer.
9. Exclusive of assessments for a Lighting and Landscape Maintenance District, the developer/applicant shall pay all service fees and maintain all new lighting and landscape improvements in a safe and healthy manner for the greater of a minimum ninety-day plant establishment period following

- acceptance of the subdivision improvements, or until assessment begins for the Lighting and Landscape Maintenance District.
10. The developer/applicant shall replace or provide surety for replacement of irrigation pipes in the right of way, if in the opinion of the City Engineer, replacement is warranted. The developer/applicant shall provide easements for irrigation pipes across lots created, if pipes will continue to be in use.
 11. Prior to recording the final subdivision map, the developer/applicant shall provide surety for off-site improvements and provide easements, permits, calculations, etc. if, in the opinion of the City Engineer, they are needed for the proper functioning or phasing of the subdivision (e.g. water, sewer, drainage, etc.).
 12. The developer/applicant shall dedicate a one-foot (1') limitation of access strip at locations where, in the opinion of the City Engineer, it is undesirable to allow access.
 13. Building permits shall not proceed further than the installation of the foundation until all of the following items are accepted as complete:
 - a. The storm drain system is functional so that it will accept water from fire hydrant and/or water main flushing;
 - b. The water system, is functional from the source of water past the lots on which permits are being requested (i.e. all services and the sampling station, if required, are installed, valves are functional and accessible, bacteria testing is completed, etc.);
 - c. Street base rock for accessibility by public safety officials and building inspectors;
 - d. Lots are graded in accordance with the approved grading plan. Prior to receipt of the Final Grading, Drainage and Soils Report a letter from the "Supervising Civil Engineer" is required validating that the grading has been done in accordance with the approved grading plan and in accordance with the recommends contained in the Preliminary Soils Report;
 - e. The sewer system is completed, tested, and accepted by the City prior to residential occupancy of any house in the subdivision;
 - f. Lot corners are marked;
 - g. Fire hydrants are accepted by the Fire Department and the Engineering Division.
 14. The developer/applicant shall coordinate with the U.S. Postal Service regarding the kind of mail facilities that will be utilized. If neighborhood box units (NBUs) are to be used, construct sidewalks in a timely manner to facilitate NBU installation.
 15. In accordance with Series 400, Section 407.02(G) or (H) of the Development Ordinance, the developer/applicant shall enter into an agreement that provides for completion of improvements within twelve (12) months of the Final Map acceptance.
 16. Prior to recording the final subdivision map, the developer/applicant shall provide surety for off-site improvements and provide easements, permits, calculations, etc. if, in the opinion of the City Engineer, they are needed for the proper

functioning or phasing of the subdivision (e.g. water, sewer, drainage, etc.). All on-site improvements shall be constructed or covered by an appropriate surety. The developer/applicant shall stub improvements to the property line if, in the option of the City Engineer, they will be needed for connection to development on the adjacent property.

17. The developer/applicant shall cause all regulatory and street name signs to be installed prior to occupancy of any house located where its occupants will utilize a street that does not have them.
18. The developer/applicant shall provide street striping and flexible delineators as necessary to provide safe vehicular movements, where directed by the City Engineer.
19. The developer/applicant shall dedicate right-of-way for a street width that matches the ultimate width in the adopted Land Use and Circulation Element and/or the width established by the City Council, and dedication of required property for accessible ramp(s), sidewalk, etc.:
 - a. Morton Avenue is designated as a Major Arterial per the Circulation Element and right of way dedication will be required. The overall right of way width shall maintain 64' minimum between curbs, a 5' landscape strip measured from curb face, followed by a 5' sidewalk where the back of the sidewalk is the right of way. A 10' landscape easement behind the property line is required along with a block wall.
 - b. Leggett Street is designated as a Collector per the Circulation Element and right of way dedication will be required. The overall right of way width shall maintain 50' minimum between curbs, a 5' landscape strip measured from the face of curb, followed by a 5' sidewalk where the back of the sidewalk is the right of way. A 10' landscape easement behind the property line is required along with a block wall.
 - c. Cleveland Avenue, Henry Street and all interior streets shall maintain 36' minimum between curbs, a 5' landscape strip measured from the face of curb, followed by a 5' sidewalk where the back of the sidewalk is the right of way. The entire north side of Cleveland Avenue is required by the subdivision and 28' of the road width, the City requests that the south side of Cleveland be completed from where the existing curb and gutter ends west of Sierra Vista Street all the way west out to Henry Street. The entire east side of Henry Street is required by the subdivision down to Cleveland Avenue, the City requests that the east side of Henry be completed from the Cleveland/Henry intersection all the way south to Putnam Avenue. The sidewalk along Putnam Avenue is to be removed and replaced to eliminate an existing jog in the improvement. This extra work is reimbursable.
 - d. Total area of dedication to be determined by a licensed surveyor.
20. Prior to recording the final subdivision map, the developer/applicant shall provide improvements by the method indicated below:
 - a. Pursuant to Section 66411.1(b) of the Government Code, the developer applicant shall construct curbs, gutters, sidewalks, curb returns per City Standards, sewer laterals, water services, fire hydrant

relocation, street lights, connecting pavement along the full frontage of the proposed land division parcels. Additional improvements include a functional drainage system, connection of existing house to City's sewer system, abandonment of existing septic system(s), well abandonment (if any, and not in compliance with the City's Backflow Ordinance), curing of leaks in irrigation lines (if any), and other improvements necessary for public health and safety, except where they exist to Federal, State and City standards and are in good condition in the opinion of the City Engineer.

21. Prior to approval of the final map the developer/applicant shall provide public improvement plans prepared by a Civil Engineer that include specific on-site grading details and specifications for City approval.
22. The developer/applicant shall comply with Appendix J, "Grading" of the current California Building Code, including provision of a grading and drainage plan signed by a licensed civil engineer or architect. The developer/applicant shall comply with City Retaining Wall Standards (adopted by City Council January 3, 1989) at lot lines where such standards are applicable.
23. The developer/applicant shall provide a Soils Report in conformance with Chapter 18 of the current California Building Code. The Soils Report shall include R-Value testing, expansion indexes, etc. where required for the construction of public improvements. The developer/applicant is advised that this area has previously been identified as an area of variable soil expansion potential.
24. The developer/applicant shall construct drainage facilities as required to serve the property (Ord. No. 1306). A minimum of runoff must be contained onsite per the State's MS4 requirements. Drainage calculations must be submitted to verify that onsite drainage area/s will capture necessary runoff. An existing storm water basin is located south of the proposed development that may be able to serve the proposed development. Developer/applicant shall verify that the existing basin has sufficient capacity to handle the additional runoff from the proposed development. The site shall be designed to convey water to the City drainage system without crossing driveways. The developer/applicant is required to install a sidewalk channel drain at the low side of the driveway, where applicable.
25. The developer/applicant shall construct and/or repair street, curb, gutter, sidewalk, etc. along the full parcel frontage, except where they exist and are determined to be in good condition and in compliance with current accessibility standards in the opinion of the City Engineer (Ord. No. 1306).
26. The developer/applicant shall comply with driveway vehicular sight distance requirements per Section 300.16 of the Development Ordinance and driveway separation from property line per City standards.
27. The developer/applicant is hereby notified that extension of existing water and sewer lines and/or the installation of new lines will be required per Section 407.02(f), development code.

28. The developer/applicant shall design on-site water systems meeting the requirements of the current California Plumbing and Fire Codes. It shall be noted that the City water system complies with Title 22 of the California Administrative Code and any assurance to effectively provide water pressure for multi-story buildings is the sole responsibility of the owner/builder.
29. The developer/applicant shall have a Civil Engineer design a water system that will provide a fire flow at each fire hydrant of 1,000 g.p.m. with 20 p.s.i. residual pressure for a dwelling less than 3,600 square feet and 1,500 g.p.m. with 20 p.s.i. residual pressure for a dwelling unit greater than 3,600 square feet.
30. The developer/applicant shall underground existing utility structures (i.e. poles, splice boxes, vaults, etc.).
31. The developer/applicant shall provide 3000K LED streetlights on Marbelite poles (Marbelites spaced at a staggered 160' intervals) following Southern California Edison Company specifications, as approved by the City Engineer.
32. The developer/applicant shall, under City inspection, remove all existing abandoned and unnecessary items, to the satisfaction of the City Engineer, before the issuance of a certificate of occupancy (for example, foundations, septic tanks, irrigation pipes, etc.).
33. The developer/applicant shall abandon existing wells, if any, after first getting an abandonment permit from the Tulare County Environmental Health Services Division. The developer/applicant is required to provide the City Engineer with proof of compliance with County regulations before performing any grading or issuance of the building permit, whichever comes first.
34. The developer/applicant shall assure compliance with Section 7-8, Work Site Maintenance of the Standard Specifications. Applicable requirements from both San Joaquin Valley Air Pollution Control District Regulation VIII, Fugitive PM10 Prohibitions and the California Green Code Standards must also be met. During grading operations, the "Supervising Civil Engineer" shall be responsible for enforcing the dust control provisions of Section 7-8 or the developer/applicant shall pay inspection fees on the grading cost to compensate the City for dust control inspection.
35. The developer/applicant shall not allow onsite runoff or debris outside of the limits of the property during construction. Applicable best management practices (BMPs) shall be implemented to protect the City's drainage system and inhibit vehicle track-out onto City streets. The improvement plans shall show the location of BMPs and areas designated for erosion and waste control. The developer/applicant shall remove and properly dispose of waste and spills deposited in the project area.
36. The developer/applicant is advised that they are obligated to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for discharge of Storm Water Associated with construction activity (except operations that result in disturbance of less than one acre of total land area and which are not a part of a larger common plan of development or sale). Before construction begins the proponent must:

- a. Submit a Notice of Intent (NOI) to comply with the permit, a site map, and appropriate fee to the State Water Resources Control Board (SWRCB).
 - b. Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the entire project before construction begins. The SWPPP must contain, at a minimum:
 - i. All items listed in Section A of the permit.
 - ii. Descriptions of measures to be taken to prevent or eliminate unauthorized non-storm water discharges and all temporary (e.g., fiber rolls, silt fences, etc.) and permanent (e.g., vegetated swales, detention basins, etc.) best management practices that will be implemented to prevent pollutants from discharging with storm water into water of the United States.
37. If portions of the project area are to be sold off before the entire project is completed, the proponent must:
- a. Submit to the California Regional Water Quality Control Board a change of information form identifying the new owners along with a revised site map clearly depicting those portions that were sold and those that are remaining.
 - b. Informing each new owner of their responsibility to submit their own NOI, site map, and appropriate fee to the SWRCB and prepare their own SWPPP.

PASSED, APPROVED, AND ADOPTED this 17th day of February, 2026.

Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

By: _____
Fernando Gabriel-Moraga,
Chief Deputy City Clerk



CITY COUNCIL AGENDA – FEBRUARY 17, 2026

SUBJECT: Consideration of Donation to the Porterville Rescue Mission

SOURCE: City Manager's Office

COMMENT: At the City Council meeting on February 4, 2026, the Vice Mayor requested that an item be brought forward for City Council consideration regarding a potential donation to the Porterville Rescue Mission. The request was made during the meeting, and no specific dollar amount was identified at that time.

The Porterville Rescue Mission provides services to individuals and families experiencing homelessness and housing insecurity within the community. The City Council has historically considered discretionary contributions to community-based organizations when such contributions align with community priorities and available funding.

Because no donation amount was specified, staff is returning the item to the City Council for discussion and direction regarding whether a donation should be made and, if so, the dollar amount to be contributed.

Funding for any approved donation would be provided from the Special Purposes Reserve Fund.

RECOMMENDATION: That the City Council adopt a resolution authorizing a donation to the Porterville Rescue Mission from the Special Purposes Reserve Fund in an amount to be determined by the City Council.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

RESOLUTION NO. ____-2026

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS
FROM THE SPECIAL PURPOSES RESERVE FUND FOR CONTRIBUTION TO THE PORTERVILLE
RESCUE MISSION**

WHEREAS, there is interest in allocating funds to be used in connection with the Porterville Rescue Mission for the benefit of individuals and families experiencing homelessness and housing insecurity in Porterville; and

WHEREAS, the City of Porterville Municipal Code Section 2-31.6 established the Special Purposes Reserve Fund for the purpose of providing funds to support one-time city special events, projects, and/or purposes that benefit the community; and

WHEREAS, the City believes that use of the City's Special Purposes Reserve Funds is appropriate to support emergency food and shelter services provided by the Porterville Rescue Mission;

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

1. The City Council finds that supporting Porterville Rescue Mission for the benefit of individuals and families experiencing homelessness and housing insecurity is within the intent and purpose of the Special Purposes Reserve Fund; and
2. The City Council does hereby approve and authorize the appropriation of \$ _____ from the City's Special Purposes Reserve Fund for funding a contribution to the Porterville Rescue Mission.

PASSED, APPROVED, AND ADOPTED this 17th day of February, 2026.

Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

By: _____
Fernando Gabriel-Moraga
Chief Deputy City Clerk



CITY COUNCIL AGENDA – FEBRUARY 17, 2026

SUBJECT: Appointment of City Council Member as Member Representative to the Tule East Groundwater Sustainability Agency Board

SOURCE: City Manager's Office

COMMENT: At the City Council meeting on February 3, 2026, the City Council approved the Amended and Restated Joint Powers Authority Agreement establishing the Tule East Groundwater Sustainability Agency (TEGSA) and appointed the Public Works Director to serve as the City's Alternate Member Representative on the TEGSA Board. During that action, the City Council inadvertently did not appoint a City Council Member to serve as the City's Member Representative.

The approved Joint Powers Authority Agreement provides for each member agency to appoint one primary Member Representative and one Alternate to serve on the governing board of TEGSA. Appointment of a City Council Member as the City's Member Representative is necessary to ensure full representation and voting participation on matters before the TEGSA Board, including governance, policy direction, and future groundwater sustainability planning efforts.

This staff report is limited solely to completing the City Council's intended action by appointing one member of the City Council to serve as the City of Porterville's Member Representative on the Tule East Groundwater Sustainability Agency Board. No additional action related to the Joint Powers Authority Agreement or Bylaws is required.

RECOMMENDATION: That the City Council appoint one member of the City Council to serve as the City of Porterville's Member Representative on the Tule East Groundwater Sustainability Agency Board.

ATTACHMENTS: 1. Staff Report - February 3, 2026

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



CITY COUNCIL AGENDA – FEBRUARY 3, 2026

SUBJECT: Approval of Amended and Restated Joint Powers Authority Agreement Establishing the Tule East Groundwater Sustainability Agency (TEGSA)

SOURCE: Public Works

COMMENT: The Sustainable Groundwater Management Act (SGMA) requires that medium- and high-priority groundwater basins be managed by one or more Groundwater Sustainability Agencies (GSAs). The City of Porterville lies within the Tule Subbasin, which has been designated as critically overdrafted and placed on probationary status by the State Water Resources Control Board due to deficiencies in the prior Groundwater Sustainability Plan (GSP). Local agencies within the subbasin must therefore establish a compliant governance structure capable of preparing, implementing, and enforcing a revised GSP.

The City of Porterville is currently a member of the Eastern Tule Groundwater Sustainability Agency (ETGSA). However, ETGSA is in the process of being dissolved following withdrawals by multiple member agencies, resulting in the need for the City to identify an alternative, compliant SGMA governance structure. In addition, in 2025, the City joined the Porterville Irrigation District (PID) Groundwater Sustainability Agency as a potential compliance pathway, but subsequently withdrew after determining that continued participation was not in the best interest of the City.

In response to the impending dissolution of ETGSA, the Ducor Water District, Hope Water District, and Tulare County initiated the formation of the Tule East Groundwater Sustainability Agency (TEGSA) to maintain local control within the Tule Subbasin and advance preparation of a compliant GSP. To facilitate this effort, an Amended and Restated Joint Powers Authority Agreement (JPA Agreement) has been prepared, along with draft Bylaws to govern the future operations of the agency.

As part of evaluating SGMA compliance pathways, staff also analyzed the feasibility of establishing a stand-alone GSA solely for the City of Porterville. While legally permissible, such an approach would require the City to independently develop and administer a GSP, retain specialized hydrogeologic and legal consultants, employ dedicated staff to oversee SGMA compliance, and negotiate basin coordination agreements with adjacent GSAs. Based on this analysis, formation of an independent GSA would be substantially more complex, costly, and administratively burdensome than participation in a multi-agency GSA, assuming acceptable governance and fiscal protections are in place.

The City Attorney has reviewed the proposed Amended and Restated Joint Powers Authority Agreement and draft Bylaws and coordinated directly with County Counsel regarding the City's requested revisions. The updated documents incorporate clarifications related to Management Area definitions, voting thresholds for assessments

and related financial decisions, and procedural safeguards intended to provide greater transparency and proportionality for municipal members. These revisions establish a clear governance framework while preserving the flexibility required under SGMA.

It is important to note that while the JPA Agreement is approved by the participating agencies, the Bylaws are adopted by the GSA itself following formation. Accordingly, the City Council's action at this time is to approve the JPA Agreement and acknowledge the draft Bylaws as the proposed governing document that will operate within the framework established by the JPA.

Consistent with SGMA, specific groundwater fees, pumping allocations, recharge credits, and mitigation measures are not established through the JPA Agreement or Bylaws. These matters will be developed through the Groundwater Sustainability Plan process and associated implementation actions, each of which will require additional technical analysis, inter-agency coordination, and public process. Approval of the JPA Agreement does not, by itself, impose groundwater assessments, pumping limitations, or financial obligations on the City.

TEGSA is seeking to form in the near term in order to initiate GSP development activities and coordinate basin-wide compliance efforts. Staff finds that approving the JPA Agreement at this time allows the City to maintain SGMA compliance, preserve local representation within the Tule Subbasin, and participate meaningfully in the development of long-term groundwater sustainability solutions, while retaining City Council oversight of future policy and fiscal decisions.

RECOMMENDATION:

That the City Council:

1. Approve the Amended and Restated Joint Powers Authority Agreement establishing the Tule East Groundwater Sustainability Agency (TEGSA); and
2. Acknowledged the draft TEGSA Bylaws as the proposed governing document to be adopted by the GSA following its formation; and
3. Appoint one member of the City Council to serve as the City's Member Representative on the Tule East Groundwater Sustainability Agency Board; and
3. Appoint the Public Works Director to serve as the City's Alternate Member Representative on the Tule East Groundwater Sustainability Agency Board.

ATTACHMENTS:

1. Tule East GSAs Map 123035
2. Draft Amended and Restated Joint Powers Authority Agreement
3. Draft TEGSA Bylaws (with City Attorney redlines)

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Public Works Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



CITY COUNCIL AGENDA – FEBRUARY 17, 2026

SUBJECT: Consider an Ordinance Amending Chapter 15.20 of the Porterville Municipal Code Relating to Entertainment Zones

SOURCE: City Manager's Office

COMMENT: California law authorizes cities to establish Entertainment Zones within designated public areas where eligible alcoholic beverages may be consumed by adults 21 years of age or older during specified days and hours, subject to local authorization and compliance with requirements administered by the California Department of Alcoholic Beverage Control (ABC). Entertainment Zones are intended to support community civic events, encourage economic activity, and enhance pedestrian vitality in downtown and mixed-use areas, while maintaining local control and public safety oversight.

The statutory authority for Entertainment Zones was first introduced in California in 2013 to allow limited, event-based outdoor consumption of alcoholic beverages in defined public areas. This framework was designed to support festivals, civic events, and downtown business districts by enabling coordinated public activation while preserving local discretion regarding boundaries, hours, permitted beverages, and enforcement. Over time, the Legislature refined this authority to provide greater clarity and flexibility for local jurisdictions. Most recently, Senate Bill 969, effective January 1, 2025, expanded and clarified the statewide framework by expressly authorizing cities to establish Entertainment Zones by ordinance and to define geographic boundaries, days and hours of operation, permitted beverage types, and operational safeguards necessary to ensure responsible use.

Under the current legal framework, participation in an Entertainment Zone is voluntary and limited to eligible ABC-licensed establishments. Participating businesses must comply with all applicable license conditions, State law, and locally adopted rules, and must notify ABC of their intent to participate. ABC guidance recommends operational safeguards such as prohibiting glass containers, clearly identifying zone boundaries, implementing participant age-verification protocols, coordinating enforcement with local law enforcement agencies, and maintaining strong local oversight. These statutory updates reflect a statewide shift toward enabling cities to activate public spaces in support of community events and economic development while maintaining

accountability and public safety.

Within this context, the City's downtown area, while historic in character, has long served as the focal point for community civic events, festivals, and cultural programming. These events are typically held on Saturdays and are intended to activate the downtown core, support local businesses, and provide a safe and vibrant gathering space for residents and visitors. Establishing a Downtown Entertainment Zone would provide a structured, legally compliant framework to support these events by allowing participating, properly licensed businesses to sell beer and wine only for consumption within a defined public area during approved civic events.

Staff proposes that the Downtown Entertainment Zone be limited geographically to Main Street between Olive Avenue and Morton Avenue, consistent with the City's existing downtown zoning, circulation patterns, and event footprint. The Entertainment Zone would be activated only in conjunction with approved Community Civic Events regulated under Chapter 15.20 of the Porterville Municipal Code. Alcohol consumption would not be permitted outside of approved events or beyond the authorized days and hours established for each event.

To ensure responsible operation and public safety, staff has prepared Downtown Entertainment Zone Operating Standards, attached to this report. The Operating Standards establish the detailed rules, controls, and implementation framework governing Entertainment Zone events, including zone boundaries, days and hours of operation, permitted beverage types, container requirements, participant identification and wristband procedures, participating business requirements, law-enforcement oversight, insurance and indemnification requirements, refundable security and cleanup deposits, cleanup and signage responsibilities, enforcement mechanisms, and biennial review requirements. Participation by eligible businesses would be voluntary and subject to compliance with both State law and the adopted Operating Standards.

In addition, a draft ordinance amending Chapter 15.20 of the Porterville Municipal Code is attached for City Council consideration. The draft ordinance adds a new subsection within Chapter 15.20 to formally establish Entertainment Zones as a regulated activity, consistent with existing Community Civic Event permitting and enforcement frameworks. The ordinance incorporates required statutory elements, codifies core operational requirements, includes insurance and indemnification provisions, and provides for enforcement, penalties, and biennial review, while relying on the Operating Standards as the management plan for day-to-day implementation.

If authorized by the City Council, staff will return on March 3, 2026, with the ordinance for formal consideration and adoption at a noticed public hearing.

RECOMMENDATION:

That the City Council:

1. Authorize the initiation of an amendment to Chapter 15.20 of the Porterville Municipal Code to establish a Downtown Entertainment Zone, to be activated only in conjunction with approved Community Civic Events; and
2. Approve the Downtown Entertainment Zone Operating Standards to serve as the management plan governing Entertainment Zone events; and
3. Schedule and conduct a public hearing on March 3, 2026, to consider adoption of an ordinance amending Chapter 15.20 of the Porterville Municipal Code.

ATTACHMENTS:

1. Draft Ordinance
2. Draft Entertainment Zone Operating Standards

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING CHAPTER 15.20 OF THE PORTERVILLE MUNICIPAL CODE
TO ESTABLISH ENTERTAINMENT ZONES**

WHEREAS, the California Legislature has authorized local jurisdictions to establish Entertainment Zones that permit the consumption of alcoholic beverages within designated public areas during specified days and hours, subject to local ordinance and oversight by the California Department of Alcoholic Beverage Control; and

WHEREAS, Senate Bill 969, effective January 1, 2025, clarified and expanded the authority of cities to establish Entertainment Zones by ordinance and to define zone boundaries, days and hours of operation, permitted beverage types, and operational requirements; and

WHEREAS, the Downtown area of the City of Porterville serves as a focal point for community civic events, festivals, and cultural programming that support local businesses and promote economic vitality; and

WHEREAS, the City Council desires to establish a structured and legally compliant framework to allow limited outdoor consumption of beer and wine during approved community civic events while maintaining public safety and local control; and

WHEREAS, Chapter 15.20 of the Porterville Municipal Code regulates community civic events, parades, and other activities that require heightened public safety oversight; and

WHEREAS, the City Council desires to establish a Downtown Entertainment Zone as a regulated activity within Chapter 15.20, consistent with existing permitting, enforcement, and public safety frameworks; and

WHEREAS, the City Council has reviewed and approved the Downtown Entertainment Zone Operating Standards, which define the operational rules, enforcement mechanisms, and safety requirements for the Entertainment Zone; and

WHEREAS, the City Council finds that establishing a Downtown Entertainment Zone is consistent with State law and the City's economic development and downtown revitalization goals.

NOW, THEREFORE, BE IT ORDAINED: THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 15.20 Amended

Chapter 15.20 of the Porterville Municipal Code is hereby amended to add a new subsection to read as follows:

15.20 H. Entertainment Zones:

1. Definitions: The following definitions apply in this subsection:

“ABC” means the California Department of Alcoholic Beverage Control.

“Alcoholic beverage” has the same meaning as set forth in California Business and Professions Code section 23004.

“City Manager” means the City Manager or designee.

“Entertainment zone” has the same meaning as set forth in California Business and Professions Code section 23039.5.

“Entertainment zone event” means a City-approved community civic event during which limited consumption of alcoholic beverages is permitted within an entertainment zone.

“Management plan” means the Downtown Entertainment Zone Operating Standards adopted by the City Council.

“Open container” means any bottle, can, cup, or other receptacle that is open or has been opened and contains any alcoholic beverage.

2. Entertainment Zone Controls:

- a. No entertainment zone event may occur without issuance of a valid community civic event permit and any other approvals required by the City.
- b. Alcohol service and consumption within an Entertainment Zone shall comply with the Operating Standards, including the alcohol management and service requirements contained therein, as approved by the City Council.
- c. Authorization of an entertainment zone event does not exempt any person from compliance with:
 1. Applicable provisions of Chapter 15.20;
 2. California Business and Professions Code;
 3. ABC licensing and permitting requirements; and
 4. All conditions imposed by the City.
- d. A person may possess and consume an open container of an alcoholic beverage in a public place within an entertainment zone only during an

approved entertainment zone event and only if the alcoholic beverage was purchased from:

1. A premises authorized by ABC to permit off-premises consumption within an entertainment zone pursuant to California Business and Professions Code sections 23357, 23358, or 23396; or
 2. A person authorized to sell alcoholic beverages pursuant to an ABC special event permit or license.
- e. Nothing in this subsection replaces or supersedes the requirements for a community civic event permit.
- f. The City Manager may require the use of nontransferable wristbands to verify age eligibility and compliance with alcohol service requirements.

3. Implementation:

- a. The City Manager is authorized to administer and implement this subsection and to establish administrative procedures necessary for its execution.
- b. Prior to authorizing an entertainment zone event, the City Manager shall ensure adoption and compliance with a management plan addressing, at a minimum:
 1. Age verification and wristband requirements;
 2. Container requirements;
 3. Hours of operation;
 4. Insurance and indemnification;
 5. Security, crowd control, and cleanup; and
 6. Enforcement procedures.
- c. The City Manager may impose event-specific conditions or revoke authorization to protect public health, safety, or welfare.

4. Downtown Entertainment Zone Established:

Pursuant to California Business and Professions Code sections 23039.5 and 25690, the City Council hereby establishes the following entertainment zone:

Downtown Entertainment Zone: Main Street between Olive Avenue and Morton Avenue, including adjacent sidewalks and public rights-of-way.

5. Hours of Operation:

An entertainment zone event may occur only between the hours of 10:00 a.m. and 11:59 p.m., subject to any additional limitations imposed by:

- a. An ABC permit or license;
- b. The management plan; or
- c. The community civic event permit.

Nothing herein requires an entertainment zone event to operate until 11:59 p.m.; event hours may be further limited by the management plan or community civic event permit.

6. Permitted Alcoholic Beverages and Containers:

- a. Alcoholic beverages permitted within the entertainment zone are limited to beer and wine only.
- b. Distilled spirits and mixed alcoholic beverages are prohibited.
- c. Alcoholic beverages shall be served and consumed only in City-approved paper or plastic cups, not exceeding sixteen (16) ounces.
- d. Glass, metal, aluminum, or hard plastic containers are prohibited.

Nothing in this subsection authorizes the service or consumption of distilled spirits, mixed drinks, or shots within an Entertainment Zone.

7. Insurance and Indemnity Requirements:

a. A. Insurance Requirements

Prior to issuance of a community civic event permit authorizing an entertainment zone event, the permit applicant or sponsoring organization, if different than the applicant, shall submit evidence of commercial general liability insurance, at no cost to the City, that complies with all of the following:

1. Coverage shall be at least as broad as ISO Commercial General Liability Form CG 00 01, provided on an occurrence basis, and shall include bodily injury, including death, property damage, and personal injury;
2. The policy limit per occurrence shall be in an amount determined by the City's Risk Manager;
3. The policy shall cover all losses and damages arising out of or related to the entertainment zone event;
4. The policy shall be endorsed to name the City, its officers, employees, and agents as additional insureds;

5. The policy shall be endorsed to provide that it is primary insurance and that any insurance maintained by the City shall not be called upon to contribute to a covered loss; and
6. The policy shall include a liquor liability endorsement when alcoholic beverages are served or consumed.

b. Required Coverage

No person shall conduct or allow an entertainment zone event unless the insurance required by this subsection is in full force and effect for the duration of the event.

c. Indemnification

To the fullest extent permitted by law, the special event permittee and participating businesses shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all claims, actions, losses, damages, liabilities, costs, and expenses of every type and description, including attorneys' fees, arising directly or indirectly, in whole or in part, from the acts or omissions of the permittee, participating businesses, or their officers, employees, contractors, or agents, except to the extent caused by the City's sole negligence or willful misconduct.

8. Fees and Deposits:

- a. A ten-dollar (\$10) wristband fee may be required for participation in an entertainment zone event, with proceeds deposited into the Downtown Revitalization Fund.
- b. Event organizers shall provide a refundable security and cleanup deposit in the amount of five hundred dollars (\$500), subject to use and refund as provided in the management plan.

9. Enforcement and Penalties:

- a. Violations of this subsection or the management plan are subject to criminal, civil, and administrative enforcement.
- b. Violations are declared a public nuisance.

- c. Civil penalties may be imposed in amounts not less than \$250 and not more than \$25,000 for each day the violation continues.
- d. Remedies are cumulative.

10. Biennial Review:

Every two years, the City Manager shall review the operation of entertainment zones in consultation with the Police Department and present findings to the City Council. Reports shall be made available to ABC upon request. The City Manager may also conduct an initial review following the first year of implementation and present findings to the City Council.

11. Severability:

If any provision of this ordinance is held invalid, such invalidity shall not affect other provisions.

SECTION 2. Effective Date

This ordinance shall take effect thirty (30) days after its adoption.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2026

Greg Meister, Mayor

ATTEST:

Richard Tree, City Clerk

By: _____

Fernando Gabriel-Moraga
Chief Deputy City Clerk



Entertainment Zone Operating Standards

1. Purpose

These Operating Standards establish the rules, conditions, controls, and implementation framework governing the Downtown Entertainment Zone to ensure public safety, responsible alcohol consumption, regulatory compliance, and the protection of public health, safety, and welfare during City-approved community civic events.

2. Definitions

For purposes of these Operating Standards, the following definitions apply:

“Entertainment Zone” means the designated public area in which alcoholic beverages may be consumed in accordance with City ordinance and these Operating Standards.

“Entertainment Zone Event” means a City-approved community civic event during which the Entertainment Zone is activated.

“Participating Business” means a business that has met the requirements of these Operating Standards and has opted in to participate for a specific event.

“Event Organizer” means the individual or entity responsible for coordinating an approved civic event that activates the Entertainment Zone.

“City” means the City of Porterville, including the City Manager or designee.

3. Entertainment Zone Controls

1. No person shall conduct an Entertainment Zone event without obtaining a community civic event permit issued by the City Council of the City of Porterville.

2. The issuance of a community civic event permit for an Entertainment Zone event does not excuse a person selling alcoholic beverages from complying with applicable state and local laws and regulations, including the following:
 1. ABC License and permitting requirements;
 2. California Business and Professions Code sections 23357, 23358, and 23396;
 3. All other laws governing the sale and consumption of alcoholic beverages;
 4. Special event permit conditions
3. A person may possess an open container and consume an alcoholic beverage on any public street, sidewalk, or public right-of-way within an Entertainment Zone during an Entertainment Zone event if the open container or alcoholic beverage was purchased from either:
 1. A premises that is authorized to permit consumers to leave the premises with open containers for consumption off the premises within an Entertainment Zone, pursuant to California Business and Professions Code section 23357, 23358, or 23396; or
 2. A person that is authorized by an ABC special event permit or license to sell alcoholic beverages within the Entertainment Zone.
4. Nothing in these Operating Standards shall be construed to expand or modify the scope of any license issued by the California Department of Alcoholic Beverage Control.

5. Entertainment Zone Implementation

Implementation of the Downtown Entertainment Zone shall be administered by the City Manager or designee, in coordination with the Police Department and other applicable departments.

Implementation responsibilities include, but are not limited to:

- Reviewing and approving Entertainment Zone Event activations;
- Coordinating with event organizers and participating businesses;
- Ensuring compliance with these Operating Standards, the Downtown Entertainment Zone ordinance, and applicable laws;

- Establishing administrative procedures, forms, management plans, or checklists as necessary; and
- Coordinating enforcement and conducting post-event evaluations.

6. Zone Boundaries

The Downtown Entertainment Zone is limited to the public right-of-way and publicly accessible areas located on Main Street between Olive Avenue and Morton Avenue.

Alcoholic beverage consumption pursuant to these Operating Standards is prohibited outside of the defined zone boundaries.

7. Days and Hours of Operation

An Entertainment Zone Event may occur only during City-approved community civic events and only between the hours of 10:00 a.m. and 11:59 p.m., subject to any additional limitations imposed by one or more of the following:

- A. An applicable ABC permit or license;
- B. These Operating Standards or any event-specific management plan approved by the City; or
- C. The special event permit issued for the Entertainment Zone Event.

Nothing herein requires an Entertainment Zone Event to operate until 11:59 p.m.; event end times shall be established through the Community Civic Event permit process.

Alcohol consumption within the Downtown Entertainment Zone is prohibited outside of approved events and outside of the authorized hours established for the specific event.

8. Permitted Alcoholic Beverages

The following alcoholic beverages are permitted for consumption within the Downtown Entertainment Zone, subject to all applicable ABC regulations and license conditions:

- Beer
- Wine

Distilled spirits, mixed drinks, and shots are prohibited. All alcoholic beverages must be purchased from a participating business and served in accordance with these Operating Standards and State law.

9. Alcohol Management Plan

To promote public safety and responsible alcohol consumption, each Entertainment Zone Event shall comply with the following Alcohol Management Plan requirements. These requirements are in addition to, and do not replace, any applicable requirements imposed by the California Department of Alcoholic Beverage Control (ABC).

Responsible Beverage Service (RBS) Certification

All on-sale alcohol servers and their managers participating in an Entertainment Zone Event shall comply with [California Responsible Beverage Service](#) (RBS) training requirements. RBS certification is required for all individuals involved in the sale, service, or delivery of alcoholic beverages, including but not limited to bartenders, servers, cashiers, security personnel, bouncers, and any individual responsible for checking identification or distributing alcoholic beverages.

RBS certification shall be obtained within sixty (60) days of hiring, as required by State law, and proof of current certification shall be made available to the City upon request.

Server Requirements

Alcoholic beverages may only be served by individuals who are twenty-one (21) years of age or older.

Servers shall not consume alcoholic beverages while working or while serving alcoholic beverages at an Entertainment Zone Event.

Service Limits

No individual shall be served more than two (2) alcoholic beverages at a time. All participating businesses and servers shall comply with applicable California Department of Alcoholic Beverage Control requirements, including the obligation to refuse service to any person who appears intoxicated.

For purposes of these Operating Standards, one standard drink shall be defined as:

- Twelve (12) or sixteen (16) ounces of beer; or
- Five (5) ounces of wine.

These definitions are provided for service-limit purposes only and do not modify applicable ABC regulations.

Service Timing

Alcohol service shall end no later than thirty (30) minutes prior to the scheduled end time of the Entertainment Zone Event.

The City Manager or designee may establish event-specific start and end times for alcohol service that are more restrictive than the overall event hours when necessary to protect public health and safety.

Non-Alcoholic Beverages

Event organizers and participating businesses shall ensure that non-alcoholic beverages and water are readily available to attendees throughout the duration of the Entertainment Zone Event.

10. Approved Containers

Alcoholic beverages shall be served only in paper or plastic cups that are clearly distinguishable from non-alcoholic beverage containers. Glass, metal, or hard plastic containers are strictly prohibited.

11. Participant Identification and Wristbands

- All individuals consuming alcoholic beverages must be 21 years of age or older.
- Participants must wear an event-issued wristband verifying age eligibility while consuming alcoholic beverages within the Entertainment Zone.
- Wristbands are non-transferable and must be worn at all times while consuming alcoholic beverages.
- Any individual found wearing a wristband that has been transferred, altered, or not visibly worn as required may be subject to enforcement action pursuant to the Law Enforcement Oversight section of these Operating Standards.

Wristband Fee

Each Entertainment Zone wristband shall be subject to a fee of ten dollars (\$10) per wristband.

All wristband fees shall be deposited into the Downtown Revitalization Fund and may be used for purposes including, but not limited to:

- Downtown beautification and placemaking efforts;
- Event-related infrastructure, amenities, and signage;
- Public safety and operational support for downtown events; and
- Other downtown revitalization initiatives as determined by the City.

The City Manager or designee may establish procedures for wristband distribution, accounting, and fee collection.

12. Participating Business Requirements

Participation is voluntary and subject to revocation.

Participating businesses must:

1. Hold a valid ABC on-sale license authorizing the sale of the alcoholic beverages offered;
2. Be located within or immediately adjacent to the Downtown Entertainment Zone, as determined by the City Manager or designee;
3. Opt in for each approved event;
4. Comply with all applicable ABC regulations, license conditions, State law, and these Operating Standards;
5. Serve alcoholic beverages only during authorized hours and only in approved containers; and
6. Refuse service to intoxicated persons.

Nothing in these Operating Standards or the Downtown Entertainment Zone ordinance authorizes a participating business to sell or allow alcoholic beverages to leave its premises except as expressly permitted under State law, the business's ABC license, and any required ABC approvals.

Nothing in these Operating Standards requires an event organizer to activate an Entertainment Zone, nor requires any business to participate in an Entertainment Zone Event.

11. Law Enforcement Oversight

The Entertainment Zone shall operate under the oversight of the City Police Department or other designated enforcement authority. Violations of these Operating Standards or applicable law may result in enforcement action, including but not limited to removal from the Entertainment Zone, citation, arrest, or revocation of participation privileges.

Law enforcement actions under this section are independent of, and in addition to, any civil or administrative penalties authorized under these Operating Standards or applicable law.

12. Prohibition on Outside Alcohol

Alcoholic beverages consumed within the Entertainment Zone must be purchased from a participating business. Outside or carry-in beverages are prohibited.

13. Event Organizer Responsibilities and Refundable Deposit

Event organizers shall coordinate zone activation with the City and shall provide adequate security and crowd control, including licensed security personnel when required by the City, along with cleanup, signage, and operational coordination.

Refundable Security and Cleanup Deposit

Prior to activation of an Entertainment Zone Event, the event organizer shall provide a refundable security and cleanup deposit in the amount of five hundred dollars (\$500).

The deposit may be used, in whole or in part, to cover costs incurred by the City related to:

Damage to public property;

- Additional cleaning, trash removal, or maintenance required beyond normal City services; or
- Failure to comply with cleanup or operational requirements set forth in these Operating Standards.
- Any unused portion of the deposit shall be refunded to the event organizer following post-event inspection and confirmation that no additional costs were incurred.

The City Manager or designee is authorized to establish administrative procedures for collection, use, and refund of the deposit.

The deposit shall be submitted prior to issuance of final event approval.

14. Cleanup and Maintenance

Event organizers and participating businesses are jointly responsible for cleanliness during and after each event. Failure to adequately clean the zone may result in denial of future activations.

15. Signage

Clear signage, provided by the event organizer, shall identify zone boundaries, approved operating hours, age requirements, container rules, and the prohibition on outside alcohol.

16. Insurance and Indemnity Requirements

A. Insurance Requirements

Prior to issuance of a special event permit for an Entertainment Zone Event, the permit applicant or sponsoring organization, if different than the applicant, shall submit evidence of commercial general liability insurance, at no cost to the City, meeting all of the following requirements:

1. Coverage shall be at least as broad as ISO Commercial General Liability Form CG 00 01, provided on an occurrence basis, and shall include bodily injury (including death), property damage, and personal injury;
2. The policy limit per occurrence shall be in an amount determined by the City's Risk Manager;
3. The policy shall cover all losses and damages described in subsection C of this section;
4. The policy shall be endorsed to name the City, its officers, employees, and agents as additional insureds;
5. The policy shall be endorsed to provide that it is primary insurance and that any insurance maintained by the City shall not be called upon to contribute to a covered loss; and
6. The policy shall include a liquor liability endorsement, when alcohol is served or consumed.

B. Required Coverage

No person shall conduct an Entertainment Zone Event unless the insurance required by this section is in full force and effect for the duration of the event.

C. Indemnification

To the fullest extent permitted by law, the special event permittee and participating businesses shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all claims, actions, losses, damages, liabilities, costs, and expenses of every type and description, including attorneys' fees, arising directly or indirectly, in whole or in part, from the acts or omissions of the permittee or participating businesses, or their officers, employees, contractors, or agents, except to the extent caused by the City's sole negligence or willful misconduct.

17. Violations and Penalties

A. General

In addition to any other remedy allowed by law, any person who violates any provision of these Operating Standards or the Downtown Entertainment Zone ordinance is subject to criminal sanctions, civil actions, and administrative penalties as provided by applicable provisions of the City's Municipal Code.

B. Public Nuisance

Any violation of these Operating Standards is hereby declared to be a public nuisance.

C. Civil Penalties

Any person who violates a provision of these Operating Standards shall be liable for civil penalties of not less than two hundred fifty dollars (\$250) and not more than twenty-five thousand dollars (\$25,000) for each day the violation continues, as determined by the City.

D. Cumulative Remedies

All remedies prescribed under these Operating Standards are cumulative, and the election of one or more remedies does not bar the City from pursuing any other remedy to enforce these Operating Standards.

18. Biennial Review

Every two years, the City Manager shall review the operation of the Downtown Entertainment Zone to ensure that the zone is being maintained in a manner that protects the health and safety of the general public.

This review shall be conducted in consultation with the Police Department. The City Manager shall present the findings to the City Council, and any reports produced during the review shall be made available to the California Department of Alcoholic Beverage Control upon request.

Notwithstanding the foregoing, the City Manager may conduct an initial review following the first year of implementation and present findings to the City Council as appropriate.

19. Compliance with Other Laws

Compliance with these Operating Standards does not excuse compliance with any other applicable law, permit, or regulation.

20. Modification or Suspension

The City Manager or designee may modify, suspend, or terminate Entertainment Zone activation for any event due to public safety concerns, violations, or unforeseen conditions.