



AGENDA

Tuesday, November 19, 2024

6:30 P.M. Open Session

REGULAR MEETING

**CITY COUNCIL, AIRPORT COMMISSION,
MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK
SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR
AGENCY OF THE FORMER MARINA REDEVELOPMENT AGENCY**

THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID).

Council Chambers
211 Hillcrest Avenue
Marina, California

AND

Zoom Meeting URL: <https://zoom.us/j/730251556>

Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 730 251 556

PARTICIPATION

You may participate in the City Council meeting in person or in real-time by calling Zoom Meeting via the weblink and phone number provided at the top of this agenda. Instructions on how to access, view and participate in remote meetings are provided by visiting the City's home page at <https://cityofmarina.org/>. Attendees can make oral comments during the meeting by using the "Raise Your Hand" feature in the webinar or by pressing *9 on your telephone keypad if joining by phone only.

The most effective method of communication with the City Council is by sending an email to marina@cityofmarina.org. Comments will be reviewed and distributed before the meeting if received by 5:00 p.m. on the day of the meeting. All comments received will become part of the record. Council will have the option to modify their action on items based on comments received.

AGENDA MATERIALS

Agenda materials, staff reports and background information related to regular agenda items are available on the City of Marina's website www.cityofmarina.org. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Marina website www.cityofmarina.org subject to City staff's ability to post the documents before the meeting.

VISION STATEMENT

Marina will grow and mature from a small town bedroom community to a small city which is diversified, vibrant and through positive relationships with regional agencies, self-sufficient. The City will develop in a way that insulates it from the negative impacts of urban sprawl to become a desirable residential and business community in a natural setting. **(Resolution No. 2006-112 - May 2, 2006)**

MISSION STATEMENT

The City Council will provide the leadership in protecting Marina's natural setting while developing the City in a way that provides a balance of housing, jobs and business opportunities that will result in a community characterized by a desirable quality of life, including recreation and cultural opportunities, a safe environment and an economic viability that supports a high level of municipal services and infrastructure. **(Resolution No. 2006-112 - May 2, 2006)**

LAND ACKNOWLEDGEMENT

The City recognizes that it was founded and is built upon the traditional homelands and villages first inhabited by the Indigenous Peoples of this region - the Esselen and their ancestors and allies - and honors these members of the community, both past and present.

1. CALL TO ORDER 
2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

Jennifer McAdams, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Liesbeth Visscher, Mayor/Chair Bruce C. Delgado
3. PUBLIC COMMENT ON CLOSED SESSION ITEMS:
4. CLOSED SESSION: **None**
5. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand) Cub Scouts Pack 135
6. SPECIAL PRESENTATIONS:
 - a. Special Mural presentation by Los Arboles Middle School - Leland Hansen, Principal
7. COUNCIL AND STAFF ANNOUNCEMENTS:
8. PUBLIC COMMENT: *Any member of the public may comment on any matter within the City Council's jurisdiction that is not on the agenda. This is the appropriate place to comment on items on the Consent Agenda. Action will not be taken on items not on the agenda. Comments are limited to a maximum of three (3) minutes. General public comment may be limited to thirty (30) minutes and/or continued to the end of the agenda. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council. Whenever possible, written correspondence should be submitted to the Council in advance of the meeting, to provide adequate time for its consideration.*
9. CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine and non-controversial. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, the Council may remove an item from the Consent Agenda for individual consideration. If an item is pulled for discussion, it will be placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

10. CONSENT AGENDA: *These items are considered to be routine and non-controversial. All items under the Consent Agenda may be approved by one motion. Prior to such a motion being made, any member of City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, Council may remove the item from the Consent Agenda and it will be placed at the end of Other Action Items.*
- a. ACCOUNTS PAYABLE: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) Accounts Payable Check Numbers 105689-105766, totaling \$2,280,250.38
 - b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) November 6, 2024, Regular City Council Meeting
 - c. CLAIMS AGAINST THE CITY: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) Staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Gabriela Garcia for a claim received on October 30, 2024.
 - d. AWARD OF BID: None
 - e. CALL FOR BIDS:
 - (1) Adopting Resolution No. 2024-, approval to advertise and call for bids for the construction of the Gloria Jean Tate Park Improvements Phase 2 Project.
 - f. ADOPTION OF RESOLUTIONS: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) Adopting Resolution No. 2024-, authorizing funding for the two vacant firefighter positions at a fully burdened of \$270,000 annually.
 - g. APPROVAL OF AGREEMENTS: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) Adopting Resolution No. 2024-, authorizing the City Manager to enter into an agreement with EMC Planning Group, Inc. to prepare plans, environmental review documents, and permit applications for the improvements to the amenities and coastal trail at Fort Ord Dunes State Park, not to exceed \$800,000.00, subject to review and approval by the City Attorney.
 - (2) Adopting Resolution No. 2024-, approve agreements with: (1) Motorola for integrated suite of advanced surveillance and operational technologies; (2) Pergrine Integration for data connectivity for seamless evidence sharing, reporting and operational efficiency; and (3) Axon Taser for upgrades to secure advanced taser functionality within an integrated data ecosystem; waive the competitive bidding process pursuant to section 3.16.040 of the municipal code.
 - h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
 - i. MAPS: None
 - j. REPORTS: (RECEIVE AND FILE):
 - (1) Monterey-Salians Transit November 4, 2024, Board Meeting Highlights
 - k. FUNDING & BUDGET MATTERS: None

I. APPROVE ORDINANCES (WAIVE SECOND READING):

- (1) Read by title only and adopting Ordinance No. 2024-11, authorizing the levy of special taxes within the City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services) (the "District") pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the Mello-Roos Community Facilities Act of 1982 ("Act") and Chapter 3.35 of the City of Marina Municipal Code.

m. APPROVE APPOINTMENTS: None

11. PUBLIC HEARINGS: *In the Council's discretion, the applicant/proponent of an item may be given up to ten (10) minutes to speak. All other persons may be given up to three (3) minutes to speak on the matter.*
12. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*
13. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

Note: No additional major projects or programs should be undertaken without review of the impacts on existing priorities (Resolution No. 2006-79 – April 4, 2006).

- a. Council to provide staff direction for continuing the rehabilitation of the Aquatic and Sports Center (Capital Project Number QLF 2004) including: updated design and programming features; proposed project phasing; funding options and other alternatives
 - b. City Council to receive a presentation from the City's consultant, Raimi+Associates (R+A), on the draft "Final" Preferred Alternative Land Use Map (Map) and Land Use policies; and provide direction to staff allowing for the in-depth analysis of growth projections, water needs, and potential traffic and circulation impacts to begin as part of the preparation of the draft Environmental Impact Report (EIR) for the GP2045. **(60-Minutes)**
 - c. Adopting Resolution No. 2024-, accepting Hilltop Park except the landscape area; and accepting the Landscape area subject to entering into an Improvement and Long-Term Maintenance Agreement; and approving an Improvement and Long-Term Maintenance Agreement defining Developers obligations during the maintenance period and finding the action is exempt from CEQA pursuant to Section 15061(B)(3) of the CEQA guidelines. **(30-Minutes)**
 - d. Adopting Resolution No. 2024-, approving the purchase of a cloud-based public works citizen relationship management (CRM) software platform from CivicPlus, and approving the purchase of an asset management/work order software system from Cityworks, with implementation services provided through Centricity. **(15-Minutes)**
14. COUNCIL & STAFF INFORMATIONAL REPORTS:
 - a. Monterey County Mayor's Association [Mayor Bruce Delgado]

- b. Council reports on meetings and conferences attended (Gov't Code Section 53232).

15. ADJOURNMENT:

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 8:30 p.m., Friday, November 15, 2024.

ANITA SHARP, DEPUTY CITY CLERK

City Council, Airport Commission and Redevelopment Agency meetings are recorded on tape and available for public review and listening at the Office of the City Clerk and kept for a period of 90 days after the formal approval of MINUTES.

City Council meetings may be viewed live on the meeting night and at 12:30 p.m. and 3:00 p.m. on Cable Channel 25 on the Sunday following the Regular City Council meeting date. In addition, Council meetings can be viewed at 6:30 p.m. every Monday, Tuesday and Wednesday. For more information about viewing the Council Meetings on Channel 25, you may contact Access Monterey Peninsula directly at 831-333-1267.

Agenda items and staff reports are public record and are available for public review on the City's website (www.cityofmarina.org), at the Monterey County Marina Library Branch at 190 Seaside Circle and at the Office of the City Clerk at 211 Hillcrest Avenue, Marina between the hours of 10:00 a.m. 5:00 p.m., on the Monday preceding the meeting.

Supplemental materials received after the close of the final agenda and through noon on the day of the scheduled meeting will be available for public review at the City Clerk's Office during regular office hours and in a 'Supplemental Binder' at the meeting.

ALL MEETINGS ARE OPEN TO THE PUBLIC. THE CITY OF MARINA DOES NOT DISCRIMINATE AGAINST PERSONS WITH DISABILITIES. Council Chambers are wheelchair accessible. Meetings are broadcast on cable channel 25 and recordings of meetings can be provided upon request. To request assistive listening devices, sign language interpreters, readers, large print agendas or other accommodations, please call (831) 884-1278 or e-mail: marina@cityofmarina.org. Requests must be made at least **48 hours** in advance of the meeting.

Upcoming 2024 Meetings of the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Community Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency and Marina Groundwater Sustainability Agency
Regular Meetings: 5:00 p.m. Closed Session;
6:30 p.m. Regular Open Sessions

Tuesday, December 3, 2024

Tuesday, December 17, 2024

***** Regular Meeting rescheduled due to General Election Day**

CITY HALL 2024 HOLIDAYS
(City Hall Closed)

Thanksgiving Day-----Thursday, November 28, 2024
Thanksgiving Break-----Friday, November 29, 2024
Winter Break-----Tuesday, December 24, 2024-Friday, December 31, 2024

2024 COMMISSION DATES

Upcoming 2024 Meetings of Planning Commission
2nd and 4th Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

November 28, 2024 (Cancelled)

December 12, 2024

Upcoming 2024 Meetings of Public Works Commission
3rd Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

November 21, 2024

December 19, 2024

**Upcoming 2024 Meetings of Recreation &
Cultural Services Commission**
1st Wednesday of every quarter month. Meetings are held at the Council Chambers at 6:30 P.M.

December 4, 2024

Upcoming 2024 Meetings of Marina Tree Committee
2nd Wednesday of every quarter month as needed. Meetings are held at the Council Chambers at 6:30 P.M.



Accounts Payable by G/L Distribution Report

Payment Date Range 11/08/24 - 11/08/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.240 - Prof Svc Grant Writer										
11084 - EMC Planning Group	23-089-6	23-089 Coastal Conservancy Grant Application	Paid by Check # 105699		07/31/2024	11/04/2024	11/04/2024		11/08/2024	2,244.02
11084 - EMC Planning Group	23-089-5	23-089 Coastal Conservancy Grant Application	Paid by Check # 105699		06/30/2024	11/04/2024	11/04/2024		11/08/2024	2,893.16
Account 6300.240 - Prof Svc Grant Writer Totals									Invoice Transactions 2	\$5,137.18
Account 6300.465 - Prof Svc Legal - Special Counsel										
11033 - Sara Steck Myers	11-01-24	Professional Services - MPWSP - Sept-October 2024	Paid by EFT # 5362		11/01/2024	11/01/2024	11/01/2024		11/08/2024	1,755.00
Account 6300.465 - Prof Svc Legal - Special Counsel Totals									Invoice Transactions 1	\$1,755.00
Account 6400.565 - Material & Suppl Office Supplies										
11790 - Quality Print & Copy	24087	Replacement Business Cards - Deputy City Clerk	Paid by EFT # 5359		10/29/2024	11/01/2024	11/01/2024		11/08/2024	75.38
10732 - Office Depot-General Account	391406656001	Office Supplies-Finance toner	Paid by Check # 105713		10/25/2024	11/06/2024	11/06/2024		11/08/2024	543.63
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 2	\$619.01
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 5	\$7,511.19
Division 000 - Non-Div Totals									Invoice Transactions 5	\$7,511.19
Department 120 - City Mgr/HR/Risk Totals									Invoice Transactions 5	\$7,511.19
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.330 - Prof Svc IT - Information Tech Svc										
10897 - TechRx Technology Services	12222	IT Support - October 2024	Paid by EFT # 5364		11/01/2024	11/01/2024	11/01/2024		11/08/2024	9,120.00
Account 6300.330 - Prof Svc IT - Information Tech Svc Totals									Invoice Transactions 1	\$9,120.00
Account 6360.076 - Maint & Repairs Copier										
10592 - U.S. Bank Equipment Finance-USbancorp	541392098	CDD Copier Lease Payment - November 2024	Paid by Check # 105724		10/30/2024	11/01/2024	11/01/2024		11/08/2024	225.06
Account 6360.076 - Maint & Repairs Copier Totals									Invoice Transactions 1	\$225.06
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10905 - Taygeta Scientific, Inc.	000708-R-0044	Barracuda Spam Firewall - November 2024	Paid by Check # 105722		11/01/2024	11/01/2024	11/01/2024		11/08/2024	475.80



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10905 - Taygeta Scientific, Inc.	000423-R-0071	Computer Network Defense - November 2024	Paid by Check # 105722		11/01/2024	11/01/2024	11/01/2024		11/08/2024	2,750.00
10897 - TechRx Technology Services	12226	Veeam Subscription - November 2024	Paid by EFT # 5364		11/01/2024	11/01/2024	11/01/2024		11/08/2024	380.00
10897 - TechRx Technology Services	12227	Veeam O365 Backup & Glacier Storage - November 2024	Paid by EFT # 5364		11/01/2024	11/01/2024	11/01/2024		11/08/2024	385.00
10897 - TechRx Technology Services	12225	Ninite Subscription - November 2024	Paid by EFT # 5364		11/01/2024	11/01/2024	11/01/2024		11/08/2024	202.50
10897 - TechRx Technology Services	12212	Amazon Glacier - Subscription - November 2024	Paid by EFT # 5364		11/01/2024	11/01/2024	11/01/2024		11/08/2024	380.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals							Invoice Transactions 6			\$4,573.30
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades										
10897 - TechRx Technology Services	12106	Server Room Upgrades	Paid by EFT # 5364		10/31/2024	11/01/2024	11/01/2024		11/08/2024	1,948.69
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades Totals							Invoice Transactions 1			\$1,948.69
Account 6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade										
10897 - TechRx Technology Services	12234	CItywide MS Office 365 - November 2024	Paid by EFT # 5364		11/01/2024	11/01/2024	11/01/2024		11/08/2024	2,665.20
Account 6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade Totals							Invoice Transactions 1			\$2,665.20
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 10			\$18,532.25
Division 000 - Non-Div Totals							Invoice Transactions 10			\$18,532.25
Department 125 - I. T. Totals							Invoice Transactions 10			\$18,532.25
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	391440145001	Office Supplies-Finance	Paid by Check # 105713		11/04/2024	11/05/2024	11/05/2024		11/08/2024	38.97
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions 1			\$38.97



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.625 - Other Charges Printing Svc										
11790 - Quality Print & Copy	24083	Business Cards - Finance (R. Sattoof, T. Hannah, & M. Hernandez)	Paid by EFT # 5359		10/29/2024	11/05/2024	11/05/2024		11/08/2024	244.43
Account 6600.625 - Other Charges Printing Svc Totals							Invoice Transactions	1		\$244.43
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$283.40
Division 000 - Non-Div Totals							Invoice Transactions	2		\$283.40
Department 130 - Finance Totals							Invoice Transactions	2		\$283.40
Department 150 - City Attorney										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
11964 - Shute Mihaly & Weinberger LLP	288513	City Attorney Services - September 2024	Paid by Check # 105719		10/29/2024	11/01/2024	11/01/2024		11/08/2024	20,196.00
11964 - Shute Mihaly & Weinberger LLP	288517	City Manager - September 2024	Paid by Check # 105719		10/29/2024	11/01/2024	11/01/2024		11/08/2024	1,353.00
11964 - Shute Mihaly & Weinberger LLP	288518	Human Resources and Risk Management - September 2024	Paid by Check # 105719		10/29/2024	11/01/2024	11/01/2024		11/08/2024	1,023.00
11964 - Shute Mihaly & Weinberger LLP	288519	Finance - September 2024	Paid by Check # 105719		10/29/2024	11/01/2024	11/01/2024		11/08/2024	7,161.00
11964 - Shute Mihaly & Weinberger LLP	288520	Planning Commission/Development - September 2024	Paid by Check # 105719		10/29/2024	11/01/2024	11/01/2024		11/08/2024	31,407.91
11964 - Shute Mihaly & Weinberger LLP	288521	Parks - September 2024	Paid by Check # 105719		10/29/2024	11/01/2024	11/01/2024		11/08/2024	1,584.00
11964 - Shute Mihaly & Weinberger LLP	288522	Police Department - September 2024	Paid by Check # 105719		10/29/2024	11/01/2024	11/01/2024		11/08/2024	2,508.00
11964 - Shute Mihaly & Weinberger LLP	288523	Public Works - September 2024	Paid by Check # 105719		10/29/2024	11/01/2024	11/01/2024		11/08/2024	4,587.00
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals							Invoice Transactions	8		\$69,819.91
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	8		\$69,819.91
Division 000 - Non-Div Totals							Invoice Transactions	8		\$69,819.91
Department 150 - City Attorney Totals							Invoice Transactions	8		\$69,819.91



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.230 - Prof Svc Fin - Tax Reporting & Audit										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN042036	July 2024 Cannabis Management Program	Paid by EFT # 5354		07/31/2024	11/06/2024	11/06/2024		11/08/2024	10,000.00
Account 6300.230 - Prof Svc Fin - Tax Reporting & Audit Totals										Invoice Transactions 1
										\$10,000.00
Account 6300.570 - Prof Svc Other										
10588 - United Site Services	INV-4898514	2660 5th Ave	Paid by Check # 105725		10/31/2024	10/29/2024	10/29/2024		11/08/2024	907.03
10588 - United Site Services	INV-4901469	Beach Rd & DeForest Rd Windy Hill Park	Paid by Check # 105725		10/31/2024	10/29/2024	10/29/2024		11/08/2024	260.35
11250 - U.S. Bank	2025-00000475	Account# 244667000 / Custody Admin Fees 10/1/24-9/30/25	Paid by Check # 105723		10/25/2024	11/05/2024	11/05/2024		11/08/2024	3,850.00
Account 6300.570 - Prof Svc Other Totals										Invoice Transactions 3
										\$5,017.38
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	000022502148	CALNET3-9391023441 (384-0888)	Paid by Check # 105694		10/28/2024	11/05/2024	11/05/2024		11/08/2024	30.75
10758 - AT & T CALNET3	000022502175	CALNET3-9391023466 (384-8477)	Paid by Check # 105694		10/28/2024	11/05/2024	11/05/2024		11/08/2024	59.95
10758 - AT & T CALNET3	000022502177	CALNET3-9391023468 (384-9148)	Paid by Check # 105694		10/28/2024	11/05/2024	11/05/2024		11/08/2024	30.75
10758 - AT & T CALNET3	000022502144	CALNET3-9391023437 (384-0425)	Paid by Check # 105694		10/28/2024	11/05/2024	11/05/2024		11/08/2024	59.95
10758 - AT & T CALNET3	000022497073	CALNET3-9391023477 (582-9803)	Paid by Check # 105694		10/27/2024	11/05/2024	11/05/2024		11/08/2024	30.74
10758 - AT & T CALNET3	000022497067	CALNET3-9391023471 (582-0100)	Paid by Check # 105694		10/27/2024	11/05/2024	11/05/2024		11/08/2024	63.96
10758 - AT & T CALNET3	000022502147	CALNET3-9391023440 (384-0860)	Paid by Check # 105694		10/28/2024	11/05/2024	11/05/2024		11/08/2024	30.78
10758 - AT & T CALNET3	000022502172	CALNET3-9391023463 (384-7854)	Paid by Check # 105694		10/24/2024	11/05/2024	11/05/2024		11/08/2024	30.75
Account 6380.150 - Utilities Comm Phone System Totals										Invoice Transactions 8
										\$337.63
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2024 313-6	PG&E 6793435313-6	Paid by Check # 105714		10/24/2024	11/05/2024	11/05/2024		11/08/2024	6,675.78
Account 6380.300 - Utilities Gas & Electric Totals										Invoice Transactions 1
										\$6,675.78
Account 6400.635 - Material & Suppl Postage Shipping										
10235 - FedEx	8-668-45631	Shipping Charges - BMR Housing Program	Paid by Check # 105700		11/01/2024	11/01/2024	11/01/2024		11/08/2024	82.70
Account 6400.635 - Material & Suppl Postage Shipping Totals										Invoice Transactions 1
										\$82.70
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 14
										\$22,113.49
Division 000 - Non-Div Totals										Invoice Transactions 14
										\$22,113.49



Accounts Payable by G/L Distribution Report

Payment Date Range 11/08/24 - 11/08/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
				Department 190 - Citywide Non-Dept Totals			Invoice Transactions 14		\$22,113.49	
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11899 - Robert Half International, Inc	64258373	Temp Position - Administrative Asst. - Desiree Matadamas	Paid by Check # 105717		10/31/2024	11/01/2024	11/01/2024		11/08/2024	12,854.40
12065 - Hasco Stations, LLC	INV-152137	Car Wash	Paid by Check # 105703		10/31/2024	11/05/2024	11/05/2024		11/08/2024	127.50
11899 - Robert Half International, Inc	64130179	Temp Position - Administrative Asst. - Desiree Matadamas	Paid by Check # 105717		09/30/2024	11/05/2024	11/05/2024		11/08/2024	1,866.80
				Account 6300.570 - Prof Svc Other Totals			Invoice Transactions 3		\$14,848.70	
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades										
10897 - TechRx Technology Services	12157	Tech Services and Maintenance 10/01/24	Paid by EFT # 5364		10/01/2024	11/04/2024	11/04/2024		11/08/2024	140.00
10897 - TechRx Technology Services	12154	Tech Services and Maintenance 10/08/24	Paid by EFT # 5364		10/31/2024	11/04/2024	11/04/2024		11/08/2024	1,235.00
10897 - TechRx Technology Services	12223	Tech Services and Maintenance 11/01/24	Paid by EFT # 5364		11/01/2024	11/04/2024	11/04/2024		11/08/2024	140.00
				Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades Totals			Invoice Transactions 3		\$1,515.00	
Account 6380.150 - Utilities Comm Phone System										
10057 - Avaya, Inc.	2221906864	Acct # 100828859	Paid by EFT # 5349		10/28/2024	11/05/2024	11/05/2024		11/08/2024	10.30
10057 - Avaya, Inc.	2221902174	Acct # 100828859	Paid by EFT # 5349		10/03/2024	11/05/2024	11/05/2024		11/08/2024	2.19
10374 - Maynard Group Inc.	IN2051050	Utilities - Phones / Acct #AC3746	Paid by EFT # 5357		11/01/2024	11/05/2024	11/05/2024		11/08/2024	670.21
				Account 6380.150 - Utilities Comm Phone System Totals			Invoice Transactions 3		\$682.70	
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)										
10897 - TechRx Technology Services	12115	Tech supplies and services 9/18/2024	Paid by EFT # 5364		09/30/2024	11/04/2024	11/04/2024		11/08/2024	1,688.63
10897 - TechRx Technology Services	12196	Tech supplies and services 10/28/24	Paid by EFT # 5364		10/31/2024	11/04/2024	11/04/2024		11/08/2024	789.69
10897 - TechRx Technology Services	12186	Tech supplies and services 10/23/24	Paid by EFT # 5364		10/31/2024	11/04/2024	11/04/2024		11/08/2024	490.44
10897 - TechRx Technology Services	12177	Tech supplies 10/12/24	Paid by EFT # 5364		10/31/2024	11/04/2024	11/04/2024		11/08/2024	133.07
10897 - TechRx Technology Services	12187	Tech supplies and services 10/23; 10/24/24	Paid by EFT # 5364		10/31/2024	11/04/2024	11/04/2024		11/08/2024	972.38
10897 - TechRx Technology Services	12181	Tech supplies and services 10/23/24	Paid by EFT # 5364		10/31/2024	11/04/2024	11/04/2024		11/08/2024	4,011.38



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)										
10897 - TechRx Technology Services	12182	Tech supplies and services 10/23/24	Paid by EFT # 5364		10/31/2024	11/05/2024	11/05/2024		11/08/2024	5,020.75
10897 - TechRx Technology Services	12244	Tech supplies and services 11/01/24	Paid by EFT # 5364		12/01/2024	11/05/2024	11/05/2024		11/08/2024	5,341.99
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap) Totals									Invoice Transactions 8	\$18,448.33
Account 6400.720 - Material & Suppl Safety Equip										
10727 - Ace Hardware-Public Safety	089813	Supplies - Flex Magnetic Tape	Paid by Check # 105691		10/29/2024	11/05/2024	11/05/2024		11/08/2024	36.03
Account 6400.720 - Material & Suppl Safety Equip Totals									Invoice Transactions 1	\$36.03
Account 6500.620 - Training & Travel POST										
11830 - Eduardo Gamboa - reimbursement only	11/11/2024	Per Diem Gamboa Search and Seizure	Paid by Check # 105732		11/05/2024	11/05/2024	11/05/2024		11/08/2024	115.00
11408 - Johnson, Christopher	11/13/24	Per Diem Johnson SLI Session #2	Paid by EFT # 5355		11/05/2024	11/05/2024	11/05/2024		11/08/2024	186.20
11781 - K'Shante Dela Cuadra - Reimbursment only	11/11/2024	Per Diem Dela Cuadra Search and Seizure	Paid by Check # 105729		11/05/2024	11/05/2024	11/05/2024		11/08/2024	115.00
11760 - Rachel Shimabukuro - reimbursement only	11/11/2024	Per Diem Shimabukuro Search and Seizure	Paid by Check # 105731		11/05/2024	11/05/2024	11/05/2024		11/08/2024	115.00
10935 - South Bay Regional Public Safety Training Cons.	225151	Basic Acedemy Requal #76 Course - Randy Hopkins 9/9-10/4/24	Paid by Check # 105720		10/26/2024	11/05/2024	11/05/2024		11/08/2024	481.00
Account 6500.620 - Training & Travel POST Totals									Invoice Transactions 5	\$1,012.20
Account 6600.780 - Other Charges Transcription Svc										
10544 - SpeakWrite	1ecbb40f	Transcription Service; Online Reporting	Paid by Check # 105721		11/01/2024	11/05/2024	11/05/2024		11/08/2024	1,228.77
Account 6600.780 - Other Charges Transcription Svc Totals									Invoice Transactions 1	\$1,228.77
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 24	\$37,771.73
Division 000 - Non-Div Totals									Invoice Transactions 24	\$37,771.73
Department 210 - Police Totals									Invoice Transactions 24	\$37,771.73



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Payment Date Range 11/08/24 - 11/08/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10800 - Lexipol, LLC	INVLEX11240063	Annual Fire Policy Manual & Daily Training Bulletins	Paid by Check # 105706		09/01/2024	11/05/2024	11/05/2024		11/08/2024	5,715.75
Account 6300.570 - Prof Svc Other Totals								Invoice Transactions 1		\$5,715.75
Account 6360.570 - Maint & Repairs Other Svc Agr										
10623 - Xerox Financial Services	6297537	FD Monthly Copier Charges 09/17/24 - 10/16/24	Paid by Check # 105727		09/27/2024	09/27/2024	09/27/2024		11/08/2024	239.26
10623 - Xerox Financial Services	6407876	FD Monthly Copier Charges 09/17/24 - 11/16/24	Paid by Check # 105727		10/28/2024	11/05/2024	11/05/2024		11/08/2024	478.52
Account 6360.570 - Maint & Repairs Other Svc Agr Totals								Invoice Transactions 2		\$717.78
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent										
10470 - Peninsula Welding & Medical Supply	269260	Non-Liquid Cylinders	Paid by Check # 105715		10/31/2024	10/29/2024	10/29/2024		11/08/2024	12.90
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent Totals								Invoice Transactions 1		\$12.90
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions 4		\$6,446.43
Division 000 - Non-Div Totals								Invoice Transactions 4		\$6,446.43
Department 250 - Fire Totals								Invoice Transactions 4		\$6,446.43
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10005 - A-1 Sweeping Service	Oct 2024	City Sweeping Service	Paid by Check # 105689		10/31/2024	11/04/2024	11/04/2024		11/08/2024	7,315.00
Account 6300.570 - Prof Svc Other Totals								Invoice Transactions 1		\$7,315.00
Account 6360.040 - Maint & Repairs Backflow Preventers										
10728 - Ace Hardware-Public Works	089844	Backflow	Paid by Check # 105692		11/02/2024	11/05/2024	11/05/2024		11/08/2024	54.76
10728 - Ace Hardware-Public Works	089841	211 Hillcrest Ave	Paid by Check # 105692		11/01/2024	11/05/2024	11/05/2024		11/08/2024	21.84
Account 6360.040 - Maint & Repairs Backflow Preventers Totals								Invoice Transactions 2		\$76.60
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10728 - Ace Hardware-Public Works	089750	Weatherstrip	Paid by Check # 105692		10/23/2024	11/05/2024	11/05/2024		11/08/2024	16.38
10728 - Ace Hardware-Public Works	089739	Dog Kennel	Paid by Check # 105692		10/22/2024	11/05/2024	11/05/2024		11/08/2024	32.97
10728 - Ace Hardware-Public Works	089735	City Hall	Paid by Check # 105692		10/22/2024	11/05/2024	11/05/2024		11/08/2024	18.56



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10728 - Ace Hardware-Public Works	089743	Animal Shelter	Paid by Check # 105692		10/23/2024	11/05/2024	11/05/2024		11/08/2024	34.71
10728 - Ace Hardware-Public Works	089799	Dog Kennel	Paid by Check # 105692		10/28/2024	11/05/2024	11/05/2024		11/08/2024	8.27
10728 - Ace Hardware-Public Works	089805	Animal Shelter	Paid by Check # 105692		10/29/2024	11/05/2024	11/05/2024		11/08/2024	36.02
10728 - Ace Hardware-Public Works	089816	Vince DiMaggio	Paid by Check # 105692		10/30/2024	11/05/2024	11/05/2024		11/08/2024	10.90
10034 - American Supply Co.	0188108	Teen Center	Paid by Check # 105693		10/10/2024	11/04/2024	11/04/2024		11/08/2024	19.18
10034 - American Supply Co.	0188240	Teen Center	Paid by Check # 105693		10/17/2024	11/04/2024	11/04/2024		11/08/2024	98.76
10034 - American Supply Co.	0188266	Bleach	Paid by Check # 105693		10/18/2024	11/04/2024	11/04/2024		11/08/2024	26.77
10237 - Ferguson Enterprise , Inc. # 1423	5525492	PW	Paid by Check # 105701		10/28/2024	11/04/2024	11/04/2024		11/08/2024	643.48
10250 - Gavilan Pest Control	0165612	Marina Library 190 Seaside Circle	Paid by Check # 105702		10/28/2024	11/04/2024	11/04/2024		11/08/2024	300.00
10250 - Gavilan Pest Control	0165667	Preston Park	Paid by Check # 105702		10/31/2024	11/04/2024	11/04/2024		11/08/2024	330.00
10250 - Gavilan Pest Control	0165751	Glorya Jean Tate	Paid by Check # 105702		10/31/2024	11/04/2024	11/04/2024		11/08/2024	300.00
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals									Invoice Transactions 14	\$1,876.00
Account 6360.070 - Maint & Repairs Bdg Public Safety										
10728 - Ace Hardware-Public Works	089824	Public Safety Building	Paid by Check # 105692		10/30/2024	11/05/2024	11/05/2024		11/08/2024	41.93
Account 6360.070 - Maint & Repairs Bdg Public Safety Totals									Invoice Transactions 1	\$41.93
Account 6360.690 - Maint & Repairs Supplies										
10292 - Interstate Battery	50296173	Battery	Paid by Check # 105704		10/25/2024	11/05/2024	11/05/2024		11/08/2024	417.80
10403 - NAPA Auto Parts - former Monterey Auto Supply	091971	Power Steering Fluid	Paid by Check # 105711		10/30/2024	11/05/2024	11/05/2024		11/08/2024	25.52
Account 6360.690 - Maint & Repairs Supplies Totals									Invoice Transactions 2	\$443.32
Account 6400.800 - Material & Suppl Uniform										
12019 - Cesar Fernandez - refund only	10-28-24	Boot Reimbursement	Paid by Check # 105696		10/28/2024	10/29/2024	10/29/2024		11/08/2024	218.74
12019 - Cesar Fernandez - refund only	10-27-24	Safety Glasses	Paid by Check # 105696		10/27/2024	10/29/2024	10/29/2024		11/08/2024	200.00
12036 - Michael Mahaney - refund only	10-18-24	Safety Glasses	Paid by Check # 105708		10/18/2024	11/04/2024	11/04/2024		11/08/2024	142.03



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6400.800 - Material & Suppl Uniform										
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110574948	PW Uniforms	Paid by Check # 105726		11/01/2024	10/29/2024	10/29/2024		11/08/2024	350.13
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions	4		\$910.90
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	24		\$10,663.75
Division 311 - Buildings & Grounds Totals							Invoice Transactions	24		\$10,663.75
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
10528 - Salinas Valley Ford	118197	Ford F150 2017	Paid by Check # 105718		10/31/2024	10/29/2024	10/29/2024		11/08/2024	666.41
11975 - Southern Tire Mart LLC	7350010556	Tires	Paid by Check # 105733		11/05/2024	11/05/2024	11/05/2024		11/08/2024	2,259.89
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions	2		\$2,926.30
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$2,926.30
Division 313 - Vehicle Maint Totals							Invoice Transactions	2		\$2,926.30
Department 310 - Public Works Totals							Invoice Transactions	26		\$13,590.05
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6330.100 - Fee Agr Costs - Planning										
10508 - Regional Government Services	17289	Marina Dunes Misc July 2024	Paid by EFT # 5361		07/31/2024	11/05/2024	11/05/2024		11/08/2024	4,797.36
10508 - Regional Government Services	17290	Harvey Gas Station July 2024	Paid by EFT # 5361		07/31/2024	11/05/2024	11/05/2024		11/08/2024	1,653.80
Account 6330.100 - Fee Agr Costs - Planning Totals							Invoice Transactions	2		\$6,451.16
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)										
10897 - TechRx Technology Services	12127	CDD Laptop	Paid by EFT # 5364		09/30/2024	11/04/2024	11/04/2024		11/08/2024	1,224.54
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap) Totals							Invoice Transactions	1		\$1,224.54
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$7,675.70
Division 000 - Non-Div Totals							Invoice Transactions	3		\$7,675.70
Department 410 - Planning Totals							Invoice Transactions	3		\$7,675.70



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6500.700 - Training & Travel Training & Travel										
12127 - Juan Perez - reimbursement only	10-28-24	Reimbursment for Training	Paid by Check # 105705		10/28/2024	10/29/2024	10/29/2024		11/08/2024	185.75
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions	1		\$185.75
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$185.75
Division 000 - Non-Div Totals							Invoice Transactions	1		\$185.75
Department 420 - Engineering Totals							Invoice Transactions	1		\$185.75
Department 440 - Economic Dev										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.630 - Other Charges Promotional Activities										
11620 - Certified Folder Display Service, Inc.	614943	Restaurant Guide Disbursement - December 2024	Paid by EFT # 5351		11/01/2024	11/01/2024	11/01/2024		11/08/2024	329.52
Account 6600.630 - Other Charges Promotional Activities Totals							Invoice Transactions	1		\$329.52
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$329.52
Division 000 - Non-Div Totals							Invoice Transactions	1		\$329.52
Department 440 - Economic Dev Totals							Invoice Transactions	1		\$329.52
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228842	Custodial Service for October 2024	Paid by EFT # 5350		10/25/2024	11/01/2024	11/01/2024		11/08/2024	906.47
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions	1		\$906.47
Account 6360.690 - Maint & Repairs Supplies										
10726 - Ace Hardware-Parks&Recreation	089597	Cust #107	Paid by Check # 105690		10/05/2024	11/01/2024	11/01/2024		11/08/2024	102.59
10726 - Ace Hardware-Parks&Recreation	089663	Cust # 107	Paid by Check # 105690		10/13/2024	11/01/2024	11/01/2024		11/08/2024	25.09
10726 - Ace Hardware-Parks&Recreation	089718	Cust # 107	Paid by Check # 105690		10/19/2024	11/01/2024	11/01/2024		11/08/2024	87.39
Account 6360.690 - Maint & Repairs Supplies Totals							Invoice Transactions	3		\$215.07
Account 6380.150 - Utilities Comm Phone System										
10603 - Verizon Wireless	9976532160	542484588-00001	Paid by EFT # 5365		10/17/2024	11/01/2024	11/01/2024		11/08/2024	260.10
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions	1		\$260.10
Account 6400.652 - Material & Suppl Recr Special Progr / Events										
10420 - Monterey County Weekly	10-24-24CCM	digital e news letter	Paid by Check # 105709		10/24/2024	11/01/2024	11/01/2024		11/08/2024	325.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6400.652 - Material & Suppl Recr Special Progr / Events										
12072 - Zoe Rayne Alexander / The Money Band	2072	performance fee - deposit	Paid by Check # 105728		08/28/2024	11/01/2024	11/01/2024		11/08/2024	1,325.00
Account 6400.652 - Material & Suppl Recr Special Progr / Events Totals									Invoice Transactions 2	\$1,650.00
Account 6400.740 - Material & Suppl Special Dept Suppl										
10726 - Ace Hardware-Parks&Recreation	089731	Cust #107	Paid by Check # 105690		10/21/2024	11/01/2024	11/01/2024		11/08/2024	60.08
10157 - Community Hospital of the Monterey Peninsula	Oct 2024	4 AED units	Paid by Check # 105698		10/29/2024	11/05/2024	11/05/2024		11/08/2024	4,000.00
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 2	\$4,060.08
Account 6600.740 - Other Charges Special Event										
12053 - Swank Motion Pictures, Inc.	BO 2336104	0259255-500	Paid by EFT # 5363		10/25/2024	11/05/2024	11/05/2024		11/08/2024	395.00
Account 6600.740 - Other Charges Special Event Totals									Invoice Transactions 1	\$395.00
Account 6700.120 - Capital Outlay Software & Info System										
10143 - Civicplus	308558	CivicRec	Paid by EFT # 5352		09/28/2024	10/16/2024	10/16/2024		11/08/2024	15,828.75
Account 6700.120 - Capital Outlay Software & Info System Totals									Invoice Transactions 1	\$15,828.75
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 11	\$23,315.47
Division 100 - Admin Totals									Invoice Transactions 11	\$23,315.47
Division 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228842	Custodial Service for October 2024	Paid by EFT # 5350		10/25/2024	11/01/2024	11/01/2024		11/08/2024	350.00
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$350.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 1	\$350.00
Division 511 - Youth Totals									Invoice Transactions 1	\$350.00
Division 512 - Teen										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228842	Custodial Service for October 2024	Paid by EFT # 5350		10/25/2024	11/01/2024	11/01/2024		11/08/2024	474.00
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$474.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 1	\$474.00
Division 512 - Teen Totals									Invoice Transactions 1	\$474.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 510 - Recreation & Culture										
Division 513 - Senior										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228842	Custodial Service for October 2024	Paid by EFT # 5350		10/25/2024	11/01/2024	11/01/2024		11/08/2024	329.00
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions	1		\$329.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$329.00
Division 513 - Senior Totals							Invoice Transactions	1		\$329.00
Division 514 - Sports										
Sub-Division 00 - Non-Subdiv										
Account 6400.656 - Material & Suppl Recr Sports Prog										
10726 - Ace Hardware-Parks&Recreation	089808	Cust #107	Paid by Check # 105690		10/29/2024	11/01/2024	11/01/2024		11/08/2024	16.38
Account 6400.656 - Material & Suppl Recr Sports Prog Totals							Invoice Transactions	1		\$16.38
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$16.38
Division 514 - Sports Totals							Invoice Transactions	1		\$16.38
Department 510 - Recreation & Culture Totals							Invoice Transactions	15		\$24,484.85
Fund 100 - General Fund Totals							Invoice Transactions	113		\$208,744.27



Accounts Payable by G/L Distribution Report

Payment Date Range 11/08/24 - 11/08/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 130 - Library Maintenance										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	148726	Landscape Maintenance October 2024	Paid by Check # 105712		10/31/2024	11/04/2024	11/04/2024		11/08/2024	675.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		\$675.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$675.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$675.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$675.00
Fund 130 - Library Maintenance Totals							Invoice Transactions	1		\$675.00



Accounts Payable by G/L Distribution Report

Payment Date Range 11/08/24 - 11/08/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2024 313-6	PG&E 6793435313-6	Paid by Check # 105714		10/24/2024	11/05/2024	11/05/2024		11/08/2024	954.75
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions 1			\$954.75
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Oct 2024 56-104	2850 5th Ave	Paid by Check # 105707		10/31/2024	11/04/2024	11/04/2024		11/08/2024	72.89
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 1			\$72.89
Account 6400.780 - Material & Suppl Traffic Signal										
11515 - Nor Cal Signal Supply - Ellen Lynnette Poole	1317-1	Red Ball LED Clear Lens	Paid by EFT # 5358		11/03/2024	11/04/2024	11/04/2024		11/08/2024	207.27
Account 6400.780 - Material & Suppl Traffic Signal Totals							Invoice Transactions 1			\$207.27
Account 6400.800 - Material & Suppl Uniform										
10043 - VESTIS GROUP, INC./k/a ARAMARK UNIFORM & C	5110574949	PW Shop Supplies	Paid by Check # 105726		11/01/2024	10/29/2024	10/29/2024		11/08/2024	73.51
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions 1			\$73.51
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 4			\$1,308.42
Division 000 - Non-Div Totals							Invoice Transactions 4			\$1,308.42
Department 000 - Non-Dept Totals							Invoice Transactions 4			\$1,308.42
Fund 220 - Gas Tax Totals							Invoice Transactions 4			\$1,308.42



Accounts Payable by G/L Distribution Report

Payment Date Range 11/08/24 - 11/08/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 232 - Seabreeze AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	148726	Landscape Maintenance October 2024	Paid by Check # 105712		10/31/2024	11/04/2024	11/04/2024		11/08/2024	218.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		<u>\$218.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$218.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$218.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$218.00</u>
Fund 232 - Seabreeze AD Totals							Invoice Transactions	1		<u>\$218.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 11/08/24 - 11/08/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 233 - Monterey Bay Estates AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	148726	Landscape Maintenance October 2024	Paid by Check # 105712		10/31/2024	11/04/2024	11/04/2024		11/08/2024	468.00
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 1	\$468.00
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2024 313-6	PG&E 6793435313-6	Paid by Check # 105714		10/24/2024	11/05/2024	11/05/2024		11/08/2024	(45.38)
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 1	(\$45.38)
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$422.62
Division 000 - Non-Div Totals									Invoice Transactions 2	\$422.62
Department 000 - Non-Dept Totals									Invoice Transactions 2	\$422.62
Fund 233 - Monterey Bay Estates AD Totals									Invoice Transactions 2	\$422.62



Accounts Payable by G/L Distribution Report

Payment Date Range 11/08/24 - 11/08/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 235 - Cypress Cove II AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	148726	Landscape Maintenance October 2024	Paid by Check # 105712		10/31/2024	11/04/2024	11/04/2024		11/08/2024	530.00
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 1	\$530.00
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2024 313-6	PG&E 6793435313-6	Paid by Check # 105714		10/24/2024	11/05/2024	11/05/2024		11/08/2024	(45.64)
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 1	(\$45.64)
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$484.36
Division 000 - Non-Div Totals									Invoice Transactions 2	\$484.36
Department 000 - Non-Dept Totals									Invoice Transactions 2	\$484.36
Fund 235 - Cypress Cove II AD Totals									Invoice Transactions 2	\$484.36



Accounts Payable by G/L Distribution Report

Payment Date Range 11/08/24 - 11/08/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 251 - CFD - Locke Paddon										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	148726	Landscape Maintenance October 2024	Paid by Check # 105712		10/31/2024	11/04/2024	11/04/2024		11/08/2024	249.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		\$249.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$249.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$249.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$249.00
Fund 251 - CFD - Locke Paddon Totals							Invoice Transactions	1		\$249.00



Accounts Payable by G/L Distribution Report

Payment Date Range 11/08/24 - 11/08/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 252 - CFD - Dunes No. 2015-1										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.700 - Maint & Repairs Roadways										
10005 - A-1 Sweeping Service	10-28-24	CFD Dunes Street Sweeping	Paid by Check # 105689		10/28/2024	11/04/2024	11/04/2024		11/08/2024	330.00
Account 6360.700 - Maint & Repairs Roadways Totals							Invoice Transactions	1		\$330.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$330.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$330.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$330.00
Fund 252 - CFD - Dunes No. 2015-1 Totals							Invoice Transactions	1		\$330.00



Accounts Payable by G/L Distribution Report

Payment Date Range 11/08/24 - 11/08/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 462 - City Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10831 - Kompan, Inc.	INV125692	Sea Haven Park	Paid by EFT # 5356		09/06/2024	10/03/2024	10/03/2024		11/08/2024	84,000.00
10425 - Monterey Peninsula Engineering	08-09 15	Imjin Parkway Widening	Paid by Check # 105730		09/04/2024	10/30/2024	10/30/2024		11/08/2024	1,363,719.95
11762 - Raimi + Associates, Inc	24-6634	Marina GPU	Paid by EFT # 5360		10/31/2024	11/05/2024	11/05/2024		11/08/2024	43,892.75
10588 - United Site Services	INV-4903830	2830 5th Ave	Paid by Check # 105725		10/31/2024	10/29/2024	10/29/2024		11/08/2024	611.46
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 4			\$1,492,224.16
Account 6700.105 - Capital Outlay Construction										
10831 - Kompan, Inc.	INV125692	Sea Haven Park	Paid by EFT # 5356		09/06/2024	10/03/2024	10/03/2024		11/08/2024	438,848.32
Account 6700.105 - Capital Outlay Construction Totals							Invoice Transactions 1			\$438,848.32
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 5			\$1,931,072.48
Division 000 - Non-Div Totals							Invoice Transactions 5			\$1,931,072.48
Department 000 - Non-Dept Totals							Invoice Transactions 5			\$1,931,072.48
Fund 462 - City Capital Projects Totals							Invoice Transactions 5			\$1,931,072.48



Accounts Payable by G/L Distribution Report

Payment Date Range 11/08/24 - 11/08/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.030 - Prof Svc Airport Specific Plan										
10150 - Coffman Associates	24EA37-1	Professional Services- Joby Updates October	Paid by Check # 105697		10/31/2024	11/30/2024	11/04/2024		11/08/2024	14,018.00
Account 6300.030 - Prof Svc Airport Specific Plan Totals							Invoice Transactions		1	<u>\$14,018.00</u>
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
11964 - Shute Mihaly & Weinberger LLP	288515	Airport - September 2024	Paid by Check # 105719		10/29/2024	11/01/2024	11/01/2024		11/08/2024	1,617.00
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals							Invoice Transactions		1	<u>\$1,617.00</u>
Account 6300.570 - Prof Svc Other										
10588 - United Site Services	INV-4896911	781 Neeson Rd (North Tarmac)	Paid by Check # 105725		10/31/2024	11/30/2024	11/04/2024		11/08/2024	424.95
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions		1	<u>\$424.95</u>
Account 6360.050 - Maint & Repairs Building										
10239 - First Alarm	850566	3240 Imjin Rd Bldg 510 Alarm Monitoring	Paid by EFT # 5353		10/24/2024	11/25/2024	11/04/2024		11/08/2024	148.58
Account 6360.050 - Maint & Repairs Building Totals							Invoice Transactions		1	<u>\$148.58</u>
Account 6360.280 - Maint & Repairs Habitat Management Svc										
10250 - Gavilan Pest Control	0165355	781 Neeson Rd Bldg 520 Squirrels	Paid by Check # 105702		10/17/2024	11/18/2024	11/04/2024		11/08/2024	1,150.00
Account 6360.280 - Maint & Repairs Habitat Management Svc Totals							Invoice Transactions		1	<u>\$1,150.00</u>
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	000022502150	Fire Alarms Hangar 524 & 533 (9391023443)	Paid by Check # 105694		10/28/2024	12/04/2024	11/04/2024		11/08/2024	59.95
10758 - AT & T CALNET3	000022502156	AWOS-Auto Weather Service (9391023449)	Paid by Check # 105694		10/28/2024	12/04/2024	11/04/2024		11/08/2024	32.72
10758 - AT & T CALNET3	000022502151	Fire Alarms Hangar 524 & 533 (9391023444)	Paid by Check # 105694		10/28/2024	12/04/2024	11/04/2024		11/08/2024	59.95
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions		3	<u>\$152.62</u>
Account 6380.500 - Utilities Water & Sewer										
10432 - Monterey One Water - former MRWPCA	07/2024 0143- add	3220 Imjin Rd	Paid by Check # 105710		07/31/2024	11/05/2024	11/05/2024		11/08/2024	1.00
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions		1	<u>\$1.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 11/08/24 - 11/08/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.232 - Material & Suppl Fuel - Aviation Jet A										
12099 - Ascent Aviation Group Inc	1055595	Jet A Fuel	Paid by Check # 105734		10/02/2024	11/04/2024	11/04/2024		11/08/2024	23,985.33
Account 6400.232 - Material & Suppl Fuel - Aviation Jet A Totals							Invoice Transactions	1		\$23,985.33
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	10		\$41,497.48
Division 000 - Non-Div Totals							Invoice Transactions	10		\$41,497.48
Department 000 - Non-Dept Totals							Invoice Transactions	10		\$41,497.48
Fund 555 - Marina Airport Totals							Invoice Transactions	10		\$41,497.48
Grand Totals							Invoice Transactions	140		\$2,185,001.63



Accounts Payable by G/L Distribution Report

Payment Date Range 11/15/24 - 11/15/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4210963622	Mat Service City Hall	Paid by Check # 105742		11/08/2024	11/08/2024	11/08/2024		11/15/2024	62.27
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions 1			\$62.27
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Nov 2024 562-0	PG&E - 4758891562-0	Paid by Check # 105754		11/07/2024	11/08/2024	11/08/2024		11/15/2024	1,461.29
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions 1			\$1,461.29
Account 6400.565 - Material & Suppl Office Supplies										
10999 - Tyler Business Forms - The Artina Group Inc.	97606	Tyler Business Forms W-2 2024	Paid by Check # 105765		11/13/2024	11/13/2024	11/13/2024		11/15/2024	221.45
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions 1			\$221.45
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 3			\$1,745.01
Division 000 - Non-Div Totals							Invoice Transactions 3			\$1,745.01
Department 190 - Citywide Non-Dept Totals							Invoice Transactions 3			\$1,745.01
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.570 - Maint & Repairs Other Svc Agr										
10493 - Pure H2O	23381	Water Cooler Service Police & Fire 11/01/24	Paid by Check # 105756		11/01/2024	11/05/2024	11/05/2024		11/15/2024	88.55
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions 1			\$88.55
Account 6500.620 - Training & Travel POST										
11768 - Ivan Santana	11-22-24	Per Diem - Santana CNOA conference	Paid by EFT # 5380		11/12/2024	11/12/2024	11/12/2024		11/15/2024	220.00
11669 - Triston Jean - reimbursement only	11-18-24	Per Diem - Jean Radar Operator Course	Paid by Check # 105764		11/12/2024	11/12/2024	11/12/2024		11/15/2024	161.00
Account 6500.620 - Training & Travel POST Totals							Invoice Transactions 2			\$381.00
Account 6600.455 - Other Charges Leased Parking										
12070 - Open Road Investors, LLC	11-08-24	Parking Rental Fees	Paid by Check # 105752		11/08/2024	11/08/2024	11/08/2024		11/15/2024	1,600.00
Account 6600.455 - Other Charges Leased Parking Totals							Invoice Transactions 1			\$1,600.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 4			\$2,069.55
Division 000 - Non-Div Totals							Invoice Transactions 4			\$2,069.55
Department 210 - Police Totals							Invoice Transactions 4			\$2,069.55



Accounts Payable by G/L Distribution Report

Payment Date Range 11/15/24 - 11/15/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	124503	Plan review & inspection for Fire Sprinkler at Traders Joe's	Paid by Check # 105740		10/26/2024	11/05/2024	11/05/2024		11/15/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124507	Fire Alarm Technology Transfer Permit - Plan review only	Paid by Check # 105740		10/26/2024	11/05/2024	11/05/2024		11/15/2024	100.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 2	\$330.00
Account 6360.070 - Maint & Repairs Bdg Public Safety										
10459 - Overhead Door Company	144935	Station door repair at Station 2	Paid by Check # 105753		09/30/2024	11/13/2024	11/13/2024		11/15/2024	3,696.47
Account 6360.070 - Maint & Repairs Bdg Public Safety Totals									Invoice Transactions 1	\$3,696.47
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10568 - Vector Solutions Learning LLC	INV106999	Vector Scheduling/Maintenance Fee, Vector Implementation fees	Paid by EFT # 5378		11/07/2024	11/08/2024	11/08/2024		11/15/2024	3,092.17
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals									Invoice Transactions 1	\$3,092.17
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4205205607	Shop towels	Paid by Check # 105742		09/13/2024	11/05/2024	11/05/2024		11/15/2024	138.05
10129 - Cintas Corporation	4210963555	Shop towels	Paid by Check # 105742		11/08/2024	11/12/2024	11/12/2024		11/15/2024	159.99
10493 - Pure H2O	23381	Water Cooler Service	Paid by Check # 105756		11/01/2024	11/05/2024	11/05/2024		11/15/2024	113.53
10627 - Zoom Imaging Solutions	IN4458865	Police & Fire 11/01/24 Maintenance Contract - 07/17/24 to 10/16/24	Paid by Check # 105762		10/24/2024	11/12/2024	11/12/2024		11/15/2024	60.25
Account 6360.570 - Maint & Repairs Other Svc Agr Totals									Invoice Transactions 4	\$471.82
Account 6360.680 - Maint & Repairs Radio Equip										
11171 - Motorola Solutions, Inc.	8330287696	Radio Repair, Replaced defective external part	Paid by EFT # 5377		09/27/2024	11/12/2024	11/12/2024		11/15/2024	677.30
Account 6360.680 - Maint & Repairs Radio Equip Totals									Invoice Transactions 1	\$677.30
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9977188733	FD Mobile from September 25 - October 25, 2024	Paid by EFT # 5379		10/25/2024	11/13/2024	11/13/2024		11/15/2024	546.95
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$546.95



Accounts Payable by G/L Distribution Report

Payment Date Range 11/15/24 - 11/15/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.100 - Material & Suppl CSA 74 Funded										
10077 - Bound Tree Medical	85380327	G3 Med Slinger, Red BBP Resistant	Paid by Check # 105738		06/12/2024	11/13/2024	11/13/2024		11/15/2024	646.72
Account 6400.100 - Material & Suppl CSA 74 Funded Totals										Invoice Transactions 1
										<u>\$646.72</u>
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent										
12130 - The Beistle Company/FIRE SMART PROMOTIONS	118109	Fire Prevention Supplies for Open House	Paid by Check # 105759		09/24/2024	11/13/2024	11/13/2024		11/15/2024	1,208.08
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent Totals										Invoice Transactions 1
										<u>\$1,208.08</u>
Account 6400.740 - Material & Suppl Special Dept Suppl										
10927 - Ace Hardware - Fire Dept.	089894	Battery Alkln 9V	Paid by Check # 105735		11/08/2024	11/12/2024	11/12/2024		11/15/2024	10.91
10927 - Ace Hardware - Fire Dept.	089845	Smoke Detectors Btry 2 pk & glass cleaner	Paid by Check # 105735		11/02/2024	11/12/2024	11/12/2024		11/15/2024	127.78
10927 - Ace Hardware - Fire Dept.	089851	Station 2 water, grip tape and edge protection for ladder trng.	Paid by Check # 105735		11/04/2024	11/12/2024	11/12/2024		11/15/2024	35.11
11393 - Carmel Roasters, Inc.	70961	FD Coffee - 3 boxes	Paid by Check # 105741		11/13/2024	11/13/2024	11/13/2024		11/15/2024	262.20
Account 6400.740 - Material & Suppl Special Dept Suppl Totals										Invoice Transactions 4
										<u>\$436.00</u>
Account 6400.800 - Material & Suppl Uniform										
10309 - Salinas Valley Pro Squad	0229006	C. Vega - Remove reflective tape from vest	Paid by Check # 105757		10/24/2024	11/13/2024	11/13/2024		11/15/2024	300.44
10309 - Salinas Valley Pro Squad	0229033	J. Alvarenga - Service Star, Taper Class A Jacket & Shirt	Paid by Check # 105757		11/04/2024	11/13/2024	11/13/2024		11/15/2024	84.10
10309 - Salinas Valley Pro Squad	0228971	B. Bredeson - Service Star, Sew Braiding	Paid by Check # 105757		10/17/2024	11/13/2024	11/13/2024		11/15/2024	27.31
10309 - Salinas Valley Pro Squad	0228945	K. Gibson - Class A Braiding, Mult Cross	Paid by Check # 105757		10/08/2024	11/13/2024	11/13/2024		11/15/2024	40.99
10309 - Salinas Valley Pro Squad	0228944	A. Suich - Mult Cross, Braiding for Class A	Paid by Check # 105757		10/08/2024	11/13/2024	11/13/2024		11/15/2024	45.99
10309 - Salinas Valley Pro Squad	0228943	D Mendes - Mult Cross	Paid by Check # 105757		10/08/2024	11/13/2024	11/13/2024		11/15/2024	15.00
Account 6400.800 - Material & Suppl Uniform Totals										Invoice Transactions 6
										<u>\$513.83</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 11/15/24 - 11/15/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.455 - Other Charges Leased Parking										
12070 - Open Road Investors, LLC	11-08-24	Parking Rental Fees	Paid by Check # 105752		11/08/2024	11/08/2024	11/08/2024		11/15/2024	400.00
Account 6600.455 - Other Charges Leased Parking Totals							Invoice Transactions 1			\$400.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 23			\$12,019.34
Division 000 - Non-Div Totals							Invoice Transactions 23			\$12,019.34
Department 250 - Fire Totals							Invoice Transactions 23			\$12,019.34
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10728 - Ace Hardware-Public Works	089848	On call Truck	Paid by Check # 105736		11/04/2024	11/07/2024	11/07/2024		11/15/2024	21.84
10728 - Ace Hardware-Public Works	089867	Annex/City Hall	Paid by Check # 105736		11/06/2024	11/07/2024	11/07/2024		11/15/2024	39.31
10728 - Ace Hardware-Public Works	089767	Animal Shelter	Paid by Check # 105736		10/24/2024	11/07/2024	11/07/2024		11/15/2024	112.42
10250 - Gavilan Pest Control	0166290	211 Hillcrest Ave	Paid by Check # 105747		11/01/2024	11/07/2024	11/07/2024		11/15/2024	82.00
10538 - Sherwin-Williams	5523-7	City Hall	Paid by Check # 105758		11/05/2024	11/07/2024	11/07/2024		11/15/2024	190.24
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals							Invoice Transactions 5			\$445.81
Account 6360.440 - Maint & Repairs Landscape General										
10090 - California Department of Forestry and Fire Pr.	0000001607927	Gabilan Camp	Paid by Check # 105739		11/04/2024	11/07/2024	11/07/2024		11/15/2024	1,589.56
10090 - California Department of Forestry and Fire Pr.	0000001607763	Gabilan Camp	Paid by Check # 105739		11/04/2024	11/07/2024	11/07/2024		11/15/2024	1,589.56
10090 - California Department of Forestry and Fire Pr.	0000001607928	Gabilan Camp	Paid by Check # 105739		11/04/2024	11/07/2024	11/07/2024		11/15/2024	908.32
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions 3			\$4,087.44
Account 6360.445 - Maint & Repairs Maint - Perc Ponds										
10427 - Monterey Regional Waste Management District	4195766	Streets Perc pond clean up ST1	Paid by Check # 105751		11/04/2024	11/07/2024	11/07/2024		11/15/2024	88.55
10427 - Monterey Regional Waste Management District	4195493	Streets Perc pond clean up ST1	Paid by Check # 105751		11/04/2024	11/07/2024	11/07/2024		11/15/2024	72.38
10427 - Monterey Regional Waste Management District	4195835	Perc Ponds St1	Paid by Check # 105751		11/04/2024	11/07/2024	11/07/2024		11/15/2024	70.84
10427 - Monterey Regional Waste Management District	4195650	St1 perc pond	Paid by Check # 105751		11/04/2024	11/07/2024	11/07/2024		11/15/2024	125.51



Accounts Payable by G/L Distribution Report

Payment Date Range 11/15/24 - 11/15/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.445 - Maint & Repairs Maint - Perc Ponds										
10427 - Monterey Regional Waste Management District	4195313	St1 perc pond	Paid by Check # 105751		11/04/2024	11/07/2024	11/07/2024		11/15/2024	29.61
Account 6360.445 - Maint & Repairs Maint - Perc Ponds Totals							Invoice Transactions 5			\$386.89
Account 6360.690 - Maint & Repairs Supplies										
10264 - Green Rubber-Kennedy AG	S-790496	Supplies	Paid by Check # 105748		10/30/2024	11/07/2024	11/07/2024		11/15/2024	641.23
10264 - Green Rubber-Kennedy AG	S-790420	Supplies	Paid by Check # 105748		10/30/2024	11/07/2024	11/07/2024		11/15/2024	436.76
Account 6360.690 - Maint & Repairs Supplies Totals							Invoice Transactions 2			\$1,077.99
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 15			\$5,998.13
Division 311 - Buildings & Grounds Totals							Invoice Transactions 15			\$5,998.13
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
10465 - Pacific Smog	2370	Smog Inspection	Paid by Check # 105755		11/01/2024	11/07/2024	11/07/2024		11/15/2024	125.25
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions 1			\$125.25
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			\$125.25
Division 313 - Vehicle Maint Totals							Invoice Transactions 1			\$125.25
Department 310 - Public Works Totals							Invoice Transactions 16			\$6,123.38
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6330.100 - Fee Agr Costs - Planning										
10171 - CSG Consultants	58756	Marina Station	Paid by EFT # 5374		11/06/2024	11/12/2024	11/12/2024		11/15/2024	10,441.00
10189 - Denise Duffy & Associates	9487	Las Animas Concrete Processing Plant	Paid by Check # 105744		11/04/2024	11/13/2024	11/13/2024		11/15/2024	5,540.00
Account 6330.100 - Fee Agr Costs - Planning Totals							Invoice Transactions 2			\$15,981.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 2			\$15,981.00
Division 000 - Non-Div Totals							Invoice Transactions 2			\$15,981.00
Department 410 - Planning Totals							Invoice Transactions 2			\$15,981.00



Accounts Payable by G/L Distribution Report

Payment Date Range 11/15/24 - 11/15/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.070 - Prof Svc Building Plan Check & Inspection										
10171 - CSG Consultants	B241985	Building Plan Review Services 10/01/24- 10/31/24	Paid by EFT # 5374		11/01/2024	11/13/2024	11/13/2024		11/15/2024	6,952.96
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals							Invoice Transactions	1		\$6,952.96
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$6,952.96
Division 000 - Non-Div Totals							Invoice Transactions	1		\$6,952.96
Department 430 - Building Inspection Totals							Invoice Transactions	1		\$6,952.96
Fund 100 - General Fund Totals							Invoice Transactions	49		\$44,891.24



Accounts Payable by G/L Distribution Report

Payment Date Range 11/15/24 - 11/15/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 110 - Vehicle and Equipment										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.450 - Other Charges Leases & Rents										
11491 - Enterprise FM Trust - Fleet Lease payments only	FBB5179196	Lease Payment/November 24	Paid by EFT # 5375		11/20/2024	11/12/2024	11/12/2024		11/15/2024	29,368.75
Account 6600.450 - Other Charges Leases & Rents Totals							Invoice Transactions 1			\$29,368.75
Account 6700.130 - Capital Outlay Vehicles										
10323 - L.N. Curtis & Sons	INV884914	Monochrome Display, Multigas detector kit for new truck	Paid by EFT # 5376		11/08/2024	11/12/2024	11/12/2024		11/15/2024	2,347.78
Account 6700.130 - Capital Outlay Vehicles Totals							Invoice Transactions 1			\$2,347.78
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 2			\$31,716.53
Division 000 - Non-Div Totals							Invoice Transactions 2			\$31,716.53
Department 000 - Non-Dept Totals							Invoice Transactions 2			\$31,716.53
Fund 110 - Vehicle and Equipment Totals							Invoice Transactions 2			\$31,716.53



Accounts Payable by G/L Distribution Report

Payment Date Range 11/15/24 - 11/15/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 130 - Library Maintenance										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.060 - Maint & Repairs Bdg Library										
10187 - Della Mora Heating, Inc.	16304	Replace Boiler #1 at the Marina Library	Paid by Check # 105743		11/11/2024	11/21/2024	11/11/2024		11/15/2024	12,548.00
Account 6360.060 - Maint & Repairs Bdg Library Totals							Invoice Transactions	1		<u>\$12,548.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$12,548.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$12,548.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$12,548.00</u>
Fund 130 - Library Maintenance Totals							Invoice Transactions	1		<u>\$12,548.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 11/15/24 - 11/15/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Nov 2024 582-7	PG&E - 8161432582-7	Paid by Check # 105754		11/06/2024	11/08/2024	11/08/2024		11/15/2024	196.72
10463 - Pacific Gas & Electric	Nov 2024 353-7	PG&E - 9930567353-7	Paid by Check # 105754		11/06/2024	11/08/2024	11/08/2024		11/15/2024	83.97
10463 - Pacific Gas & Electric	Nov 2024 943-2	PG&E - 6150212943-2	Paid by Check # 105754		11/06/2024	11/08/2024	11/08/2024		11/15/2024	98.77
10463 - Pacific Gas & Electric	Nov 2024 720-0	PG&E - 0167505720-0	Paid by Check # 105754		11/07/2024	11/08/2024	11/08/2024		11/15/2024	1,219.08
10463 - Pacific Gas & Electric	Nov 2024 202-3	PG&E - 6594070202-3	Paid by Check # 105754		11/07/2024	11/08/2024	11/08/2024		11/15/2024	134.56
10463 - Pacific Gas & Electric	Nov 2024 085-2	PG&E - 5434906085-2	Paid by Check # 105754		11/07/2024	11/08/2024	11/08/2024		11/15/2024	115.95
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	6		<u>\$1,849.05</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	6		<u>\$1,849.05</u>
Division 000 - Non-Div Totals							Invoice Transactions	6		<u>\$1,849.05</u>
Department 000 - Non-Dept Totals							Invoice Transactions	6		<u>\$1,849.05</u>
Fund 220 - Gas Tax Totals							Invoice Transactions	6		<u>\$1,849.05</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 11/15/24 - 11/15/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10034 - American Supply Co.	3046114	Airport cleaning supplies for BJS	Paid by Check # 105737		11/08/2024	12/09/2024	11/08/2024		11/15/2024	853.79
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions 1			<u>\$853.79</u>
Account 6360.450 - Maint & Repairs Maint & Repairs										
10728 - Ace Hardware-Public Works	089764	KeyKrafter Brass keys	Paid by Check # 105736		10/24/2024	11/08/2024	11/08/2024		11/15/2024	18.29
10582 - Uline Shipping Supply	185438975	Perma Patch for Tarmac Repair	Paid by Check # 105761		11/08/2024	12/06/2024	11/08/2024		11/15/2024	628.99
Account 6360.450 - Maint & Repairs Maint & Repairs Totals							Invoice Transactions 2			<u>\$647.28</u>
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Oct 2024 56-097	3200 Imjin Rd (000056 097)	Paid by Check # 105749		10/31/2024	11/16/2024	11/13/2024		11/15/2024	598.02
10349 - Marina Coast Water District	Oct 2024 56-096	3271 Imjin Rd (000056 096)	Paid by Check # 105749		10/31/2024	11/15/2024	11/13/2024		11/15/2024	99.16
10349 - Marina Coast Water District	Oct 2024 56-051	721 Neeson Rd Bldg 533 (000056 051)	Paid by Check # 105749		10/31/2024	11/15/2024	11/13/2024		11/15/2024	278.06
10349 - Marina Coast Water District	Oct 2024 56-044	781 Neeson Rd Bldg 520 (000056 044)	Paid by Check # 105749		10/31/2024	11/15/2024	11/13/2024		11/15/2024	164.86
10349 - Marina Coast Water District	Sept 2024 56-097	3200 Imjin Rd (000056 097)	Paid by Check # 105749		09/30/2024	11/15/2024	11/13/2024		11/15/2024	564.06
10432 - Monterey One Water - former MRWPCA	Sept 2024 0143	3220 Imjin Rd (13-000143)	Paid by Check # 105750		09/30/2024	10/24/2024	11/08/2024		11/15/2024	38.70
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 6			<u>\$1,742.86</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 9			<u>\$3,243.93</u>
Division 000 - Non-Div Totals							Invoice Transactions 9			<u>\$3,243.93</u>
Department 000 - Non-Dept Totals							Invoice Transactions 9			<u>\$3,243.93</u>
Fund 555 - Marina Airport Totals							Invoice Transactions 9			<u>\$3,243.93</u>
Grand Totals							Invoice Transactions 67			<u>\$94,248.75</u>



DRAFT

Agenda Item: **10b(1)**
City Council Meeting of
November 19, 2024

MINUTES

Wednesday, November 6, 2024

**5:00 P.M. Closed Session
6:30 P.M. Open Session**

**REGULAR MEETING
CITY COUNCIL, AIRPORT COMMISSION,
MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK
SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR
AGENCY OF THE FORMER MARINA REDEVELOPMENT AGENCY
THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID).**

Council Chambers
211 Hillcrest Avenue
Marina, California

**AND
TELECONFERENCE LOCATION:¹
1004 Saga St.
Glendora, California 91741**

**Zoom Meeting URL: <https://zoom.us/j/730251556>
Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 730 251 556**

¹ Note: Pursuant to Government Code Section 54953(b), this meeting will include teleconference participation by Mayor Bruce C. Delgado from the address above. This Notice and Agenda will be posted at the teleconference location.

1. CALL TO ORDER 
2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)
MEMBERS PRESENT: Jennifer McAdams, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Liesbeth Visscher, Mayor/Chair Bruce C. Delgado
3. PUBLIC COMMENT ON CLOSED SESSION ITEMS: None
4. CLOSED SESSION:
 - a. Public Employee Performance Evaluation, Unrepresented Employee (CA Govt. Code Section 54957(b)) – City Manager
 - b. Real Property Negotiation (Govt. Code Section 54956.8)
 - i. Property: Marina Animal Shelter, APN: 033-171-025-000
Negotiating Party: California State Parks
Negotiator(s): City Manager
Terms: Price and Terms

6:30 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION

City attorney reported out Closed Session: There was no reportable action taken

5. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
6. SPECIAL PRESENTATIONS: None
7. COUNCIL AND STAFF ANNOUNCEMENTS:
 - Mayor Delgado – commented on the election results for Measure U. While the yes votes lead, the Measure needs 67% of the votes to pass and thanked the team working on getting the word out on Measure U. Congratulations to councilmembers Biala and McAdams for winning their seats and congratulations to Mike Moeller, who ran a good campaign. Commented on the MPUSD bond measure and its passing.
 - Councilmember McAdams – Commented on the voter turnout for this election year and thanked the election poll workers for volunteering their time.
8. PUBLIC COMMENT: *Any member of the public may comment on any matter within the City Council's jurisdiction that is not on the agenda. This is the appropriate place to comment on items on the Consent Agenda. Action will not be taken on items not on the agenda. Comments are limited to a maximum of three (3) minutes. General public comment may be limited to thirty (30) minutes and/or continued to the end of the agenda. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council. Whenever possible, written correspondence should be submitted to the Council in advance of the meeting, to provide adequate time for its consideration.*
- Mike Moeller – Congratulated Councilmember McAdams. Had a good time having never run for office before. Said win or lose, I walked away from this with an experience that I'll never forget and willing to do it again.
9. CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine and non-controversial. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, the Council may remove an item from the Consent Agenda for individual consideration. If an item is pulled for discussion, it will be placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*
10. CONSENT AGENDA: *These items are considered to be routine and non-controversial. All items under the Consent Agenda may be approved by one motion. Prior to such a motion being made, any member of City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, Council may remove the item from the Consent Agenda and it will be placed at the end of Other Action Items.*
 - a. ACCOUNTS PAYABLE: (Not a Project under CEQA per Article 20, Section 15378)
 - (1) Accounts Payable Check Numbers 105513-105688, totaling \$1,449,503.53
 - Accounts Payable Successor Agency Check Number 127, totaling \$36,174.99

- b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) April 30, 2024, Special Study Session
 - (2) October 15, 2024, Regular City Council Meeting
- c. CLAIMS AGAINST THE CITY:
 - (1) Staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Cynthia Wills, for a claim received on October 4, 2024.
- d. AWARD OF BID: None
- e. CALL FOR BIDS: None
- f. ADOPTION OF RESOLUTIONS: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) Adopting **Resolution No. 2024-118**, supporting the City’s application to the Pro housing Designation Program and the Pro Housing Incentive Grant Program.
 - (2) Adopting **Resolution No. 2024-119**, consenting to waiver of potential conflict of interest in connection with Goldfarb & Lipman LLP’s representation of Interim, Inc. (“Developer”) related to the construction of the Marina Kai development in the City of Marina.
 - (3) Adopting **Resolution No. 2024-120**, amending the authorized position list converting a part-time Special Events Coordinator position to a full time Recreation Specialist position.
- g. APPROVAL OF AGREEMENTS:
 - (1) Adopting **Resolution No. 2024-121**, approving the Phase 3 North/Residential Public Improvement Agreement between the City of Marina and Shea Homes, LP, (“Developer”).
- h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
- i. MAPS:
 - (1) Adopting **Resolution No. 2024-122**, approving the Phase 3 North/Residential Final Map for The Dunes on Monterey Bay Development Project Subdivision and authorizing the City Clerk to execute the Final Map on behalf of City subject to final review and approval by the City Attorney.
- j. REPORTS: (RECEIVE AND FILE):
 - (1) October 18, 2024, ReGen Board Meeting Recap.
- k. FUNDING & BUDGET MATTERS: None
- l. APPROVE ORDINANCES (WAIVE SECOND READING):
 - (1) Read by title only and consider adopting **Ordinance No. 2024-10**, amending Title 17 (Zoning Code) of the Marina Municipal Code, and amending the City of Marina Zoning Map, to implement the Downtown Specific Plan.

m. APPROVE APPOINTMENTS: None

Councilmember McCarthy – questions for agenda items 10c(1) and 10l(1).

Councilmember McAdams – question for agenda items 10f(1).

MCADAMS/MCCARTHY: TO APPROVE THE CONSENT AGENDA. 5-0-0-0 Motion Passes

11. PUBLIC HEARINGS: *In the Council's discretion, the applicant/proponent of an item may be given up to ten (10) minutes to speak. All other persons may be given up to three (3) minutes to speak on the matter.*

- a. City Council receive and file the Community Facilities District Report prepared by Goodwin Consulting; conduct a public hearing regarding the establishment of Community Facilities District No. 2024-1 (The Dunes West Side Services) and the levy of special taxes within the CFD, and types of public services to be funded by the special taxes; adopt **Resolution No. 2024-123**, establishing the Dunes West Side Services CFD (the “ROF”) and calling a special election regarding the formation of the CFD and establishing an appropriations limit for the CFD; confirm all ballots have been received; receive City Clerk certification of election results; adopt **Resolution No. 2024-124**, certifying election results; adopt **Ordinance No. 2024-11**, levying the special taxes; adopt **Resolution No. 2024-125**, approving a Services Funding Agreement with the Dunes Promenade Commercial Association and Marina Community Partners, LLC and an Indemnity Agreement with Marina Community Partners, LLC.

Mayor Pro Tem Visscher recused herself from this item due to conflict of interest.

Mayor Delgado opened the public hearing at 7:02pm for public comments. No public comments were made and the public hearing was closed at 7:35pm.

BIALA/MCADAMS: TO ADOPT RESOLUTOIN NO. 2024-123, ESTABLISHING THE DUNES WEST SIDE SERVICES CFD (THE “ROF”) AND CALLING A SPECIAL ELECTION REGARDING THE FORMATION OF THE CFD AND ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE CFD; CONFIRM ALL BALLOTS HAVE BEEN RECEIVED; RECEIVE CITY CLERK CERTIFICATION OF ELECTION RESULTS. 4-0-0-0 Motion Passes

BIALA/MCADAMS: TO ADOPT RESOLUTION NO. 2024-124, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA ACTING IN ITS CAPACITY AS A LEGISLATIVE BODY OF THE CITY OF MARINA COMMUNITY FACILITIES DISTRICT NUMBER 2024-1, ALSO KNOWN AS THE DUNES WESTSIDE SERVICES, CERTIFYING THE RESULTS OF THE ELECTIONS HELD WITHIN THE DISTRICT. 4-0-0-0 Motion Passes

MCADAMS/BIALA: TO WAIVE FURTHER READING AND INTRODUCE BY TITLE ONLY THE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2024-1, ALSO KNOWN AS THE DUNES WESTSIDE SERVICES AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN THE DISTRICT. 4-0-0-0 Motion Passes

DELGADO/MCADAMS: TO ADOPT RESOLUTION NO. 2024-125, APPROVING A SERVICES FUNDING AGREEMENT AND INDEMNITY AGREEMENT REGARDING THE PROPOSED CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2024-1. ALSO KNOWN AS THE DUNES WESTSIDE SERVICES. 4-0-0-0 Motion Passes

12. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*
13. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

Note: No additional major projects or programs should be undertaken without review of the impacts on existing priorities (Resolution No. 2006-79 – April 4, 2006).

- a. Adopting **Resolution No. 2024-126**, receiving a presentation and authorizing the City Manager to enter into an agreement with Leathers and Associates, Inc. for design services, project management services and construction supervision for a new inclusive playground at Dunes City Park, not to exceed \$1,707,771.00, subject to review and approval by the City Attorney.

Public Comments: None received

MCCARTHY/BIALA: TO ADOPT RESOLUTION NO. 2024-126, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LEATHERS AND ASSOCIATES, INC. FOR DESIGN SERVICES, PROJECT MANAGEMENT SERVICES AND CONSTRUCTION SUPERVISION FOR A NEW INCLUSIVE PLAYGROUND AT DUNES CITY PARK, NOT TO EXCEED \$1,707,771.00, SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY. 5-0-0-0 Motion Passes

- b. Adopting **Resolution No. 2024-127**, approving Amendment No. 8 to the agreement between City of Marina and Save The Whales of Seaside, California, to provide professional services for the city of marina's storm water program, authorizing the finance director to make necessary accounting and budgetary entries, and authorizing the city manager to execute the agreement on behalf of the city subject to final review and approval by the city attorney. *(not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061)*

Public Comments: None received

BIALA/VISSCHER: TO ADOPT RESOLUTION NO. 2024-127, APPROVING AMENDMENT NO. 8 TO THE AGREEMENT BETWEEN CITY OF MARINA AND SAVE THE WHALES OF SEASIDE, CALIFORNIA, TO PROVIDE PROFESSIONAL SERVICES FOR THE CITY OF MARINA'S STORM WATER PROGRAM, AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND HAVE STAFF TO COME BACK WITHIN 6 MONTHS WITH EDUCATIONAL MATERIAL ON NONA AND INVESTIGATE A SPAY AND NEUTER PROGRAM. 5-0-0-0 Motion Passes

- c. Receive a brief informational update on the status of the Mobile Vending Ordinance adopted on December 5, 2023. No action is required at this time.

Public Comments: None received

- d. Presentation by city staff on the Cypress Knolls United States Environmental Protection Agency (US EPA) Brownfield Grants Opportunities.

Public Comments:

- John Sanders – asked if this was the only presentation the public will have to comment on before taking the next steps in the process. Are there particular types of input that you hope to receive from the public this evening? Commented on being able to initiate communication with the congressman's office and with other legislative offices in the state and hopes that you're able to maintain this type of dialogue at the legislative level.
- Cristina Medina Dirksen – Gave kudos to staff. Asked if there were other grants out there once development begins? Would there be any preference given to local contractors or local marina residents or a housing program like we did with the Sea Haven development? Perfect opportunity for the public to engage. Would like to see more news flashes on the website.

14. COUNCIL & STAFF INFORMATIONAL REPORTS:

- a. Monterey County Mayor's Association [Mayor Bruce Delgado]

Mayor Delgado provided an update on the Mayor's Association meeting. Stated County of Monterey will be doing a hiring freeze and seeking public input on what can be cut from their budget.

- b. Council reports on meetings and conferences attended (Gov't Code Section 53232).

Councilmember McAdams – Attended the League of California Cities Annual meeting/expo on Oct 16-18.

Councilmember McCarthy – Attended a Defense Alliance breakfast last week, Defense Alliance is a nonprofit that has a mission to support and grow national security assets in the region.

City Manager Long – Marina hosted the Monterey Bay Area Manager's Group meeting at the end of October where I gave a presentation on Transitioning Marina and the other city managers were impressed by what Marina has done and doing. Updated Council on the Enhanced Infrastructure Financing District (EIFD) related to Joby Aviation. County adopted its EIFD policy and it's problematic in that it really doesn't do a whole lot. Marina will be meeting with the County on December 16th to review the EIFD.

15. ADJOURNMENT: The meeting adjourned at 9:10 P.M.

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

CITY of MARINA

HUMAN RESOURCES & RISK DEPARTMENT
211 Hillcrest Avenue
Marina, CA 93933
Phone: 831.884.1283
Fax: 831.384.0860



CLAIM FORM

This form is provided pursuant to Government Code Section 910.4 and shall be used by any person presenting a claim to the City of Marina under Government Code Section 810 et seq., except as provided in Government Code Sections 905 and 905.1. If additional space is needed for any of the required information, please attach additional sheets and note your name, date of claim and City of Marina.

SECTION 1: CLAIMANT INFORMATION

Gabriela R Garcia [REDACTED]
Name of Claimant Telephone Number (include area code)
[REDACTED]
Mailing Address City CA Zip Code

SECTION 2: NOTICES

The person presenting this claim desires that notices be sent to the following address:

[REDACTED] ()
Name of Claimant Telephone Number (include area code)
[REDACTED]
Mailing Address City CA Zip Code

SECTION 3: CLAIM INFORMATION

Date of the occurrence/transaction which gave rise to the claim: 6/7/2024
Month, Day & Year

Provide the location of the occurrence/transaction which gave rise to the claim. If applicable, include street address, city or county, highway number, mile post number and direction of travel.

Location of accident, Abrams drive, Marina CA 93933

Explain the circumstances of the occurrence or transaction which gave rise to the claim. State all facts that support your claim against the City of Marina and why you believe the City of Marina is responsible for the alleged damage or injury.

was hit by a vehicle driving on the wrong lane.
The Streets are too dark, the markings on the floor are
discolored in several areas.

Provide a general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim.

totaled vehicle, sustained fracture to L3 spine, head
trauma. \$52,000 in medical claims. loss of wages
over \$15,000.

Provide the name(s) of the City of Marina employee(s) causing the injury, damage or lost, if known.

Provide the amount claimed if said amount totals less than ten thousand dollars (\$10,000.00) as of the date presentation of the claim (including the estimated amount of any prospective injury, damage, or lost, insofar as it may be known at the time of the presentation of the claim), together with the basis of computation of the amount claim.

Amount Claimed: \$ 10,000

Basis for computation: the amount IS based on what I think is a fair amount based on given circumstances that may have been factors leading to this accident

If the amount claimed exceeds ten thousand dollars (\$10,000.00), do not provide the dollar amount of the claim. However, please indicate below whether the claim would be a limited civil case. A **Limited Civil Case** is one where the amount claimed does not exceed twenty-five thousand dollars (\$25,000.00). **Non-Limited Civil Case** is one where the amount may exceed twenty-five thousand dollars (\$25,000.00)

☐ Limited Civil Case

☐ Non-Limited Civil Case

SECTION 4: INSURANCE INFORMATION (OPTIONAL – MAY BE COMPLETE IF CLAIM INVOLVES A MOTOR VEHICLE)

Has a claim for the alleged damage/injury been filled or will it be filed with your insurance carrier?

☒ Yes (If marked, please provide information below.

☐ No

Name of Insurance Carrier

()

Telephone Number (include area code)

Mailing Address

City

State

Zip Code

Policy Number: _____

Deductible: \$ _____

Name of registered owner(s) of the vehicle: _____

Vehicle Make: _____ Model: _____ Year: _____

SECTION 5: REPRESENTATIVE INFORMATION (OPTIONAL – MAY BE COMPLETED IF FILED BY ATTORNEY OR REPRESENTATIVE)

Name of Attorney/Representative

()

Telephone Number (include area code)

Mailing Address

City

State

Zip Code

Is the claim filed on behalf of minor? ☐ Yes ☐ No

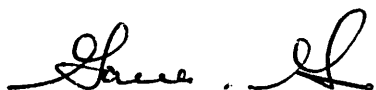
If yes, please indicate:

Relationship to minor: _____

Minor's date of birth: _____
Month, Day & Year

SECTION 6: ADVISORY - CONDITION OF A FELONY

Section 72 of the Penal Code provides that "every person who, with intent to defraud, presents for allowance or for payment to any State Board or Officer, or to any county, town, city, district, ward, or village, board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony."

SECTION 7: CLAIMANT'S SIGNATURE (OR REPRESENTATIVE)

Signature of Claimant or Claimant's Attorney /Representative

10/30/24

Date

SECTION 8: SUBMISSION OF CLAIM FORM

Completed claim forms must be submitted by personal delivery or by United States mail, postage paid, to the following address:

City of Marina
Attention: Risk Management Department
211 Hillcrest Avenue
Marina, CA 93933

This form must be completed in detail and provide pertinent information required to process the claim and avoid delays. Missing and incomplete information is necessary in order to advance your claim through the City's claims handling process in a timely manner.

You will receive a notification from Marina's Risk Manager regarding the initial handling of your claim. The Risk Management Department will provide a copy of your claim to the Claims Adjuster at MBASIA (Monterey Bay Area Self Insurance Authority), the City's Risk Management Authority. The Claims Adjuster will also notify you that your claim has been received and is being investigated. You may contact the Claims Adjuster, NAME, directly at PHONE NUMBER after you are notified your claim was received in that office.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
November 19, 2024

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-,
APPROVING ADVERTISING AND CALL FOR BIDS FOR THE GLORYA
JEAN TATE PARK IMPROVEMENTS PHASE 2 PROJECT.**

REQUEST: It is requested that the City Council consider:

1. Adopting Resolution No. 2024-, for the approval to advertise and call for bids for the construction of the Glorya Jean Tate Park Improvements Phase 2 Project.

BACKGROUND:

In 2005 the City of Marina adopted a Parks and Recreation Facilities Master Plan. One of the key goals of this plan was to, “Prioritize the improvement of existing parks and development of new parks.” The City Council has prioritized the funding, design, and construction of city parks including the new Sea Haven Park and Dunes City Park and the renovation of the existing Glorya Jean Tate Park, Windy Hill Park, and Preston Park.

The funding for these parks improvements primarily comes from the Park Impact fee which is charged to each new residential building permit that is issued and is approximately \$10,500 per single family unit. This fee provides for the development of new parks, impacted by the new homes being built.

Many public meetings and open houses have been held for improvements to city parks, particularly Sea Haven, Glorya Jean Tate and Dunes City Park. An open house on parks design was held on November 13th, 2018. At the open house, community members viewed plan sheets that showed the existing parks and bubble diagrams containing elements identified in master plans.

The parks concept plans were presented to a joint Public Works Commission and Recreation and Cultural Services Commission on February 21, 2019. The Commissioners received the presentation, heard comments from the public, and made recommendations for changes.

On April 9, 2019, the City Council passed Resolution 2019-36, receiving presentations on various park concept plans and provided comments. The revised concept plan for Glorya Jean-Tate Park served as a basis for the pump track and future park improvement designs. In subsequent meetings the council has approved final design plans for Sea Haven and Glorya Jean Tate Parks.

On August 3, 2022, Resolution 2022-104, the City Council approved amendment 1 to the On-Call Landscape Architectural Services Agreement with Verde Design, Inc. for the design and preparation of construction documents for the Glorya Jean Tate Park Improvements Phase 2 Project. The project was put on hold while evaluating playground equipment on various City parks. Early this year the City staff worked with Verde and Kompan to check the viability of the play equipment purchased for the Sea Haven Park for the Glorya Jean Tate Park playground area.

The first phase of the Glorya Jean Tate Park was the construction of the Pump Track and Restroom Improvements. The City Council accepted completion of the Pump Track on October 17, 2023, Resolution No. 2023-101. The Restroom Improvement was completed through the General Building On-Call Contract.

On June 8, 2024, Resolution 2024-71, the City Council approved the following:

- Final design of Sea Haven Park including relocating playground equipment originally purchased for Sea Haven Park to Glorya Jean Tate Park.
- Final design of Glorya Jean Tate Park with provisions for staff to find a safer alternative for parking along Cardoza Avenue and relocation of the dog park for additional parking.
- Transfer of unexpended fund balance of approximately \$1,813,136 from Glorya Jean Tate Park (Capital Project # QLP2119) to Sea Haven Community Park (Capital Project # QLP 2016).

On November 13, 2024 Tree Committee adopted Resolution No. 2024-04 (**EXHIBIT B**), approved the removal of seven (7) non-native Lollypop trees (*Myoporum Laetum*). The project includes planting 52 evergreen trees from the approve tree list and arborist recommendations, sufficient to meet the 2:1 tree replacement requirement.

ANALYSIS:

The Glorya Jean Tate Park Improvements, Phase 2 project, shown on Illustrative plan, **EXHIBIT A**, highlights the following park elements;

- Dog Park, sectioned to separate the smaller dogs from that of the larger dogs.
- Basketball court, two pickleball courts, exercise/fitness area and horseshoe/cornhole court.
- Picnic areas with pavilions.
- Open turf area and walkways in and around the park.
- Landscaping, including planting new 52 evergreen trees
- Park entrances at Reservation Road and along Cardoza Avenue.
- Parking extension (23 additional parking stalls) with Electric Vehicles (EV) charging stations.
- Play area, using play equipment initially procured for the Sea Haven Community Park.

The work included in this call for bids is the construction of the park elements mentioned above, including infrastructure to support the installation of the playground and fitness equipment. The playground and fitness equipment, installation and necessary surfacing were purchased by the City directly from Kompan and not included in this call for bids.

Construction of the Glorya Jean Tate Park Improvements Phase 2 project will be coordinated and closely monitored to allow the construction of the park improvements and installation of playground equipment and fitness equipment smoothly minimizing conflicts and delays.

Staff reviewed traffic circulation, vehicles and pedestrians, along Cardoza Avenue adjacent to the park. On-street parking is not the safest option for overflow parking to support the park, but it is not uncommon. Path of travel sign “USE SIDEWALK AND CROSSWALKS TO GLORYA JEAN TATE PARK” will be installed along the on-street parking at the east side of Cardoza Avenue. Cardoza Avenue and Abdy intersection is currently two-way stop with Cardoza Avenue as through street. Staff will evaluate the intersection after the park opened and check if a four-way stop is warranted.

FISCAL IMPACT:

This action, approving advertising and call for bids, does not have fiscal impact. This is an approved CIP project with a funding amount of \$ 1,700,000 (Prior Years), \$3,150,000 (FY 2023-2024), and \$3,150,000 (FY 2024-25) for a total project funding of \$8,000,000.

Resolution 2024-71 authorized a transfer of unexpended fund balance of approximately \$1,813,136 from Glorya Jean Tate Park (Capital Project # QLP2119) to Sea Haven Community Park (Capital Project # QLP 2016).

The Engineer's Opinion of Probable Construction Cost for this project is \$4,700,000. If an award is made for this project funding will come from Capital Project # QLP2119.

California Environmental Quality Act (CEQA)

This approval to advertise and call for bids for the construction of the Glorya Jean Tate Park Improvements Phase 2 Project is not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

CONCLUSION:

This request is submitted to the City Council for consideration and input.

Respectfully submitted,

Elvira Morla-Camacho, P.E., QSD/P
Project Management Services
Wallace Group

REVIEWED/CONCUR:

Andrea M. Willer, Ed. D.
Recreation & Cultural Services Director
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-,
APPROVING ADVERTISING AND CALL FOR BIDS FOR THE GLORYA
JEAN TATE PARK IMPROVEMENTS PHASE 2 PROJECT.

WHEREAS, one of the key goals of the City of Marina Parks and Recreation Facilities Master Plan is to, “prioritize the improvement of existing parks and development of new parks.”; and

WHEREAS, the City Council has prioritized the funding, design, and construction of new city parks public and renovating existing city parks; and

WHEREAS, the parks concept plans were presented to a joint Public Works Commission and Recreation and Cultural Services Commission on February 21, 2019. The Commissioners received the presentation, heard comments from the public, and made recommendations for changes; and

WHEREAS, on April 9, 2019, the City Council passed Resolution 2019-36, receiving presentations on park concept plans for Sea Haven Park and provided comments; and

WHEREAS, on August 3, 2022, the City Council passed Resolution 2022-104 approving amendment No. 1 to the On Call Landscape Architectural Services with Verde Design, Inc. to allow the design and preparation of bidding documents for the Glorya Jean Tate Park Improvements, Phase 2; and

WHEREAS, on January 26, 2023, a community outreach meeting was held to collect input on the proposed playground equipment. Early this year the City staff worked with Verde and Kompan to check the viability of the play equipment purchased for the Sea Haven Park for the Glorya Jean Tate Park playground area; and

WHEREAS, on June 8, 2024, Resolution 2024-71, the City Council approved Final design of Glorya Jean Tate Park with provisions for staff to find a safer alternative for parking along Cardoza Avenue and relocation of the dog park for additional parking; and

WHEREAS, on June 8, 2024, Resolution 2024-71, the City Council approved Transfer of unexpended fund balance of approximately \$1,813,136 from Glorya Jean Tate Park (Capital Project # QLP2119) to Sea Haven Community Park (Capital Project # QLP 2016); and

WHEREAS, the Glorya Jean Tate Park Improvements, Phase 2 project (QLP 2119) is included in the Capital Improvement Program with a budget of \$8M; and

WHEREAS, on November 13, 2024 Tree Committee Resolution No. 2024-04, approved the removal of seven (7) non-native Lollypop trees (*Myoporum Laetum*).The project includes planting 52 evergreen trees from the approve tree list and arborist recommendations, sufficient to meet the 2:1 tree replacement requirement; and

WHEREAS, the Glory Jean Tate Park Improvements, Phase 2 project includes the following park elements; dog park, basketball court, two pickleball courts, exercise/fitness area and horseshoe/cornhole court, picnic areas with pavilions, open turf area, landscaping and walkways in and around the park, park entrances at Reservation Road and along Cardoza Avenue, parking extension with EV charging stations and playground area; and

WHEREAS, approval to advertise and call for bids for the construction of the Glorya Jean Tate Park Improvements Phase 2 Project is not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Marina that does hereby:

1. Approve to advertise and call for bids for the construction of the Glorya Jean Tate Park Improvements Phase 2 Project

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th day of November 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

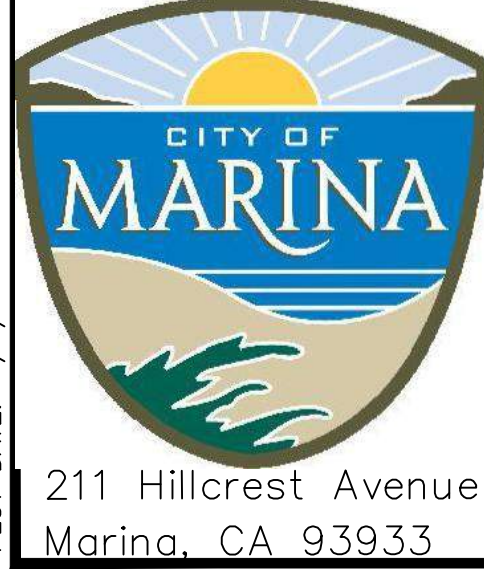
ATTEST:

Anita Sharp, Deputy City Clerk

NOTES:
THIS ILLUSTRATIVE PLAN IS FOR VISUAL INFORMATION ONLY, USE
CONSTRUCTION SHEETS FOR EXECUTION OF WORK.



FILE NAME: CRV.DWG
PLOT DATE: 11/8/2024 4:04 PM
BY: STATION41

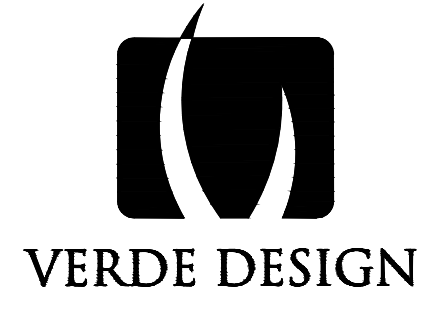


CITY OF MARINA
DEPARTMENT OF PUBLIC WORKS

SCALE: SEE PLAN

ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS
0 1 2

REVISIONS					
NO.	BY	DATE	DESCRIPTION	APPROVED BY	DATE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					



LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN
2455 The Alameda
San Jose, CA 95050
tel: 408.985.7200
fax: 408.985.7260
www.VerdeDesignInc.com



GLORIJIA JEAN TATE PARK IMPROVEMENTS
PHASE 2

ILLUSTRATIVE PLAN
TO.2

DESIGNED BY	DRAWN BY	CHECKED BY	JOB NUMBER	SHEET	OF
VERDE	AZ	DFC/DM	QLP2119	3	45

TREE COMMITTEE RESOLUTION NO. 2024-04

TREE COMMITTEE RESOLUTION RECOMMENDING THAT THE CITY COUNCIL APPROVE TREE REMOVAL PERMIT (TR 24-005) FOR THE REMOVAL OF SEVEN (7) TREES IN THE PUBLIC RIGHT-OF-WAY ADJOINING GLORYA JEAN TATE PARK. THIS RECOMMENDATION IS SUBJECT TO REPLACEMENT AT A 2:1 RATIO AND IS EXEMPT FROM ENVIRONMENTAL REVIEW PER § 15304 OF THE CEQA GUIDELINES.

WHEREAS, the City of Marina City Council has authorized substantial renovations and redevelopment of Glorya Jean Tate Park (Park) including the development of new landscaping, hardscape trails and gathering places, and other improvements around the exterior perimeter of the Park which will result in damage to several of the existing trees;

WHEREAS, on October 14, 2024, the Contract City Engineer submitted application materials including an Arborist Report (Denise Duffy & Assoc., Oct. 11, 2024) prepared by a qualified arborist, in support of the proposed tree removal. The Arborist Report is included herein and referenced as **Exhibit A** to this document;

WHEREAS, on November 13, 2024, at a duly noticed public hearing, the Tree Committee considered TP 2024-005 requesting the removal of seven (7) non-native Lollypop trees within the public road right-of-way adjoining the south and east sides of the Park;

WHEREAS, after receiving public testimony and reviewing the information provided in **Exhibit A** referenced herein, the Committee recommends that trees numbered 531, 533-538 on the Exhibit be removed;

WHEREAS, the findings and conclusions made by the Tree Committee in this resolution are based upon the oral and written evidence presented as well as the entirety of the administrative record for the proposed project, which is incorporated herein by this reference. The findings are not based solely on the information provided in this resolution;

WHEREAS, the project is exempt from environmental review per Section 15304 of the CEQA Guidelines which allows minor alterations to land.

NOW THEREFORE BE IT RESOLVED that the Tree Committee, based on findings and conditions of approval (**Exhibit "B"**), and CEQA exemption, does hereby recommend that the City Council approve the removal of seven (7) trees subject to Chapter 17.62 of the Marina Municipal Code.

PASSED AND ADOPTED by the Tree Committee of the City of Marina at a duly noticed special on the 13th day of November, 2024, by the following vote:

AYES, MEMBERS: ELVIRA, ST. JOHN, MARKHAM, GARDNER

NOES, MEMBERS: NONE

ABSENT, MEMBERS: SIMMONS

ABSTAIN, MEMBERS: NONE


Jackie Gardner, Vice Chair

ATTEST:


Nicolas McIlroy, AICP
Senior Planner
City of Marina

Exhibit A

Arborist Report prepared by Denise Duffy & Assoc. (DD&A) dated October 11, 2024



DENISE DUFFY & ASSOCIATES, INC.
PLANNING AND ENVIRONMENTAL CONSULTING

Date: October 11, 2024

To: Elvie Camacho, Senior Civil Engineer
Wallace Group

From: Patric Krabacher, ISA Certified Arborist 11759
Denise Duffy & Associates, Inc.

RE: Arborist Report for the City of Marina Glorya Jean Tate Improvements – Phase 2 Project

Denise Duffy & Associates, Inc. (DD&A) is contracted by the City of Marina (City) to provide on-call environmental consulting services for City projects. This Arborist Report was prepared to satisfy the requirements of City Municipal Code Section 17.62 prior to the construction of the proposed Glorya Jean Tate Park Improvements – Phase 2 Project (project, **Appendix A**), which would require tree removal. In support of this effort, DD&A conducted an inventory of trees within the vicinity of the project which are proposed for improvements. This Arborist Report documents the results of the tree inventory, recommends tree removal where necessary to facilitate construction, and recommends mitigation to avoid, minimize, or mitigate potential adverse impacts of tree removal.

METHODS

Limitations

It is not the intent of this report to provide a monetary valuation of the trees or provide risk assessment for any tree on this parcel, as any tree can fail at any time. No clinical diagnosis was performed on any pest or pathogen that may or may not be present within the site. In addition to an inspection of the property, DD&A relied on information provided by the City and/or the City's consultants (e.g., survey boundaries, property boundaries, project description) to prepare this report, and must reasonably rely on the accuracy of the information provided. DD&A shall not be responsible for another's means, methods, techniques, schedules, or procedures, or for contractor safety or any other related programs, or for another's failure to complete work in accordance with approved plans and specifications.

Regulatory Setting

City of Marina Municipal Code

MMC Section 17.62.030 requires a tree removal permit to remove, damage, or relocate, or cause to be removed, damaged, or relocated any tree on any property within City limits, unless exempted by MMC Sections 17.62.040 or 17.62.050. MMC Section 17.62.030 also prohibits construction activities within the root zone dripline of any tree, unless these activities are conducted in compliance with tree protection guidelines adopted by resolution of the planning commission.

MMC Section 17.62.060 requires replacement trees and/or payment based upon the replacement of the healthy trees to be removed on a minimum two-for-one basis or multiplied by three for each tree removed in violation of City Code.

MMC defines “tree” as any living woody perennial plant having a single stem of six (6) inches or more diameter at breast height (DBH; measured at 4.5 feet above ground) or a multi-stemmed plant having an aggregate diameter of ten inches or more measured at DBH, and any living woody perennial plant which was planted in accordance with requirements of an approved compensation plan or was planted as part of a landscaping plan approved by the City. MMC defines “dripline” as the greater of the outermost edge of the tree’s canopy, or fifteen times DBH measured from the center point of the tree. Saplings which do not meet MMC’s definition of a tree (i.e., are less than six [6] inches DBH) are not protected by City Code.

California Fish and Game Code

Section 3503 of the California Fish and Game Code states that it is “unlawful to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto.” Section 3503.5 prohibits the killing, possession, or destruction of any birds in the orders Falconiformes or Strigiformes (birds-of-prey). Section 3511 prohibits take or possession of fully protected birds. Section 3513 prohibits the take or possession of any migratory nongame birds designated under the federal Migratory Bird Treaty Act. Section 3800 prohibits the take of nongame birds.

Survey Methods

DD&A ISA Certified Arborist Patric Krabacher conducted an inventory of trees at the project site on October 8, 2024. The tree inventory included the mapping and tagging of all trees, as defined by City Code, within the project site. Trees were inventoried with City Code, as follows:

- All trees 6” diameter at breast height (DBH) or greater were tagged with a global positioning system (GPS) location and a numbered aluminum marker (on the most feasible/visible location possible).
- Diameter was recorded at breast height (4.5 feet above ground) or, for multi-stemmed trees, at the most representable location.
- Multi-stemmed trees were recorded as one tree if the root crown (the point where the trunk meets natural grade) was contiguous. Multi-stemmed tree DBH was calculated by taking the square root of the squared sum of all stems measured ($\sqrt{\text{Stem 1 DBH}^2 + \text{Stem 2 DBH}^2 + \text{Stem 3 DBH}^2 \dots}$). This equation returns the diameter at the base of the tree (Chojnacky, 1999).
- Species, size, and health class were recorded for each tree. Tree health was recorded based on the following definitions:
 - *Good*. Tree is healthy and vigorous, as indicated by foliage color and density, and has no apparent signs of insect, disease, structural defects, or mechanical injury. Tree has good form and structure.
 - *Fair*. Tree is in average condition and vigor for the area, but may show minor insect, disease, or physiological problems. Trees in fair condition may be improved with correctional pruning.
 - *Poor*. Tree is in a general state of decline. Tree may show severe structural or mechanical defects which may lead to failure, and may have insect or disease damage, but is not dead.

Tree health was evaluated by visually inspecting each tree from its root crown to its foliar canopy for signs of decay, disease, or insect infestations. In accordance with MMC’s definition of a “tree,” dead trees were not inventoried.

Tree tolerance to construction was also gathered while reviewing the proposed project plans and how the proposed project would impact each individual tree. Tolerance levels were defined as the following:

- *High*. Trees with a high tolerance are likely to remain healthy throughout construction.
- *Medium*. Trees with a medium tolerance will require tree protection throughout construction to remain healthy during and post construction.
- *Low*. Trees with a low tolerance rating may require removal, trimming, and/or additional tree protection to remain healthy during and post construction.

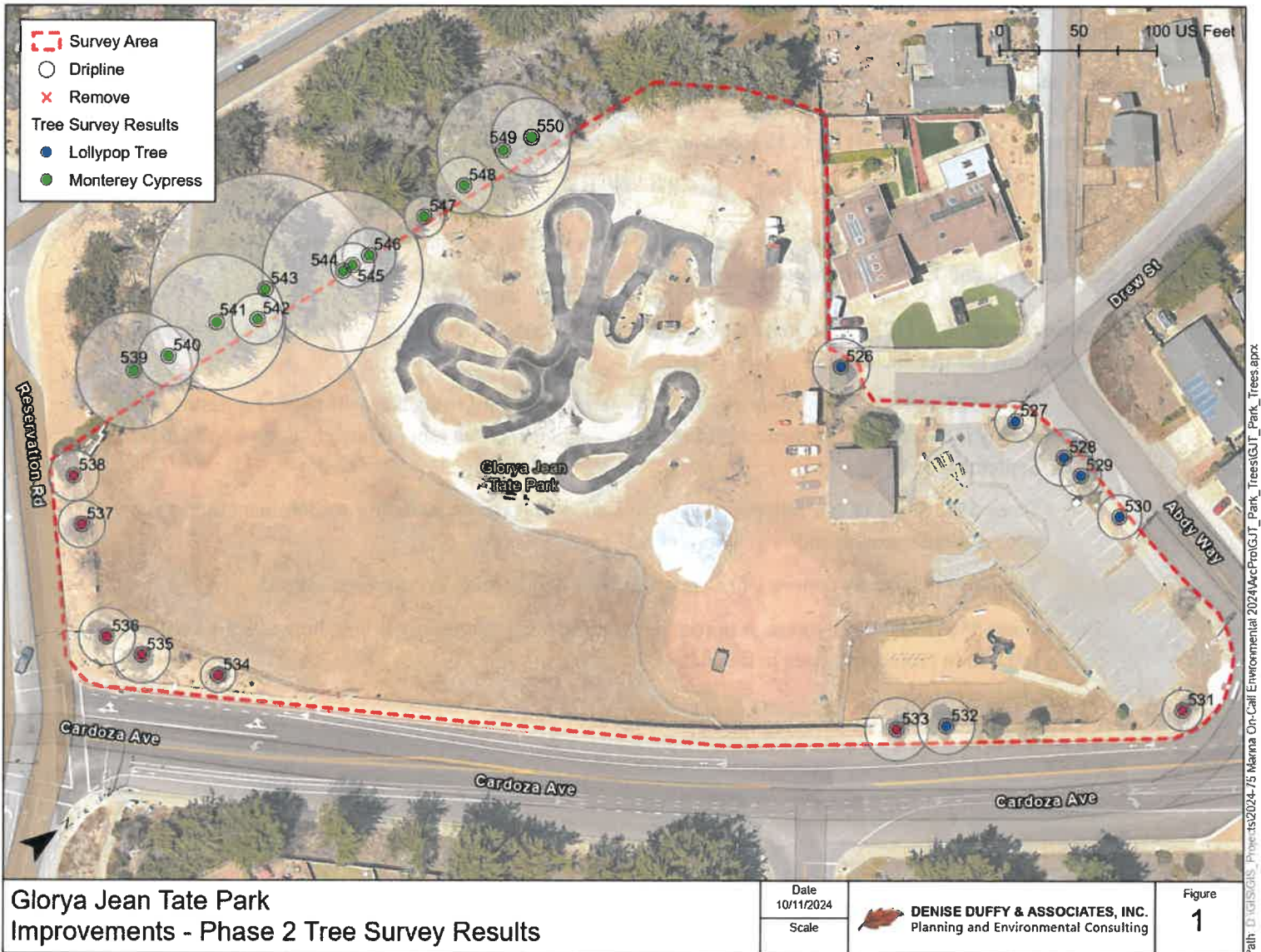
GPS data were collected using a Trimble® TDC600 GPS and were then digitized using Trimble® TerraFlex and ESRI® ArcGIS 10.4. GPS data were collected using geographic coordinate system Universal Transverse Mercator (UTM) Zone 10 North and the World Geodetic System 1984 (WGS84) datum.

RESULTS

DD&A inventoried 25 trees in the proposed project site, including 12 Monterey cypresses (*Hesperocyparis macrocarpa*), and 13 lollypop trees (*Myoporum laetum*) (**Figure 1; Appendix B**).

Approximately 68% (17) of the trees are in fair (healthy) condition; the rest (8) are in poor condition. Observations per tree include:

- Trees 527 and 529, both Monterey lollypop trees, have bird nests that will require a nesting bird survey if the project commences during the nesting bird season (approximately February 1 through September 15).
- Trees 531, 534-538 (all lollypop trees) have structural issues including co-dominant stems with poor response growth and/or girdling roots.
- Trees 539 (Monterey cypress), has crown dieback and appears to have been topped.
- Trees 550 (Monterey cypress, is uprooting with the root plate visibly lifting; however, tree will not fall within project if it does in fact fail.



DISCUSSION

DD&A is recommending the removal of seven (7) trees (**Figure 1**), all of which are lollypop trees (**Appendices B and C**). It is anticipated these seven (7) trees would not survive construction of the project due to their declining health or proximity to construction. In addition, lollypop trees are an invasive species per the California Invasive Plant Council (Cal-IPC). Lollypop trees are now ranked as “Moderate”, per Cal-IPC which is defined as:

“These species have substantial and apparent-but generally not severe-ecological impacts on physical processes, plant and animal communities, and vegetation structure. Their reproductive biology and other attributes are conducive to moderate to high rates of dispersal, though establishment is generally dependent upon ecological disturbance. Ecological amplitude and distribution may range from limited to widespread”.

It is also anticipated that the remaining trees in the project site can be avoided during construction or protected in place (**Appendix D**).

In accordance with City Code, a tree removal permit from the City would be required to remove all living trees, including trees in poor condition; however, poor (or unhealthy) trees do not require mitigation in the form of replacement per City Code. Therefore, the City must acquire a tree removal permit from the Planning Commission for the seven (7) trees prior to construction. Tree removal must conform to any requirements established in the approved tree removal permit. In accordance with City Code and California Fish and Game Code, the following measures are recommended to avoid or minimize impacts potential adverse impacts resulting from tree removal:

1. Work should be timed to avoid the breeding and nesting season for raptors and other protected avian species. If work must occur during the avian breeding and nesting season (approximately February 1 through September 15), surveys for nesting birds shall be conducted no more than 15 days prior to project activities in all areas within 300 feet of the project footprint that may provide suitable nesting habitat. If nesting birds are identified during surveys, an appropriate buffer shall be imposed within which no work or disturbance will take place (generally 300 feet in all directions). A qualified biologist shall be on-site during work re-initiation in the vicinity of the nest offset to ensure that the buffer is adequate and that the nest is not stressed and/or abandoned. No work shall proceed in the vicinity of an active nest until such time as all young are fledged, or until after September 16, when young are assumed fledged.
2. To reduce impacts to trees not scheduled for removal, the tree removal contractor shall implement the best managements practices for working near trees established in **Appendix D**. Trees which will be retained on site shall be allowed to develop their natural forms and shall not be trimmed as topiaries or other unnatural forms.
3. Prior to ground-disturbing activities, the project contractor shall install protective fencing around trees directly adjacent to the work area which are not scheduled for removal. Protective fencing shall be maintained throughout the duration of construction. A qualified arborist, forester, or biological monitor shall conduct a site visit weekly throughout the duration of construction to ensure that protective fencing remains intact. Recommendation

4. A qualified arborist, forester, or biological monitor shall be on-site during all initial ground-disturbing activities and vegetation removal. Following initial ground-disturbing activities, the qualified arborist, foresters, or biological monitor shall conduct a site visit weekly throughout the duration of construction to ensure that the tree protection measures identified in **Appendix D** are implemented.

Due to the lack of canopy or urban forest within the site, it is also recommended that all trees be replanted regardless of their condition and species. Recommended species in addition to those already identified in **Appendix A** to be planted to offset the removal of the seven (7) trees include:

- Coast beefwood (*Casuarina strict*)
- Brisbane box (*Lophostemon Conifertus*)
- Catalina ironwood (*Lyonothamnue floribundus*)
- Monterey Cypress (*Hesperocyparis macrocarpa*)

This recommendation would include the replacement of all seven (7) trees at a 2:1 ratio for a total of 14 replacement plantings.

If you have any comments or questions about this report, please contact Patric Krabacher at pkrabacher@ddaplanning.com or (831) 373-4341 ext. 29.

REFERENCES

David C. Chojnacky. 1999. Converting Tree Diameter Measured at Root Collar to Diameter at Breast Height.

APPENDIX A

Glorya Jean Tate Park Improvements Project – Phase 2

Site Plans





APPENDIX A

Tree Table

Tag#	Scientific Name	Common Name	Individual Stem DBH (in)				Total DBH (in)	Tree Dripline Per MMC (ft)	Tree Protection Zone (ft)	Health	Recommendation	Tolerance to Construction	Comments
526	Myoporum laetum	Lollypop Tree	14				14	18	7	Fair	Protect in Place	Low	Girdling Roots
527	Myoporum laetum	Lollypop Tree	6	8			10	13	5	Fair	Protect in Place	Medium	Bird Nest
528	Myoporum laetum	Lollypop Tree	14				14	18	7	Fair	Protect in Place	Low	Girdling Roots
529	Myoporum laetum	Lollypop Tree	10				10	13	5	Fair	Protect in Place	Medium	Bird Nest
530	Myoporum laetum	Lollypop Tree	11				11	14	6	Poor	Protect in Place	Low	Girdling Roots, Codominant Stems
531	Myoporum laetum	Lollypop Tree	10				10	13	5	Poor	Remove	Low	Girdling Roots, Crown Dieback
532	Myoporum laetum	Lollypop Tree	14				14	18	7	Fair	Protect in Place	Low	
533	Myoporum laetum	Lollypop Tree	16				16	20	8	Fair	Remove	Low	
534	Myoporum laetum	Lollypop Tree	9				9	11	5	Poor	Remove	Low	Girdling Roots
535	Myoporum laetum	Lollypop Tree	14				14	18	7	Fair	Remove	Low	Girdling Roots
536	Myoporum laetum	Lollypop Tree	14				14	18	7	Poor	Remove	Low	Girdling Roots
537	Myoporum laetum	Lollypop Tree	12				12	15	6	Poor	Remove	Low	Girdling Roots
538	Myoporum laetum	Lollypop Tree	13				13	16	7	Poor	Remove	Low	Girdling Roots
539	Hesperocyparis macrocarpa	Monterey Cypress	22	19	7		30	37	15	Poor	Protect in Place	Low	Topped
540	Hesperocyparis macrocarpa	Monterey Cypress	15				15	19	8	Fair	Protect in Place	Low	
541	Hesperocyparis macrocarpa	Monterey Cypress	6	10	16	28	34	43	17	Fair	Protect in Place	Low	
542	Hesperocyparis macrocarpa	Monterey Cypress	13				13	16	7	Fair	Protect in Place	Medium	
543	Hesperocyparis macrocarpa	Monterey Cypress	58				58	73	29	Fair	Protect in Place	Low	
544	Hesperocyparis macrocarpa	Monterey Cypress	16	25	28		41	51	20	Fair	Protect in Place	Low	
545	Hesperocyparis macrocarpa	Monterey Cypress	11				11	14	6	Fair	Protect in Place	Medium	
546	Hesperocyparis macrocarpa	Monterey Cypress	6	6	7	8	14	17	7	Fair	Protect in Place	Medium	
547	Hesperocyparis macrocarpa	Monterey Cypress	10				10	13	5	Fair	Protect in Place	Medium	
548	Hesperocyparis macrocarpa	Monterey Cypress	8	12			14	18	7	Fair	Protect in Place	Low	
549	Hesperocyparis macrocarpa	Monterey Cypress	24	23			33	42	17	Fair	Protect in Place	Low	
550	Hesperocyparis macrocarpa	Monterey Cypress	20				20	25	10	Poor	Protect in Place	Low	Tree uprooting

APPENDIX B

Photo Log



526.JPEG



527.JPEG



528.JPEG



529.JPEG



530.JPEG



531.JPEG



532.JPEG



533.JPEG



534.JPEG



535.JPEG



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541.JPEG



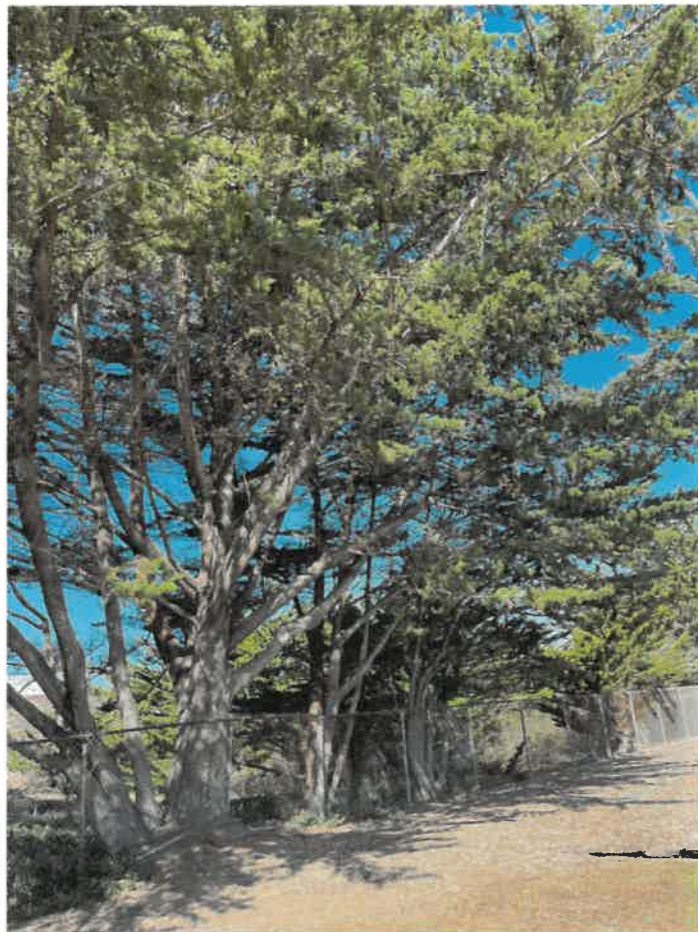
542.JPEG



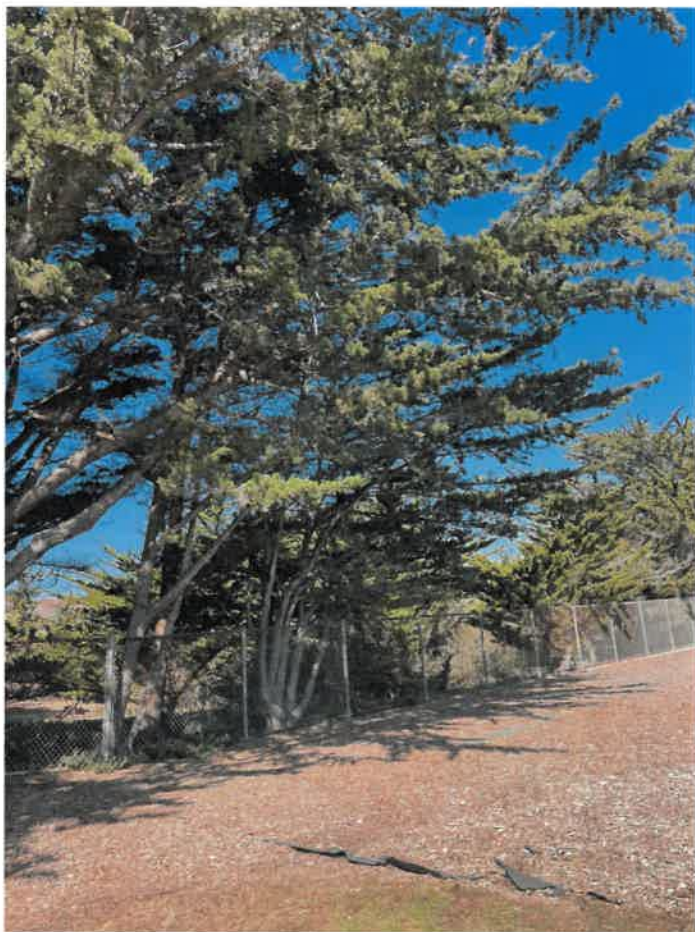
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APPENDIX C

Best Management Practices for Working Near Trees

Tree Protection and Best Management Practices (BMPs)

Prior to the commencement of project related activities, the following tree BMPs shall be implemented and approved by a qualified arborist or forester:

- Trees located adjacent to the construction area shall be protected from damage by construction through the use of temporary fencing and wrapping of trunks with protective materials.
- Fencing shall consist of chain link, supported snowdrift or plastic mesh, hay bales, or field fence. Fencing shall have cross bracing (typically 2x4 material) on both the top and lower edges of the fencing material to prevent sagging and provide lateral support. Fencing shall stand a minimum height of four feet above grade and be placed to the farthest extent possible from the base of the trees, protecting the trees drip line area (typically 10-12 feet away from the base of a tree).
- In the cases where access or space is limited it is permissible to protect trees within the 10-12-foot distance after determination and approval are made by a qualified forester or arborist.
- Soil compaction, parking of vehicles or heavy equipment, stockpiling of construction materials, and/or dumping of materials is not permitted adjacent to trees on the property, especially within fenced areas.
- Fenced areas and the trunk protection materials shall remain in place during the entire construction period. Torn or damaged roots shall be cleanly cut to sound wood wherever possible to minimize decay entry points. Any roots found that must be cut should be cut by manually digging a trench and cutting exposed roots with a saw, vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root pruning equipment. No tree seals shall be used as the seal material only promotes decay.
- A mulch layer up to approximately 4 inches deep should be applied to the ground under-protected trees following construction. Only 1 to 2 inches of mulch should be applied within 1 to 2 feet of the trunk, and under no circumstances should any soil or mulch be placed against the root crown (base) of trees. The best source of mulch would be from chipped material generated on-site.
- Irrigation should be that of normal for exterior planting. Normal watering means that soil should be kept evenly moist and watered regularly, as conditions require. Most plants prefer one (1) inch of water a week during the growing season, but care needs to be taken not to over water. It is better to water once (1) a week and water deeply (over 24 inches), than to water frequently for a few minutes.

Tree Pruning

It is to be understood that the pruning of retained trees is expected for this site. Pruning shall conform to the following standards:

- Clear the crown of diseased, crossing, weak, and dead wood to a general minimum size of 1-1/2 inch in diameter.
- Remove stubs, cutting outside the wound wood tissue that has formed around the branch.
- Interior branches shall not be stripped out.
- Reduce end weight on heavy, horizontal branches by selectively removing small- diameter branches, no greater than three (3) inches, near the ends of the scaffolds. In some cases, larger diameters may be removed depending on the situation (where critical for safety).
- Pruning cuts larger than four (4) inches in diameter, except for deadwood, shall be avoided, unless deemed crucial for safety (broken, cracked, crossing, rubbing, etc.). Pruning cuts that expose heartwood shall be avoided whenever possible.
- Pruning shall not be performed during periods of flight of adult boring insects because fresh wounds attract pests (generally spring). Pruning shall be performed only when the danger of infestation has passed.
- All pruning shall be performed by a qualified arborist or under the supervision of an ISA Certified Arborist or Tree Worker. Arborists are required to have a State of California Contractors License for Tree Service (C-61/D49) and provide proof of worker's compensation and general liability insurance.
- All pruning shall be following the Tree Pruning Guidelines (International Society of Arboriculture) and/or the ANSI A300 Pruning Standard (American National Standard for Tree Care Operations) and adhere to the most recent edition of ANSI Z133.1.
- No more than 20 percent of live foliage shall be removed within the trees.
- Brush shall be chipped, and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 6 inches, leaving the trunk clear of mulch.

Following construction, a qualified arborist should monitor trees adjacent to the area of the improvements and if any decline in health that is attributable to the construction is noted, additional trees should be planted on the site.

Root Barriers

Severe pruning of tree roots may lead to a major decline or tree death. The best solution is to select trees that are less likely to become a problem or to plant further away from foundations, curbs, gutters, parking lots, sidewalks, and driveways to reduce tree growth or to allow them to grow in another direction. Place barriers in the soil to a depth of 18 to 24 inches (see landscape details) by trenching along the area to be protected at a distance of five (5) times the trunk diameter. In the cases where access or space is limited, it is permissible to reduce the distance after determination and approval are made by a qualified forester or arborist.

Exhibit B

Conditions of Approval

1. **Timing of Tree Removal.** Work will be timed to avoid the breeding and nesting season for raptors and other protected avian species. If work must occur during the avian breeding and nesting season (approximately February 1 through September 15), surveys for nesting birds shall be conducted no more than 15 days prior to project activities in all areas within 300 feet of the project footprint that may provide suitable nesting habitat. If nesting birds are identified during surveys, an appropriate buffer shall be imposed within which no work or disturbance will take place (generally 300 feet in all directions). A qualified biologist shall be on-site during work re-initiation in the vicinity of the nest offset to ensure that the buffer is adequate and that the nest is not stressed and/or abandoned. No work shall proceed in the vicinity of an active nest until such time as all young are fledged, or until after September 16, when young are assumed fledged.
2. **Display of Tree Removal Permit.** Prior to and during the removal of any tree approved for removal, a copy of the tree removal permit shall be displayed on site. If no tree removal permit is displayed, the City will issue a stop work order and commence the City's administrative fine process.
3. **Tree Protection.** To reduce impacts to trees not scheduled for removal, the tree removal contractor shall implement the best managements practices for working near trees established in **Appendix C** of the Arborist Report prepared for this project. Trees which will be retained on site shall be allowed to develop their natural forms and shall not be trimmed as topiaries or other unnatural forms.

Prior to ground-disturbing activities, the project contractor shall install protective fencing around trees directly adjacent to the work area which are not scheduled for removal. Protective fencing shall be maintained throughout the duration of construction. A qualified arborist, forester, or biological monitor shall conduct a site visit weekly throughout the duration of construction to ensure that protective fencing remains intact.

4. **Prior to Ground Disturbing Activities.** A qualified arborist, forester, or biological monitor shall be on-site during all initial ground- disturbing activities and vegetation removal. Following initial ground-disturbing activities, the qualified arborist, foresters, or biological monitor shall conduct a site visit weekly throughout the duration of construction to ensure that the tree protection measures identified in **Appendix C** are implemented.
5. **Replacement Trees.** Replacements for the two (2) healthy trees removed shall be planted according to the recommendations included in the Arborist Report and the City's Recommended Tree List at a 2:1 ratio; i.e., 4 trees.
6. **Site Restoration Plan.** The ground surface shall be restored in the vicinity of the tree removals. Restoration shall include but not be limited to the removal of tree stumps and filling of any holes left by the removal.
7. **Encroachment Permit.** An encroachment permit from the City's Public Works Dept. will be required for all of the tree removal activities as the trees are located within the public right-of-way (ROW).

Tree Removal Permit Findings

MMC 17.62.060.C. *Required Findings for Approval of Tree Removal Permit.* The following findings are required prior to approval or conditional approval of a tree removal permit:

1. The tree is in poor condition and is in danger of falling within proximity to existing structures, high pedestrian traffic areas such as parking lots, playgrounds and pedestrian walkways, or interference with utility services that cannot be controlled or remedied through reasonable preservation and/or preventive procedures and practices; or

The seven (7) trees identified for removal are in fair and poor condition and are not expected to survive the likely impacts of nearby disturbance related to the Council-approved improvements to Gloriosa Jean Tate Park (Park).

2. The tree is host to a plant, or insect, or other parasitic organism which endangers other adjacent healthy trees; or

*The trees are not known to host such organisms, but the *Myoporum laetum* (Lollypop trees) are now considered by the California Invasive Plant Council to be invasive given their high rate of dispersal (Arborist Report, pg. 5).*

3. The location of more than three trees conflicts with the construction of street or sidewalk improvements, storm drain, traffic signals or signs; or

The trees proposed for removal are within or immediately adjacent to the limits of work identified on the site plan included in the Arborist Report.

4. The number of trees on the site is in excess of the number of healthy trees the site is able to support, based on such considerations as tree species, growth characteristics, general health of the stand, tree age, solar orientation and soil condition; or

*The tree species (*Myoporum laetum*) and condition of the trees are such that they can no longer be supported as a part of the overall Park plan.*

5. The applicant outlines other clearly documented and compelling reasons for the removal or relocation of a tree which do not include the elimination of falling leaves or shade, or improving a view; and

The root systems of the trees proposed for removal will be impacted by grading and development activities.

6. The tree does not serve as part of a windbreak system, or assist in drainage or in the avoidance of soil erosion, or serve as a component of a wildlife habitat, or otherwise play a prominent role in maintaining the existing urban forest; and

The trees do not qualify as any of the above.

7. Due to the tree's contribution to the aesthetic beauty of the area, the removal would not have a substantial detrimental effect on neighboring property values; and

Several of the trees are shrubby in nature and are near the end of their natural life. The proposed park landscaping will exceed the 2:1 ratio by 36 evergreen trees and many hundreds of shrubs and groundcovers. The mature Monterey cypress along the Park's western boundary (within the Caltrans right-of-way) will remain.

8. If the removal request is concurrent with development plans for the property and the development plans indicate that it is necessary to remove or relocate the tree to enable reasonable and conforming use of the property which is otherwise prevented by the location of the tree.

The removal request is associated with a Council-approved conceptual rehabilitation and redevelopment plan for Glorya Jean Tate Park. This item will be going to City Council for final approval in November 2024.

November 11, 2024

Item No. **10f(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 19, 2024

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-,
AUTHORIZING FUNDING FOR THE TWO VACANT AUTHORIZED
FIREFIGHTER POSITIONS AT A FULLY BURDENDED COST OF \$270,000
ANNUALLY.**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No: 2024-, authorizing funding for the two vacant firefighter positions; and
2. The fully burdened cost for fiscal year 24/25 is estimated to be \$135,000 and \$270,000 annually; and
3. Authorize the Finance Director to make necessary accounting and budgetary entries to fund the two Firefighter positions.

BACKGROUND:

In 2020, Emergency Services Consulting International (ESCI) conducted a comprehensive Standards of Cover and Deployment analysis for the Marina Fire Department. The ESCI study analyzed the community and the associated risk and identified the need for two staffed engine companies, one station to cover the south end of the city and one to cover the north, with overlapping coverage throughout central Marina.

In 2021, City Gate Associates conducted a Fire Station Location Study in conjunction with the City of Seaside to explore the possibility of a joint station to serve both Cities. The study identified the need for a second staffed Marina Fire station. The study also concluded that a joint station would not provide the necessary coverage for the City of Marina.

The Marina Fire department operates on a three-shift schedule to provide coverage twenty-four hours a day, seven days a week. These shifts consist of three personnel at Station One and two personnel at Station Two. Staffing at Station One is sufficient for a “fully staffed engine company” while the limited staffing at Station Two constitutes “staffing for a squad”. This staffing model does not allow the Marina Fire Department to meet the OSHA Respiratory standard 29 CFR 1910.134 until automatic aid or mutual aid is received. In addition, the staffing is needed to help meet the minimum staffing as defined in National Fire Protection Agency (NFPA) 1710 and 1720.

At the regularly held meeting on December 19, 2023, the City Council approved Resolution 2023-140, authorizing the staffing allocation plan to be amended adding 2 additional Division Chiefs and 3 Firefighter positions. The resolution also authorized the hiring of the 2 Division Chiefs and One Firefighter. For the other two firefighter positions, staff was authorized to apply for a Staffing for Adequate Fire and Emergency Response Grants (SAFER) grant and if not awarded, to come back to the City Council for funding.

ANALYSIS:

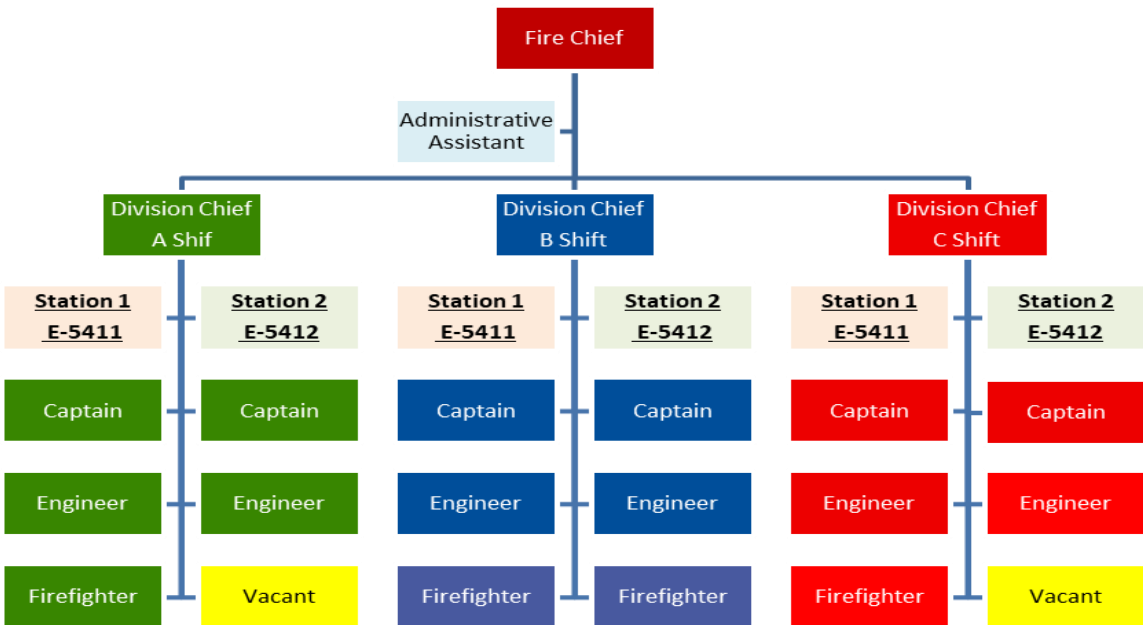
The City of Marina has made great strides towards providing the staffing and equipment necessary to provide basic fire protection for the citizens and visitors to the City of Marina. Some of the notable milestones include upgrading and expanding its aging fleet with new, modern fire apparatus, the purchasing of a new Fire Truck and the hiring of critical staffing necessary to perform our mission. The

hiring of the two Division Chiefs has made a momentous leap forward in our goal of providing adequate protection from fire and fire-related hazards as well as proper and adequate professional development for staff. Additionally, the Division Chiefs have also allowed us to enhance the level of service to the public by responding to additional emergency calls for service that we were unable to in the past. Fire departments depend on adequate staffing and deployment capabilities to respond to emergencies effectively and safely. With adequate staffing levels, the citizens and residents of our community will experience a reduction in response times and trained personnel assembled at the incident scene.

The City of Marina is a rapidly growing city. With the steadily increasing population along with the new hotels, business, homes, etc, the Fire Department has experienced a steady increase in calls for service. Over the past 10 years the calls for service have increased 72% and have doubled since 2008. As development comes to fruition, the calls for service only increase more rapidly. The Department has also experienced a steady increase in overlapping calls (calls in which an engine company is committed, and a second call comes in.) As the call volume increases, so do the number of overlapping calls. In the last 10 years we have seen a 305% increase in the number of overlapping calls due to this increase in population and new construction.

The statistical data shows the yearly increase in calls for service correlates to extended response times. The National Fire Protection Association (NFPA) standard response time for a medical aid is 5 minutes and for a fire is 5 minutes and 20 seconds. Our average response time is 7 minutes. We are also experiencing an increased demand for Inspections, Prevention Activities, Community Safety, School Education and Safety, Community Risk Reduction, Pre-Fire Planning, Training and Maintenance.

These two firefighter positions are important for the necessary staff needed for our department to provide essential services to the community. The firefighters will staff the 2nd engine company thereby providing the city with two fully staffed engine companies. Engine companies with the proper staffing allows Firefighters to provide proper lifesaving services and engage in fire suppression efforts to extinguish fires with a minimum loss of life, damage to the environment and to minimize property damage. The firefighters are also needed for the Truck staffing, the Truck cannot be put in service with only 2 people for staffing. The two Firefighters will fill the vacant positions as shown in yellow on the organizational chart below.



FISCAL IMPACT:

The estimated fully burdened salary impact to the Fiscal Year 24/25 budget is \$135,000, the estimated annual fiscal impact is \$270,000. The mid-cycle budget identified the firefighter positions and the costs. At that time, it was estimated that there would be approximately \$1 million in revenues to support new on-going expenditures. If this item is approved this evening, along with the requests for the public works asset management and citizen relationship management (CRM) software systems; and the Police Body-Worn and Vehicle Camera Project, the revised estimated on-going operating surplus is projected to be \$485,000.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Doug McCoun
Fire Chief
City of Marina

REVIEWED/CONCUR:

Tori Hannah
Finance Director
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING FUNDING FOR THE TWO VACANT AUTHORIZED FIREFIGHTER POSITIONS AT A FULLY BURDENED COST OF \$270,000 ANNUALLY.

WHEREAS, it is important for the city to provide basic fire protection services, and;

WHEREAS, the hiring of two vacant Firefighters is necessary to staff our Fire Truck and to assist with staffing and deployment capabilities in order to respond to emergencies, assuring that our communities have adequate protection from fire and fire related hazards, and;

WHEREAS, the staffing will support our department's efforts to meet the minimum staffing as defined in National Fire Protection Agency (NFPA) 1710 and 1720, as well as OSHA Respiratory standard 29 CFR 1910.134(g)(4)(ii), and;

WHEREAS, the fire department is requesting that the City Council authorize filling the two vacant Firefighter positions, and;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby:

1. Adopt Resolution No: 2024- authorize the hiring of two firefighters to fill two authorized vacant firefighter positions, and;
2. The fully burdened cost for fiscal year 24/25 is estimated to be \$135,000 and \$270,000 annually and;
3. Authorize the Finance Director to make necessary accounting and budgetary entries to fund two (2) vacant Firefighter positions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Marina duly held on the 19th day of November 2024 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 19, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH EMC PLANNING GROUP, INC. TO PREPARE
PLANS, ENVIRONMENTAL REVIEW DOCUMENTS, AND PERMIT
APPLICATIONS FOR IMPROVEMENTS TO THE AMENITIES AND
COASTAL TRAIL AT FORT ORD DUNES STATE PARK, NOT TO
EXCEED \$800,000.00, SUBJECT TO REVIEW AND APPROVAL BY THE
CITY ATTORNEY.**

RECOMMENDATION:

It is recommended that City Council consider:

1. Adopting Resolution No. 2024-, authorizing the City Manager to enter into an agreement with EMC Planning Group, Inc. to prepare plans, environmental review documents, and permit applications for the improvements to the amenities and coastal trail at Fort Ord Dunes State Park, not to exceed \$800,000.00, subject to review and approval by the City Attorney.

BACKGROUND:

In early 2023 staff became aware of the possible grants available from the California State Coastal Conservancy (SCC) for improving access to the coast and beaches.

On September 28, 2023, City staff met with representatives from the SCC and toured the four primary beach access points in Marina: Fort Ord Dunes State Park, Lake Drive and Lake Court, Marina State Beach, and North Marina Beach at Dunes Drive.

SCC concluded that Marina could qualify for these grants and encouraged City staff to apply for an SCC grant with a focus on beach access improvements at the Fort Ord Dunes State Park. The Fort Ord Dunes State Park location provides the only coastal access point in the southern portion of the City, including for students at California State University Monterey Bay, and is the only site that does not require visitors to walk over extended stretches of unimproved sandy trails and over steep dunes to access the beach. The site's large parking lot also serves as a trailhead for pedestrians and cyclists accessing the California Coastal Trail.

On December 19, 2023, City Council authorized the City Manager to enter into a professional services agreement with EMC Planning Group, Inc. for the preparation of the grant application to the California Coastal Conservancy for funding coastal access trail improvements at the Fort Ord Dunes State Park.

On April 16, 2024, City Council passed Resolution 2024-34, accepting the grant of funds from the State Coastal Conservancy for the Monterey Bay Coastal Trail – Fort Ord Dunes State Park access improvements.

On June 6, 2024, the City of Marina was awarded \$800,000 in funding from the SCC to prepare plans, environmental review documents, and permit applications for improvements to the amenities and coastal trail at Fort Ord Dunes State Park.

On October 4, 2024, SCC approved the Work Program developed by EMC Planning Group, Inc. for the Monterey Bay Coastal Trail – Fort Ord Dunes State Park Access Improvement project.

ANALYSIS:

While the City of Marina has four coastal access points, all four have difficult terrain due to the shifting sand and topography of the dunes. The result is that many Marina residents and visitors must travel to a neighboring city to enjoy the beach.

The City of Marina community will benefit from this planning project by designing trail improvements to enhance access to the coast for residents, visitors from the region, local tribes, CSUMB students and specifically, those with mobility challenges. In short, improving coastal access in Marina will enhance the quality of life for residents and visitors alike.

EMC Planning Group, Inc. has been critical in advancing the City's aspiration to improve coastal access for residents and visitors by preparing the pre-application, application, and work program which were all approved by the SCC.

The approved work program includes the following primary elements and will include evaluations of opportunities to provide accessible access improvements wherever feasible:

- Develop and implement community and tribal engagement plans to ensure community members, including tribes, students, and disadvantaged community members have a voice throughout the planning process in the scope and design of the proposed improvements.
- Parking lot and trailhead circulation improvements.
- Existing beach trail improvements and stormwater run-off improvements.
 - Evaluating adding steps to trailhead or slightly re-routing trailhead south, with a gentler slope.
- Interpretive and wayfinding signage.
- Twin vault restrooms.
- Existing viewing area improvements (near restroom) and new viewing platform and day-use area (above beach trailhead) (e.g. shade structure, seat wall, tables, bike racks and bike repair station).
- Dumpster enclosure.

Entering into this agreement, allows EMC Planning Group, Inc. to complete the work program approved by SCC.

FISCAL IMPACT:

This project will be funded by the SCC grant of \$800,000.00.

California Environmental Quality Act (CEQA)

The presentation and agreement are not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

CONCLUSION:

This request is submitted to the City Council for consideration.

Respectfully submitted,

Andrea Willer, Ed.D.
Recreation & Cultural
Services Director
City of Marina

REVIEW/CONCUR

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EMC PLANNING GROUP, INC. TO PREPARE PLANS, ENVIRONMENTAL REVIEW DOCUMENTS, AND PERMIT APPLICATIONS FOR IMPROVEMENTS TO THE AMENITIES AND COASTAL TRAIL AT FORT ORD DUNES STATE PARK, NOT TO EXCEED \$800,000.00, SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, On September 28, 2023, City staff met with representatives from the State Coastal Conservancy (SCC) and toured the four primary beach access points in Marina: Fort Ord Dunes State Park, Lake Drive and Lake Court, Marina State Beach, and North Marina Beach at Dunes Drive; and

WHEREAS, SCC concluded that Marina could qualify for these grants and encouraged City staff to apply for an SCC grant with a focus on beach access improvements at the Fort Ord Dunes State Park; and

WHEREAS, On December 19, 2023, City Council authorized the City Manager to enter into a professional services agreement with EMC Planning Group, Inc. for the preparation of the grant application to the California Coastal Conservancy for funding coastal access trail improvements at the Fort Ord Dunes State Park; and

WHEREAS, On April 16, 2024, City Council passed Resolution 2024-34, approving the grant of funds from the State Coastal Conservancy for the Monterey Bay Coastal Trail – Fort Ord Dunes State Park access improvements; and

WHEREAS, On June 6, 2024, the City of Marina was awarded \$800,000. In funding from the SCC to prepare plans, environmental review documents, and permit applications for improvements to the amenities and coastal trail at Fort Ord Dunes State Park; and

WHEREAS, On October 4, 2024, SCC approved the Work Program developed by EMC Planning Group, Inc. for the Monterey Bay Coastal Trail – Fort Ord Dunes State Park Access Improvement project; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Marina that does hereby:

1. Authorize the City Manager to enter into an agreement with EMC Planning Group, Inc. to prepare plans, environmental review documents, and permit applications for the improvements to the amenities and coastal trail at Fort Ord Dunes State Park, not to exceed \$800,000.00, subject to review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th day of November 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 19, 2024

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-, TO APPROVE AGREEMENTS WITH: (1) MOTOROLA FOR INTEGRATED SUITE OF ADVANCED SURVEILLANCE AND OPERATIONAL TECHNOLOGIES; (2) PERGRINE INTEGRATION FOR DATA CONNECTIVITY FOR SEAMLESS EVIDENCE SHARING, REPORTING AND OPERATIONAL EFFICIENCY; AND (3) AXON TASER FOR UPGRADES TO SECURE ADVANCED TASER FUNCTIONALITY WITHIN AN INTEGRATED DATA ECOSYSTEM; WAIVE THE COMPETITIVE BIDDING PROCESS PURSUANT TO SECTION 3.16.040 OF THE MUNICIPAL CODE; AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES; AND AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE AGREEMENTS SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 2024- :

- 1) Approving the following:
 - a) A 5-year agreement with Motorola for an integrated suite of advanced surveillance and operational technologies for a total contract price of \$369,580.81 (**EXHIBIT A**), subject to annual budgetary appropriations;
 - b) A 5-year agreement with Peregrine Integration, ensuring critical data connectivity for seamless evidence sharing, reporting, and operational efficiency for a total contract price of \$217,500 (**EXHIBIT B**), subject to annual budgetary appropriations; and
 - c) An agreement with Axon Taser for upgrades as a one-time expense, securing advanced Taser functionality within an integrated data ecosystem for a cost of \$172,480.66 (**EXHIBIT C**);
- 2) Waiving competitive bid process pursuant to Section 3.16.040, finding that competitive bidding would be unavailing, would not produce an advantage and would not be in the public interest due to: (a) the specialized integration between Motorola, Peregrine, and Axon systems; (b) recognition that Peregrine and Axon Taser are sole source providers due to their unique capabilities; and (c) competitive pricing for Motorola systems secured through Sourcewell's cooperative purchasing agreement, which reflects a lower cost than bids available through the clearinghouse;
- 3) Authorizing the Finance Director to make necessary accounting and budgetary entries; and
- 4) Authorizing the City Manager to execute the agreements subject to review and approval by the City Attorney.

BACKGROUND

The Marina Police Department faces operational challenges due to outdated and siloed equipment, including unsupported body cameras, obsolete Tasers, and the absence of in-car cameras. Existing systems like **MARK 43 RMS, CAD Dispatching, and Flock ALPR** *operate independently*, causing inefficiencies in data sharing, reporting, and real-time decision-making.

This proposal addresses these deficiencies by integrating **Motorola technologies**, including **M500 and V700 cameras, Flock ALPR, MARK 43 RMS, CAD Dispatching and Axon Tasers**, connected through **Peregrine's advanced data-sharing platform**. This cohesive system will enhance interoperability, allowing seamless communication between components and improving the accuracy and efficiency of critical reports, such as the Annual Police Department Crime Report.

These upgrades are essential to improving officer safety, operational efficiency, and public accountability while ensuring the department's infrastructure is prepared to meet current and future policing needs. The unified platform will enable data-driven decision-making and support a more effective approach to community safety.

ANALYSIS

1. Objectives of the Integrated Upgrades

- **Enhanced Officer Safety:** AI-driven analytics and seamless connectivity provide real-time situational awareness.
- **Increased Transparency and Accountability:** High-quality, synchronized evidence captured across all devices.
- **Streamlined Evidence Management:** Unified access to data through Peregrine reduces manual workloads and ensures synchronized record-keeping across departments.
- **Comprehensive Incident Documentation:** By integrating Motorola's M500 in-car system, V700 body cameras, and Flock ALPR systems with Peregrine, the department achieves multi-angle documentation and live data sharing, critical for efficient response and thorough post-incident analysis.

2. Essential Technologies and Peregrine Integration

The success of Marina PD's surveillance and operational systems hinges on the **interdependency of Motorola's M500 and V700 systems, Flock ALPRs, Axon Tasers, and the Peregrine Platform:**

- **Motorola M500 System (In-Car Cameras):** The M500 captures high-definition, evidence-grade video inside and outside patrol vehicles, offering both AI-driven threat detection and live monitoring. This video system is directly integrated into the Peregrine Platform, allowing secure, real-time data uploads accessible across devices and platforms.
- **Motorola V700 Body Cameras:** Synchronized with the M500, the V700 captures officer encounters from multiple perspectives. Through Peregrine, these cameras enable incident documentation that can be shared and reviewed alongside in-car footage, providing cohesive incident narratives and uninterrupted data continuity.
- **Flock ALPR Systems:** Designed to identify and track flagged vehicles, Flock ALPR integrates with Peregrine to instantly link license plate data with other incident records, effectively alerting officers to potential threats in real time and enhancing situational awareness.
- **Axon Taser Upgrades:** Axon's Tasers offer automated video activation upon use, integrating crucial documentation into Peregrine's evidence management ecosystem. **Peregrine is essential for docking and accessing Taser-generated footage, ensuring it syncs with Motorola's body and in-car camera systems** and providing officers with reliable, unified access to all incident data.

3. Cost and Vendor Analysis: A Cohesive Solution with Motorola and Peregrine

To deliver a robust, future-ready solution, the department evaluated Motorola, Axon, and LensLock. Motorola's offering, enhanced by Peregrine, stood out as the only solution capable of fully integrating all necessary components into a cohesive ecosystem.

Vendor	Core Technologies	Evaluation
Motorola	M500 in-car cameras, V700 body cameras, Flock ALPR, Peregrine Platform	Best value; includes essential interdependent integrations across all systems, meeting operational and reporting needs
Axon	Body cameras, in-car cameras, Taser data	High cost (\$1,088,334.45 over five years) and lacks Peregrine's critical data integration, limiting cohesive functionality
LensLock	Basic body and in-car cameras with data storage	Lower cost, lacks reliability and does not offer interdependent integrations necessary for the department's objectives

Why Motorola and Peregrine Provide a Superior Solution:

- **Essential Interdependent Integration:** Motorola's M500 and V700 cameras, Flock ALPR, and Axon Taser systems all depend on Peregrine's seamless connectivity. Without Peregrine, critical data-sharing and device integration would be compromised, resulting in isolated data and incomplete incident documentation. Peregrine ensures all devices communicate effectively, generating synchronized, reliable records that eliminate manual gaps.
- **Unified Evidence Access:** By serving as a central repository, Peregrine enables officers and command staff to instantly access and share synchronized evidence from Motorola's cameras and Axon Tasers. This connected framework ensures **complete and accessible evidence for reporting, investigations, and annual community crime reports**.
- **Scalability with Motorola:** Motorola's system is designed for long-term scalability, allowing the department to add new devices, increase storage, or expand functionality as policing needs evolve. Future upgrades and integrations with emerging technologies are readily accommodated within Motorola's ecosystem.

4. Financial Overview (Including Tax) and Budget Alignment

Component	Fiscal Year 24/25 Cost	Annual Cost	Total Five-Year Cost
Motorola Solutions (with tax)	\$73,916.16	\$73,916.16	\$369,580.81
Peregrine Integration (with tax)	\$43,500.00	\$43,500.00	\$217,500.00
Axon Taser Upgrades (One-Time with tax)	\$172,480.66	-	\$172,480.66
Total Project Cost	\$289,896.82	\$117,416.16	\$759,561.47

Budget Impact: This proposal remains within the allocated \$760,000 City Capital Improvement Fund budget (HSF 2323). The five-year cost for the Motorola contract of \$369,580 is amortized equally over the contract period for an annual cost of \$73,916. The remaining four-year costs of \$295,665 will be transferred to the Vehicle and Equipment Replacement Fund to assist with smoothing the replacement of the body-worn and vehicle cameras. The upfront purchase of Axon Tasers secures budget predictability and avoids recurring financing fees, ensuring future-ready integration.

5. The Role of Peregrine in System Connectivity and Annual Reporting:

Peregrine is the **technological backbone** enabling Marina PD's integrated surveillance and reporting framework:

- **Seamless Data Connectivity Across All Platforms:** Peregrine acts as a unified hub, allowing Motorola M500 and V700 systems, Axon Tasers, and Flock ALPRs to connect seamlessly. This integration is critical for collecting incident data, analyzing patterns, and providing real-time situational awareness.
- **Automated Annual Crime Reports:** The ability to generate reliable, automated reports from unified data is essential for public transparency and accountability. **Without Peregrine, the manual data aggregation needed to produce community crime reports would be time-consuming and prone to errors,** limiting the department's responsiveness to the community's safety concerns.
- **Future Scalability and Expansion:** Peregrine's architecture supports seamless scalability, allowing for future integration of additional devices, storage, and analytical tools. Motorola's open-ended infrastructure ensures that as technology advances, Marina PD will be able to integrate new tools without disrupting existing operations or facing compatibility issues.

BENEFITS OF THE 5-YEAR PLAN

1. **Essential System Connectivity:** Peregrine unifies Motorola's M500 and V700 cameras, Axon Taser, and Flock ALPR into a single system, ensuring seamless data-sharing and cohesive evidence management.
2. **Predictable Costs and Continuous Upgrades:** Motorola's fixed 5-year pricing, inclusive of technology refreshes, eliminates the risk of annual cost increases and ensures Marina PD is equipped with the latest technology.
3. **Enhanced Data Accessibility for Annual Reporting:** Automated crime reports, based on reliable, unified data, provide transparency and foster public trust.

Scalable Infrastructure: Motorola's ecosystem is designed for growth, with future integration capabilities that support additional devices, data points, and emerging technologies.

SUMMARY

Motorola's comprehensive 5-year agreement, coupled with Peregrine's essential data-sharing platform, offers the only viable solution to meet the Marina Police Department's interconnected technology needs. This plan secures the department's ability to produce accurate crime reports, enhance community trust, and ensure operational readiness for future demands.

FISCAL IMPACT

There are sufficient funds in the Fiscal Year 2024-25 Capital Improvement Fund Budget (HSF 2323) to support this project. The remaining \$295,665 that is associated with the Motorola Agreement will be transferred to the Vehicle and Equipment Replacement Fund to assist with funding future replacement costs for the body-worn and vehicle cameras. The upgrades will modernize the department's capabilities within the allocated budget, addressing urgent safety and operational gaps and providing essential, interconnected systems to enhance public safety. The upgrades will modernize the department's capabilities within the allocated budget, addressing urgent safety and operational gaps and providing essential, interconnected systems to enhance public safety.

Funding Source	Amount
Motorola Agreement	\$369,580.81
Peregrine Integration	\$217,500.00
Axon Taser Upgrades (One-Time)	\$172,480.66
Total	\$759,561.47

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Randy Hopkins
Chief of Police
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AGREEMENTS WITH: (1) MOTOROLA FOR INTEGRATED SUITE OF ADVANCED SURVEILLANCE AND OPERATIONAL TECHNOLOGIES; (2) PERGRINE INTEGRATION FOR DATA CONNECTIVITY FOR SEAMLESS EVIDENCE SHARING, REPORTING AND OPERATIONAL EFFICIENCY; AND (3) AXON TASER FOR UPGRADES TO SECURE ADVANCED TASER FUNCTIONALITY WITHIN AN INTEGRATED DATA ECOSYSTEM; WAIVING THE COMPETITIVE BIDDING PROCESS PURSUANT TO SECTION 3.16.040 OF THE MUNICIPAL CODE; AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE AGREEMENTS SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, the Marina Police Department operates with outdated surveillance equipment, Tasers, and lacks an integrated data-sharing platform, limiting operational efficiency, officer safety, and the ability to produce comprehensive annual crime reports for the community; and

WHEREAS, the proposed upgrades include Motorola's M500 in-car camera system, V700 body cameras, Automated License Plate Recognition (ALPR) systems, and the Peregrine Platform, which provides seamless data-sharing between CAD, RMS, body-worn cameras, in-car cameras, and ALPR systems; and

WHEREAS, Axon Tasers with automated video activation and docking functionality require integration with Motorola systems and Peregrine to ensure synchronized evidence management and operational continuity; and

WHEREAS, the Peregrine Platform is critical for unifying data from all systems, enabling seamless evidence access, comprehensive incident reporting, and the production of the Police Department's annual community crime report; and

WHEREAS, Motorola's five-year agreement ensures cost predictability with fixed 2024 pricing, technology refreshes, and ongoing support to maintain a scalable, future-ready surveillance ecosystem; and

WHEREAS, the Marina Police Department obtained a quote for Motorola systems through cooperative purchasing agreements facilitated by Sourcewell, which conducts a competitive bidding process specifically for firefighter and first responder equipment. The unique, legacy customer quote provided directly to the Marina Police Department was lower than all other bids listed within Sourcewell's cooperative purchasing clearinghouse, supporting the decision to proceed with Motorola; and

WHEREAS, Peregrine and Axon Taser are designated as sole source providers. The specialized integrations required to connect Axon Taser systems to Motorola's surveillance technologies and the Peregrine Platform support the determination that competitive bidding would be unavailing and not in the public interest; and

WHEREAS, the combined total cost of \$759,561.47, including tax, for Motorola systems, Peregrine integration, and Axon Tasers, remains within the allocated \$760,000 budget; and

WHEREAS, Section 3.16.040 of the City's Municipal Code provides an exception to competitive bidding when such bidding would not produce an advantage and would not be in the public interest, as demonstrated by the specialized integration requirements of the proposed systems.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby:

- 1) Approve the following:
 - a) A 5-year agreement with Motorola for an integrated suite of advanced surveillance and operational technologies for a total contract price of \$369,580.81, subject to annual budgetary appropriations;
 - b) A 5-year agreement with Peregrine Integration, ensuring critical data connectivity for seamless evidence sharing, reporting, and operational efficiency for a total contract price of \$217,500, subject to annual budgetary appropriations; and
 - c) An agreement with Axon Taser for upgrades as a one-time expense, securing advanced Taser functionality within an integrated data ecosystem for a cost of \$172,480.66;
- 2) Waive competitive bid process pursuant to Section 3.16.040, finding that competitive bidding would be unavailing, would not produce an advantage and would not be in the public interest due to: (a) the specialized integration between Motorola, Peregrine, and Axon systems; (b) recognition that Peregrine and Axon Taser are sole source providers due to their unique capabilities; and (c) competitive pricing for Motorola systems secured through Sourcewell's cooperative purchasing agreement, which reflects a lower cost than bids available through the clearinghouse;
- 3) Authorize the Finance Director to make necessary accounting and budgetary entries; and
- 4) Authorize the City Manager to execute the agreements subject to review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th of November 2024 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**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 date of the last signature (the “**Effective Date**”).

Section 1. Agreement.

1.1. Scope: Agreement Documents. This MCA governs Customer’s purchase of Products and Services (as each are defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more Motorola prepared or agreed upon addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the Exhibits, Addenda, and Motorola-provided Proposal collectively form the Parties’ “**Agreement**”.

1.2. Attachments. The Exhibits listed below will be attached hereto and incorporated into and made a part of this Agreement:

- Exhibit A “Payment” (Communications System purchase only)
- Exhibit B Motorola Proposal dated _____
- Exhibit C “System Acceptance Certificate” (Communications System only)

1.3. Order of Precedence. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through C will be resolved in their listed order, and 2) Each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products and Services described in such Addendum.

Section 2. Definitions.

“**Authorized Users**” means Customer’s employees, full-time contractors engaged for the purpose of supporting the Products and Services 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 that alters the work, the contract sum, the contract time, or other change mutually decided between the Parties.

“**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**” means the price for the Communications System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit A “Payment” or the pricing pages of the Proposal, recurring fees for maintenance, SUA, or Subscription Software are included in the Contract Price.

“**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 Services, and Documentation, as well as any other information relating to the Products and Services.

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

“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 required for use of the Products and Services.

“Data Processing Addendum” or **“DPA”** means the Motorola Data Processing Addendum applicable to processing of Customer Data for US customers, as updated, supplemented, or superseded from time to time. The DPA is located at https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards/terms-conditions/motorola_solutions_united_states_data_processing_addendum_online_version.pdf and 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.

“Documentation” means the documentation for the Equipment, software Products, or data, that is delivered with the Products and Services 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 their end users, in connection with or relating to the Products or Services;

“Fees” means charges applicable to the Products and Services.

“Integration Services” means the design, deployment, 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 licensed software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola for a perpetual or other defined license term.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services (such as software integration Services) described in the applicable statement of work.

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

“Motorola Materials” means proprietary 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 and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials

“Non-Motorola Materials” means collectively, Customer or third-party 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, and other documents setting forth the Products and Services to be purchased by Customer and provided by Motorola. The Proposal may also include an ATP, Acceptance Test Plan, depending on the Products and Services purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software, and Subscription Software being purchased by the Customer will collectively be 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 the nature and scope of which are more fully described in the Proposal and Section 2.2.5 of this Agreement.

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

“Process” or **“Processing”** have the meaning given to them in the DPA

“Services” means services related to purchased Products as described in the Proposal.

“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 or Maintenance and Support Services will take place.

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

“SUA” or **“SUA II”** means Motorola’s Software Upgrade Agreement program.

“Subscription Software” means licensed cloud-based software-as-a-service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis.

“Third-Party Data” has the meaning given to it in the DPA.

“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.

Section 3. Products and Services.

3.1. Products. Motorola will (a) sell Equipment, (b) Licensed Software, and (c) Subscription Software to Customer, to the extent each is set forth in this Agreement. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this 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, each as further described in the applicable statement of work. Maintenance, Support Services and Integration Services will each be considered “Services”, as defined above.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola’s Quote or Proposal. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, this Agreement.

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

3.2.5. Professional Services

3.2.5.1. Assessment of Systems & Operations. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations, Customer acknowledges and agrees that the equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except as specifically set forth in the Agreement, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer’s or a third party’s information systems, equipment, voice transmissions, and data, including, but not limited to, denial or access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service. Motorola agrees to cooperate with Customer to schedule any such potential damage or disruption around Customer’s voice or information technology traffic and use patterns so as to reduce the risk of disruption during working hours.

3.2.5.2. Network Security. If Customer is purchasing network security assessment of network monitoring Professional Services, Customer acknowledges and agrees that Motorola does not guarantee or warrant that it will discover all of Customer’s system vulnerabilities or inefficiencies. Customer agrees not to represent to third parties that Motorola has provided such guarantee. Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with vulnerabilities or security events, whether or not they are discovered by Motorola.

3.2.5.3. Application Development. If Customer purchases software application development as part of the Professional Services, the deliverables will be licensed as described in Section 2.5 - Documentation.

3.2.6. Transport Connectivity Services. Certain Communications Systems may include one or more transport connectivity services as specified in the Proposal. In addition to the terms of this MCA, transport connectivity services shall also be governed by the terms of Motorola’s standard Transport Connectivity Addendum, a copy of which is available here: https://www.motorolasolutions.com/en_us/about/legal/transport-connectivity-addendum.html.

- 3.3. Non-Preclusion.** If, in connection with the Products and Services provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products or services, 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 or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.4. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products and Services 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.
- 3.5. Documentation.** Products and Services may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or 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 and Services.
- 3.6. Motorola Tools and Equipment.** As part of delivering the Products and Services, 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 Customer's 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 tools and equipment in its possession or control.
- 3.7. 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 and Services.
- 3.8. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any Prohibited Jurisdiction), and Customer will not provide access to the Products and Services 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.
- 3.9.** To obtain any additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other

attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

- 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 in a Change Order causes an increase or decrease in the Products or Services, 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.

Section 4. Term and Termination.

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

- 4.1.1. Subscription Terms.** The duration of Customer's subscription commences upon delivery of the first Subscription Software (and recurring Services, if applicable) ordered under this Agreement and will continue for a twelve (12) month period or such longer period identified in a Proposal (the "**Initial Subscription Period**") and 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. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year.

Unless otherwise specified in writing, additional Subscription Software or recurring Services purchased under this Agreement will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, 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. Unless otherwise specified in writing, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

- 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 goods delivered and for all services performed prior to the effective date of termination date.
- 4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products or Services 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 Software.** 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 Subscription Software or Service 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 and Services already delivered. 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 as a Service.** In the event that Customer purchases any Equipment at a price below the published list price for such Equipment in connection with Customer entering into a fixed- or minimum required-term agreement for Subscription Software, 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 Equipment 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.

Section 5. Payment, Invoicing, Delivery and Risk of Loss

- 5.1.** Customer affirms they have signatory authority to execute this contract. The Contract Price of \$_____, excluding taxes, is fully committed and identified, including all subsequent years of contracted services, if applicable. 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 and Services will be as set forth in the applicable Addendum or Proposal. Changes in the scope of Services described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. Unless otherwise specified in the applicable Proposal, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend the Subscription Software and any recurring 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 and Services 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 a Proposal. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5.5. Payment. Customer will pay invoices for the Products and Services 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, 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 and Services 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 (and, if applicable, related Services) 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, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software and/or Subscription Software will not pass to Customer at any time.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate, and 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 Services (i.e. cyber) are an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

Section 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 installation and use of the Products and the performance of the Services 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 and Services. 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 and Services 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, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services 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 and Services. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products or Services, 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 and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. 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 Services, 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 (as defined below), 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 and Services.
- 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 and Services). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products or Services, 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 or Services, 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, as set forth in the Proposal, will apply to any such sales. Any orders for such Non-Motorola Materials will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 8.2 – Intellectual Property Infringement**.
- 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 and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Third party software flow-down terms applicable to Motorola products are located at the following site: https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html
- 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 software Product provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API Support.** Motorola will use commercially reasonable efforts to maintain its Application Programming Interface ("API") offered solely in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.
- 6.11. Support of Downloaded Clients.** If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

Section 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 the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. Communications System Warranty.** Motorola represents and warrants that, on the date of System Acceptance, (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such Communications System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon System Acceptance (the "Warranty Period").

7.3. 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 pursuant to the applicable maintenance and support Proposal. Support for the Motorola Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). Copies of the SwSP can be found at https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/software_policy.html, a copy of which is available to Customer upon written request. 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 Lifecycle Management Services ("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 in this Agreement applicable to maintenance, support, installation, and/or LMS, will be included in the Maintenance and Support Addendum, LMS Addendum, the applicable Proposals, and the proposal (if applicable). These collective terms will govern the provision of such Services.

7.4. On-Premises Software System Warranty. Motorola represents and warrants that, on the System Completion Date, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier.

7.4.1. On-premises Software Systems as a service and cloud hosted Software Systems are provided as a service and accordingly do not qualify for the On-premises Software System Warranty. System completion, however, for each of these solutions is determined in accordance with **Section 12.2 Software System Completion** below.

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. Motorola Licensed Software Warranty. Unless otherwise stated in the License Agreement, for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola)

7.7.1. As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis.

7.7.2. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

7.8. 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.

7.9. 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.

7.10. 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.

7.11. 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, 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.

Section 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 or Service (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 a software Product, i.e., Licensed Software or Subscription 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 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 or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer’s designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service 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 or Service 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 and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; or (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 or Services. 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.

Section 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 OR INTEGRATION SERVICE UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY SUBSCRIPTION SOFTWARE OR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUBSCRIPTION SOFTWARE OR RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE SUBSCRIPTION SOFTWARE. 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 OR SERVICES; (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 UNLESS SUCH LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS IS A RESULT OF MOTOROLA'S ACTION OR INACTION; (D) MODIFICATION OF PRODUCTS OR SERVICES NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT AND NOT ACCEPTED BY CUSTOMER; (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 AND SERVICES.

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 FOR WHICH MOTOROLA IS NOT RESPONSIBLE; (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 FOR WHICH MOTOROLA IS NOT RESPONSIBLE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, 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, or within one year after discovery of facts giving rise to such cause of action, whichever is later.

Section 10. Confidentiality.

- 10.1. Confidential Information.** In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by disclosing party ("Discloser") by submitting a written document to receiving party ("Recipient") within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- 10.2. Obligations of Confidentiality.** During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 10 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees, agents or consultants who must access the Confidential Information for the purpose of providing Services and who are bound by confidentiality terms substantially similar to those in this Agreement and licenses; (c) not copy, reproduce, reverse engineer, decompile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but no less than reasonable care to safeguard against disclosure; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Section; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.
- 10.3. Exceptions.** Recipient may disclose Confidential Information to the extent required by law, or a judicial or legislative order or proceeding. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly known or available prior to without breach of this Agreement; (b) is lawfully obtained; or (c) is independently known or developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement.
- 10.4. Ownership of Confidential Information.** All Confidential Information is and will remain the property of Discloser, and will not be copied or reproduced without written permission. Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy for use only in case of a dispute concerning this Agreement, and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures. Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained

subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use it in the manner, and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

Section 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 by way of an Addendum, 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 and use the Customer Data as set forth in the DPA.

11.3. Data Retention and Deletion. Except as expressly provided otherwise under the DPA, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Proposal, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 15.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Proposal.

11.4. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, and may disclose Service Use Data to third parties. It is Customer’s responsibility to notify Authorized Users of Motorola’s collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

11.5. Third-Party Data and Motorola Data. Customer will not, and will use reasonable efforts to ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer’s internal business purposes; (b) disclose the data to third parties; (c) “white label” such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other

data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum.

- 11.5.1.** Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Proposal, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider.
- 11.5.2.** Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Proposal.
- 11.6. 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.
- 11.7. 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.

Section 12. Acceptance

12.1. Communications System Acceptance.

- 12.1.1.** Any Communications System described in the Proposal hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon successful completion of the acceptance procedures ("Acceptance Tests") set forth in the Acceptance Test Plan ("System Acceptance"). Motorola will notify Customer at least ten (10) days before the Communications System testing commences. Upon System Acceptance, the Parties will memorialize this event by promptly executing a certificate documenting such System Acceptance as set forth in Exhibit C. If the Acceptance Test Plan includes separate tests for individual sub-Systems or phases of the Communications System, acceptance of the individual sub-System or phase will occur upon the successful completion of the Acceptance Tests for the sub-Communications System or phase, and the Parties will promptly execute an acceptance certificate for the sub-Communications System or phase. If Customer believes the Communications System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the

Acceptance Tests. Minor omissions or variances in the Communications System that do not materially impair the operation of the Communications System as a whole will not postpone System Acceptance or sub-Communications System acceptance, but will be corrected according to a mutually agreed punch list schedule. This Section applies to Products purchased as part of a Communications System notwithstanding any conflicting delivery provisions within this Agreement and this Section will control over such other delivery provisions to the extent of a conflict.

12.1.2. Beneficial Use. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the Communications System before System Acceptance.

12.1.3. Customer shall not commence using the system before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for Communications System performance deficiencies that occur prior to System Acceptance or written authorized use. Upon the date Customer begins using the Communications System, Customer assumes responsibility for the use and operation of the Communications System.

12.2 Software System Completion. Any Software System described in the Proposal (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the Proposal) (the "System Completion Date"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("Product Completion Date"), which may occur before the System Completion Date. As used in this Section, "Beneficial Use" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the Proposal. This Section applies to Products purchased as part of a Software System notwithstanding any conflicting delivery provisions within this Agreement, and will control over such other delivery provisions to the extent of a conflict.

Section 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 and Services 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).

Section 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.

Section 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 and Services complies with law (including privacy laws), and Customer will obtain any FCC 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 and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (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 Subscription Software, 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 software 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 Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, 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 3.4 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.11 – Warranty Disclaimer; 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 Exhibits, 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: _____

Software License Addendum

This Software License Addendum (this “SLA”) is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement (“MCA”) to which it is attached. Capitalized terms used in this SLA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This SLA governs Customer's use of Licensed Software (and, if set forth in a Proposal, related Services) and Subscription Software from Motorola, as applicable, and is an integral part of the Parties' Agreement.

Section 2. Licensed Software License and Restrictions.

- 2.1. Licensed Software License.** Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Licensed Software identified in a Proposal, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Proposal, the foregoing license grant will be limited to the number of licenses set forth in the applicable Proposal and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Proposal, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.
- 2.2. Subscription License Model.** If the Parties mutually agree that any Licensed Software purchased under this Agreement will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Change Order or Proposal, the licenses granted under this **Section 2 Licensed Software License and Restrictions** will automatically terminate, and such Subscription Software will be governed by the terms of **Section 3 Subscription Software License and Restrictions**.
- 2.3. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.
- 2.4. Copies.** Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time the temporary transfer is discontinued.

- 2.5. Resale of Equipment.** Equipment contains 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.

Section 3. Subscription Software License and Restrictions.

- 3.1. Subscription Software License.** Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Subscription Software identified in a Proposal, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in a Proposal (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.
- 3.2. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.
- 3.3. User Credentials.** If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

Section 4. Software Systems - Applicable Terms and Conditions

4.1. On-Premise Software System. If Customer purchases an “on-premises Software System,” where Licensed Software is installed at Customer Sites or on Customer-Provided Equipment, then, unless otherwise specified in writing that any software is being purchased as Subscription Software, the Licensed Software is subject to Section 2 of the SLA.

4.1.1. CAD and Records Products. The terms set forth in this Section 4.1.1. apply in the event Customer purchases any Computer Aided Dispatch (“CAD”) or Records Products under the Agreement.

4.1.1.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under this SLA to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products.

4.1.1.2. CJIS Security Policy. Motorola agrees to support Customer’s obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“CJIS”) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Proposal for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

4.2. On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where software Products are installed at Customer Sites or on Customer-Provided Equipment, and generally licensed on a subscription basis (i.e, as Subscription Software), then such Subscription Software is subject to Section 3 of the SLA. The firmware preinstalled on Equipment included with an on-premises Software System as a service purchase, and any Microsoft operating system Licensed Software are subject to Section 2 of the SLA.

4.2.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SLA as part of an “on-premises Software System as a service” solution will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time the Parties execute the applicable agreement, (a) the licenses granted to such on-premises Subscription Software under this SLA will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of **Section 4.3 Cloud Hosted Software System**.

4.2.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 4.2.1 – Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees may be greater than Fees paid by Customer for on-premises Subscription Software.

4.2.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer’s Site or on Customer-Provided Equipment. For clarity, Customer will

retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

4.3. Cloud Hosted Software System. If Customer purchases a “cloud hosted Software System,” where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), then such Subscription Software is subject to Section 3 of the SLA.

4.4. Additional Cloud Terms. The terms set forth in this **Section 4.4 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.

4.4.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

4.4.2. Data Retrieval. Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola’s sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

4.4.3. Maintenance. Scheduled maintenance of cloud-hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

Section 5. Term.

5.1. Term. The term of this SLA (the “**SLA Term**”) will commence upon the Effective Date of the MCA.

5.2. Termination - Licensed Software License. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA (and any Agreements hereunder) immediately upon notice to Customer if Customer breaches **Section 2 – Licensed Software License and Restrictions** of this SLA, or any other provision related to Licensed Software license scope or restrictions set forth in a Proposal, EULA, or other applicable Addendum. Upon termination or expiration of the SLA Term, all Motorola obligations under this SLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services.

5.3. Termination - Subscription Software License. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA, or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SLA, or any other provision related to Subscription Software license scope or restrictions set forth therein, or (b) it determines that Customer’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola’s systems, or any third party (including other Motorola customers).

5.4. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software, Subscription Software, and

Documentation, and that Customer's breach of the SLA will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this SLA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

5.5. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

Section 6. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

Section 7. Survival. The following provisions will survive the expiration or termination of this SLA for any reason: Section 2 – Licensed Software License and Restrictions; Section 3 -- Subscription Software License and Restrictions; Section 4 -- Software Systems -- Applicable Terms and Conditions; Section 5 – Term; Section 7 – Survival.

Mobile Video and Vigilant Addendum

This Mobile Video and Vigilant Addendum (this "**MVVA**") is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement ("**MCA**") to which it is attached. Capitalized terms used in this MVVA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This MVVA governs Customer's purchase of (a) any Motorola mobile video Products, including participation in Motorola's Video-as-a-Service Program ("**VaaS Program**"), and (b) Motorola's Vigilant automated license plate recognition software and hardware Products ("**LPR Products**"). This MVVA will control with respect to conflicting or

ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVVA.

Section 2. Definitions.

“Mobile Video System” is a solution that includes at least one mobile video Product and requires Integration Services to deploy such mobile video Product or the associated evidence management Product at a Customer Site.

Camera License Key (“CLK”) means an electronic key that will permit each camera (one CLK per camera) to be used with Vigilant CarDetector and/or Subscription Software

Commercial Booking Images refers to booking images collected by commercial sources and available on Vigilant VehicleManager with a paid subscription.

Commercial Data means both Commercial Booking Images and Commercial LPR Data.

Commercial LPR Data refers to LPR data collected by private sources and available on Vigilant VehicleManager with a paid subscription.

License Plate Recognition (“LPR”) refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

Section 3. Evidence Management Systems; Applicable Terms and Conditions.

3.1. On-Premise Evidence Management. If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at Customer Sites (an **“On-Premises Evidence Management System”**), then, unless the Proposal specifies that any software is being purchased as Subscription Software, any (i) Equipment and (ii) Licensed Software installed at Customer Sites or on Customer-Provided Equipment purchased in connection with the On-Premises Evidence Management System is subject to the SLA. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Evidence Management System Warranty** (the **“System Warranty”**).

3.2. Cloud Hosted Evidence Management. If Customer purchases a Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service (**“Cloud Hosted Evidence Management System”**), then such software is subject to the SLA. Any Equipment purchased in connection with the Cloud Hosted Evidence Management System is subject to the MCA. System Warranty does not apply to Cloud Hosted Evidence Management Systems. System completion is determined in accordance with the provisions of **Section 12 –System Completion** below.

3.3. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the MCA, and as described in the applicable Addendum.

Section 4. Payment. Customer will pay invoices for the Products and Services covered by this MVVA in accordance with the invoice payment terms set forth in the MCA. Fees for Mobile Video Systems will be invoiced as of the System Completion Date, unless another payment process or schedule is set forth in the Proposal.

Section 5. On-Premises Evidence Management System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System described in **Section 3.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in

the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier.

Section 6. Additional Software and Video Terms and Conditions.

6.1. Unlimited Storage. Storage shall be specifically described in Proposal. “Unlimited Storage” related to Customer’s purchase of a Cloud Hosted Evidence Management system means storage of all data captured using Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer’s data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge Customer for such excess data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request.

6.2. Applicable End User Terms. Described in Section 5.6 of the SLA.

6.3. License Plate Recognition Data Ownership and Retention. Motorola retains all title and rights to Commercial LPR Data and Commercial Booking Images. Customer shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal law enforcement agencies (“LEAs”). LPR data and where applicable, booking images, collected by the License plate recognition (“LPR”) data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer’s own retention policy. LPR data and/or booking images that has reached the end of the retention period set by the Customer in ClientPortal or VehicleManager will be deleted in accordance thereof. Customer retains all rights to LPR data and booking images collected by Customer.

6.3.1 Data Sharing. Customer, at its option, may share its LPR data with other similarly situated LEAs which contract with Motorola to access Vigilant VehicleManager by selecting this option within Vigilant VehicleManager. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using Vigilant VehicleManager. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of Vigilant VehicleManager.

6.3.2. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access Vigilant VehicleManager on behalf of Customer through login credentials provided by Customer (“**User Eligibility Requirements**”) may access Vigilant VehicleManager. Motorola in its sole discretion may deny access to Vigilant VehicleManager to any individual based on such person’s failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Motorola. Customer will be responsible for all individuals’ access to, and use of, Vigilant VehicleManager through use of Customer login credentials, including ensuring their compliance with this Agreement. Customer shall notify Motorola immediately if Customer believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Motorola immediately if it becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts.

6.3.3 LEA Customers. If Customer is an LEA, other similarly situated LEAs that collect their own LPR data and booking images may opt to share such data with Customer using VehicleManager.

6.3.4. Non-LEA Customers. If Customer is a non-LEA Customer, other similarly situated ClientPortal customers that collect their own LPR data may opt to share such data with Customer using ClientPortal. Such LPR data generated by other ClientPortal customers is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective ClientPortal customer, and shall be used by Customer only in connection with its use of ClientPortal. Third-party LPR data that has reached its expiration date will be deleted from ClientPortal in accordance with the retention terms of the sharing entity.

6.4. Commercial Data Access. If Customer purchases a subscription to Commercial Data, then Customer shall execute and agree to the terms of Motorola's standard Data License Addendum, a copy of which is available upon request.

6.5. API Support. Described in the MCA.

6.6. Support of Downloaded Clients. Described in the MCA.

6.7. CJIS Security Policy. Described in the MCA.

Section 7. VaaS Program Terms. All hardware provided by Motorola to Customer under the VaaS Program will be considered Equipment, as defined in the MCA and constitutes a purchase of Equipment subject to the terms and conditions contained therein. In addition, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

7.1. Technology Refresh. Body cameras and associated batteries purchased under the VaaS Program ("**Body Cameras**") may be eligible for a technology refresh as described in the Proposal. If included in the Proposal, and in the event the Body Camera is eligible for replacement applicable under this **Section 7.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, or associated batteries (if specified in the Proposal) will not be eligible for a technology refresh hereunder.

7.2. No-Fault Warranty. If specified in the Proposal, and subject to the disclaimers set forth in the Agreement, upon delivery of Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The "**No-fault Warranty**" means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

7.3. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Proposal (the "**Initial Commitment Term**"). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term

(as defined below), Customer will be subject to the payments described in **Section 11.2 – Termination** hereunder.

Section 8. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers' initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a "**Subsequent Commitment Term**") with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a "**Commitment Term**".

Section 9. Included Subscription Software.

9.1 VideoManager EL. Subject to **Section 11.1 – VaaS Term**, if the Equipment purchased under the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System during the VaaS Term (as defined below), use of the Cloud Hosted Evidence Management System is subject to the MCA and SLA. Customer's subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, Customer's continued use of expired Equipment with the Cloud Hosted Evidence Management System is subject to Customer's purchase of additional access at Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.

9.2 CommandCentral. If specified and included in the Proposal, for each applicable Body Camera, in-car system or integrated system purchased, Customer will receive one user license for Motorola CommandCentral (CC), which provides access to CC Community, CC Capture, CC Vault and CC Records. Additional CC licenses may be purchased for an additional fee.

9.3 VideoManager EX: Subject to **Section 11.1 – VaaS Term**, if specified in the Proposal, Equipment purchased under the VaaS Program provides Customer with a single subscription to Video Manager EX during the VaaS Term (as defined below), the use of which is subject to the MCA and SLA. Following expiration of the applicable Commitment Term, Customer must purchase additional access to VideoManager EX, at Motorola's prevailing rates, to continue using expired Equipment with the VideoManager EX, or Motorola may disconnect connectivity of any expired Equipment.

9.4. Vigilant VehicleManager or Vigilant ClientPortal. The VaaS Program provides Customer with a subscription to Vigilant VehicleManager or Vigilant ClientPortal, as specified in the Proposal, during the VaaS Term (as defined below). Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the Vigilant VehicleManager or Vigilant ClientPortal, Customer must purchase additional access to Vigilant VehicleManager or Vigilant ClientPortal based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to such software.

9.4.1. Access. Use and access to VehicleManager is strictly restricted to Law Enforcement Agencies ("**LEAs**") and their Authorized Users. Non-LEAs and their Authorized Users may purchase/access Client Portal.

9.5. CarDetector. Customer may purchase Vigilant CarDetector which is Subscription Software. For Customers subscribing to CarDetector, Customer is required to obtain a CLK for each Motorola-approved camera which uses CarDetector. A CLK can be obtained by Customer by going to Motorola's company support website and completing the online request form to Vigilant technical support staff.

Section 10. VaaS Program Payment.

10.1 Mobile Video System: Unless otherwise provided in a Proposal (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in a Proposal. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be prorated based on the applicable number of days remaining in the such initial Subscription Quarter.

10.2 LPR System: Unless otherwise provided in a Proposal (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee yearly (each a "Subscription Year"), as set forth in a Proposal. If Customer orders any additional LPR Product(s) under the VaaS Program subsequent to Customer's initial purchase, the Fees for the additional LPR Product will be added to the yearly subscription Fee and will be payable on the same Fee payment schedule as the initial LPR Products purchased by the Customer; provided, however, that for the first Subscription Year during which such additional LPR Product(s) is purchased, the subscription Fee for the applicable additional LPR Product(s) will be prorated based on the applicable number of days remaining in such initial Subscription Year.

Section 11. VaaS Program Term and Termination.

11.1 VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this MVA, and will continue through the end of the final Commitment Term hereunder ("the "**VaaS Term**"). Following the end of any Commitment Term, Customer's access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term or the Initial Commitment Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Cloud Hosted Evidence Management System with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

11.2 Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA and SLA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the prorated remainder of the aggregate Equipment list

price (prevailing as of the time of delivery). This is calculated by multiplying the list price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order.

11.3 Post Termination Subscription Software Access. Upon completion of the VaaS Term, Customer may elect to purchase additional CLKs, at then current rates, for continued Vigilant CarDetector and/or Subscription Software access. If applicable, additional network costs, at then current rates, may apply. Any continued Software Subscription access shall continue to be governed by the MCA and SLA.

Section 12. System Completion. Any Mobile Video System sold hereunder will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of the applicable Mobile Video System (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that Beneficial Use will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Proposal. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance with the terms of the MCA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased under the MVA notwithstanding any delivery provisions of the Agreement, and this Section will control over such other delivery provisions to the extent of a conflict.

Section 13. Additional Cloud Terms. The terms set forth in Section 4.4 Additional Cloud Terms of the SLA apply in the event Customer purchases any cloud hosted software Products, including a Cloud Hosted Evidence Management System.

Section 14. Survival. The following provisions will survive the expiration or termination of this MVVA for any reason: Section 1 – Addendum; 3 – Evidence Management Systems; Applicable Terms and Conditions; Section 4 – Payment; Section 6.2 – Applicable End User Terms; Section 9.1 – VideoManager EL Section 11 – VaaS Program Term and Termination; Section 14 – Survival.

Drone Service Addendum

This Drone Service Addendum (this “DSA”) 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 or Services (as defined below) from Motorola (“Customer”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement and Subscription Software Addendum (collectively, the “MCA”) or Subscription Software Agreement (“SSA”), as applicable, entered into between the Parties, effective as of the earlier of (a) the first purchase of a Product or Service from Motorola, and (b) the date of the last signature on the first Ordering Document (as defined below) between the Parties (the “Agreement”), and the applicable Addenda. Capitalized terms used in this DSA, but not defined herein, will have the meanings set forth in the MCA, SSA or the applicable Addenda.

If you are purchasing Software or Services on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this DSA; (b) you have read and understand this DSA; and (c) on behalf of the Customer that you represent, you agree to this DSA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this DSA, please do not complete the purchase of Motorola’s CAPE solution (“CAPE”) from Motorola.

This DSA governs Customer’s purchase of Motorola’s CAPE solution and will form part of the Parties’ Agreement. This DSA will control with respect to conflicting or ambiguous terms in the MCA or SSA or any other applicable Addendum, but only as applicable to the CAPE system purchased under this DSA and not with respect to other Products and Services.

1. DRONE SOFTWARE AND SERVICES

1.1 CAPE is a cloud platform for unmanned aerial vehicles (“Drones” or “Drone Hardware”) that provides the ability for Authorized Users to remotely operate a Drone in near real-time. The CAPE platform combines flight control and near real time video streaming with Drones.

1.2 Access to CAPE is offered on an annual subscription basis, priced according to the tier of the CAPE solution to be deployed. Pricing is provided in the applicable Ordering Document.

1.3 Limitations. Customer may access and use CAPE solely for its own benefit and in accordance with the terms of this DSA and the Agreement.

2. RESPONSIBILITIES

Customer will provide email addresses for Authorized Users who need access to Software and Services. Motorola will establish user accounts and provide access to Software and Services for Authorized Users defined by Customer. Motorola will provide initial Software and Services setup and initial training to specified customer pilots on the usage of the solution as set out in the applicable Ordering Document.

Customer is responsible for all Drone Hardware, Drone operations, operating policies and procedures, internet connectivity and all IT equipment and infrastructure. Customer is also responsible for providing Drone pilots and ensuring all such pilots have all applicable

authorizations, including any Federal Aviation Administration (“FAA”) authorizations, for all Drone operations. Customer is responsible for also obtaining any FAA Certificate of Authorizations (“CoA”) and regulatory approvals and waivers needed to ensure safe and FAA compliant Drone operations. Customer is responsible for selecting Drone pilots capable of operating Drone Hardware. Motorola will solely provide access to Software and Services that supplements Customer’s Drone operations. Customer will comply with Motorola’s Acceptable Use Policy at: https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/acceptable-use-policy.html.

3. ACCESSING THE SERVICES

3.1 Account Authorization. Motorola will establish the Customer account (“Account”) and provide Customer with an administrative portal. Customer may access the Software and Services and administer permissions, including establishing Authorized Users authorized to access the Account. Access information for the Account is for Customer’s internal use only. Customer agrees not sell, transfer or sublicense the access information to any other entity or person, except that Customer may enable access by its agents and subcontractors performing work on its behalf. Customer is responsible for the security of its passwords, use of the Account and for all activities that occur under the Account. Motorola, its affiliates and suppliers specifically disclaim any and all responsibility for unauthorized access to Customer Account. Customer agrees to diligently monitor the Account, to restrict use by unauthorized persons. Customer accepts full responsibility for any unauthorized use of the Software and Services. Customer shall notify Motorola immediately of any unauthorized use of its password(s) or any other breach of security.

3.2 Necessary Equipment and Software: The Software and Services is a cloud service provided over the internet. Customer must provide all equipment and software necessary to connect to the Software and Services. Customer is solely responsible for any fees, including Internet connection or mobile fees, that incur when accessing the Software and Services and transferring data.

3.3. Security, Availability and Backup: Motorola will implement reasonable and appropriate measures designed to help Customer secure content and data against accidental or unlawful loss, access or disclosure. Motorola procures cloud hosting services from reputable third party vendors (such as AWS and Google) and has no control over the methods they use for security and integrity of data on their servers. Motorola will use reasonable efforts to coordinate platform maintenance activities with such providers but is not responsible for service interruptions or breach or other loss of data caused due to such third party providers. Customer is responsible for properly configuring and using the Software and Services and otherwise taking appropriate action to secure, protect and backup accounts and content in a manner that will provide appropriate security and protection, which might include use of encryption to protect content and routinely archiving content and data.

4. DATA STORAGE

The Software and Services is not intended to be used as a video storage solution. Motorola does not provide an archiving service for Drone photo and video data, flight information, or any other information. Motorola expressly disclaims any and all obligations with respect to storage. Motorola reserves the right to delete any data stored in the solution, such as video or pictures that are over thirty (30) calendar days old.

5. DATA RETRIEVAL

Motorola will leverage different types of storage to optimize the Software and Services, as determined by Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed.

6. MAINTENANCE

Motorola will periodically perform maintenance of the Software and Services. Authorized Users may experience an interruption in service during such maintenance efforts.

7. NETWORK / INTERNET / OTHER REQUIREMENTS

7.1 The Software and Services requires the availability of appropriate network and internet connections. If any of the below items apply, additional deployment services may be needed to enable a successful deployment. Such additional deployment services will be provided for an additional fee.

Customer's internet is through private IT strict firewall policies, not able to install software on PC's

Customer requires multiple upload locations through different internet providers at each site
Customer has slow internet (<20MBps or higher for 4k video upload)

Customer doesn't have Wi-Fi

Customer doesn't use a Chromium based browser or uses conflicting Google Chrome extensions

Customer requires multiple upload locations

Customer has multicast disabled on their wireless network

Customer wants to utilize MAC address filtering

7.2 The following are not supported:

Wi-Fi AP's do not support 802.11AC

Customer AP does not support DNS-SD, and/or the Apple Bonjour suite

8. TERMINATION

8.1 Termination of Software and Services by Motorola. Motorola has the right to suspend or terminate use of the Software and Services at any time if it determines in its sole discretion that Customer or its Authorized Users are in violation of the terms of this DSA or the Agreement, or if necessary to avoid a violation of applicable law. Motorola will use reasonable efforts to notify Customer of its determination. In suspending or terminating the Software and Services, Motorola reserves and does not waive any rights or remedies available to it under this DSA or at law. Motorola shall not be liable to Customer or any third-party for any termination of Customer Account.

8.2 Termination of Software and Services by Customer. Customer may terminate the Agreement at any time by (a) notifying Motorola and (b) closing your Account. Your notice should be sent, in writing, to the following Motorola address: Attn: Motorola Solutions, Inc., 500 W. Monroe Street, Suite 4400, Chicago, IL 60661.

8.3 Effect of Termination. Termination by Customer for convenience during a subscription term does not entitle Customer to a refund of fees. Upon termination of the Software and Services, Customer will be prevented from further access and use of the portal and passwords, files, and all information associated with or inside the Account will be deleted.

9. REMEDIES FOR VIOLATIONS

If Motorola becomes aware of any possible violations of this DSA, Motorola reserves the right to investigate such violations. If, as a result of the investigation, Motorola believes that unlawful activity has occurred, Motorola reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Motorola is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Software and Services to (a) comply with applicable laws, legal process or governmental request; (b) enforce the Agreement and DSA; (c) respond to requests for Customer assistance; (d) protect the rights, property or personal safety of Motorola, its employees, subcontractors, agents, or the public, or (e) in connection with all enforcement actions or to government officials, as Motorola in its sole discretion believes to be necessary or appropriate.

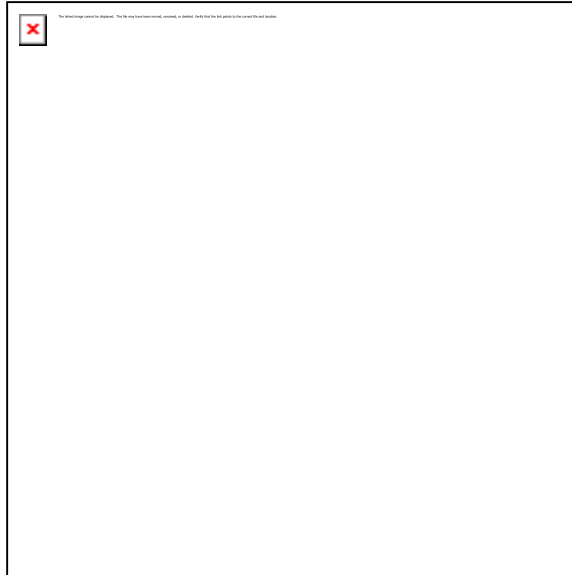
10. DRONE OPERATION INDEMNITY

To the extent permitted by applicable law, Customer shall defend, indemnify and hold harmless Motorola from all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for damages arising from or related to personal injury, property damage or loss of life caused by a Customer Drone during Customer's Drone operations.

11. THIRD PARTY DRONE PROVIDERS

11.1 If Customer has requested the interface of CAPE with Drones provided by a third party ("Drone Provider"), Customer agrees to the applicable terms and conditions of the Drone Provider.

11.2 MOTOROLA DISCLAIMS ANY LIABILITY FOR THE DRONE PROVIDER'S COLLECTION, USE, TRANSFER, AND ANY OTHER PROCESSING OF CUSTOMER'S INFORMATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT MOTOROLA DOES NOT HAVE CONTROL AND SHALL HAVE NO LIABILITY REGARDING THE INFORMATION THAT MAY BE COLLECTED BY DRONE PROVIDER'S SDK AND HOW SUCH DATA MAY BE USED BY DRONE PROVIDER AND/OR THIRD PARTIES RECEIVING SUCH INFORMATION FROM DRONE PROVIDER. CUSTOMER WILL INDEMNIFY AND HOLD MOTOROLA HARMLESS FOR CUSTOMER'S FAILURE TO PROVIDE NOTICE AND OBTAIN THE NECESSARY CONSENTS AS PROVIDED IN THIS SECTION.



PEREGRINE CUSTOMER ORDER FORM & SCOPE OF SERVICES

Customer Information	
Customer Name: Marina Police Department	Contact: Chief Randy Hopkins
Address: 211 Hillcrest Ave Marina, Ca	Phone: 831-884-1278
Email: rhopkins@cityofmarina.org	Fax: N/A

Peregrine Services
Effective Date: October 31, 2024
Term: From the Effective Date through October 31, 2029 (" <u>Initial Term</u> ").
Service Fee: The following fee schedule is available to the Customer if Order Form is signed on or before November 1, 2024. Unless otherwise terminated as set forth in the Terms and Conditions, Customer shall pay Peregrine a service fee of \$43,500 annually for the Term as follows: a. \$43,500 within 30 days of the Effective Date b. \$43,500 within 30 days of October 31, 2025 c. \$43,500 within 30 days of October 31, 2026 d. \$43,500 within 30 days of October 31, 2027

August 27, 2024

e. \$43,500 within 30 days of October 31, 2028 Other than the period beginning in 2024, the recurring annual service fee, set forth herein, is subject to City Council appropriation for any annual period thereafter.
Users: Customer may allow an unlimited number of employees of the Marina Police Department to access and use the Service.
Onboarding and Training Services: Peregrine will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the analytic capabilities of the Service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties. Peregrine will provide such additional training at least two times per year, if requested by Customer.
Professional Services: The initial Customer Data sources and systems that Peregrine will integrate with the Service for Customer are: Tri-Tech CAD, Mark 43 RMS, Motorola Body Worn Camera/Digital Evidence, Flock LPR (30-day retention), Axon Fleet 3 LPR (30-day retention), and Lefta Professional Standards data. The fee schedule above provides support for up to twenty (20) million annual LPR detections. Customer is responsible for any API or data access fees imposed by third party vendors that Customer contracts with for Customer Data. Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All additional data integration services or new functionality and corresponding fees will be set forth in a statement of work. For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions.

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the “**Terms and Conditions**,” and together with this Order Form, the “**Agreement**”). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order Form, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

Peregrine:
Customer:

By: _____

By: _____

Name: Nicholas Noone

Name: _____

Title: President & CEO

Title: _____

Date Signed: _____

Date Signed: _____

Attest:

[XX]

Peregrine Customer Terms and Conditions

These Peregrine Customer Terms and Conditions govern the provision of the services described on the attached Order Form (“**Order Form**”) by Peregrine Technologies, Inc. (“**Peregrine**”) to the Marina Police Department (“**Customer**”). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

“**Aggregated Data**” has the meaning specified in Section 6.1.

“**CJIS Security Policy**” means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

“**Client-Side Software**” means any software in source or object code form that Peregrine makes available for use in connection with the Service, including Peregrine’s mobile application(s).

“**Criminal Justice Information Services Division**” or “**CJIS**” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

“**Customer Data**” means any of Customer’s data, information, documents or electronic files that are provided to Peregrine via the Service or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine’s integration with the Service; provided that, for purposes of clarity, Customer Data as defined herein does not include Aggregated Data.

“**Documentation**” means the materials supplied by Peregrine hereunder, in any media, including any and all installer’s, operator’s and user’s manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

“**Personal Information**” means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered “personal data”, “personally identifiable information”, or something similar under applicable laws, rules, or regulations relating to data privacy.

“**Professional Services**” has the meaning specified in Section 2.2.

“**Service**” means Peregrine’s proprietary platform that assists Users with criminal investigations and police leadership decision making, consisting of a hosted web-based interface and the Client-Side Software. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

“**SOW**” has the meaning specified in Section 2.2.

“**Third Party Data**” means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

“**Third Party Products**” means any third-party products provided with, integrated with, or incorporated into the Service, including Third Party Data.

“**Users**” means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.

2.1. Service. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Customer may: (a) access and use the Service for up to the number of Users set forth in the Order Form, (b) download and reproduce the applicable Documentation solely for internal use in association with the Service, and (c) download, install, and use any Client-Side Software in support of Customer’s

use of the Service, in each case on a nonexclusive, non-transferable, and non-sublicensable basis and solely for Customer's internal business purposes. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("**Onboarding and Training Services**"), and (iii) telephone and standard technical support to Customer during normal business hours ("**Technical Support**"). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

2.2. Professional Services. Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "**SOW**," and such services, the "**Professional Services**"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below. To the extent the Professional Services result in any software code or other tangible work product ("**Work Product**"), all such Work Product will remain owned solely and exclusively by Peregrine and may be used by Customer solely in connection with Customer's authorized use of the Service under this Agreement. Customer shall permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Professional Services.

2.3. Access and Policies. Customer will permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer's facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services to the extent that Customer's existing hardware, software, and data source agreements allow. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

2.4. Compliance with Applicable Laws. Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Service hereunder.

2.5. Licenses and Permits. Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

2.6. Nondiscrimination and Equal Opportunity. Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, gender expression, ancestry, familial status, military or veteran status, or reproductive health decisionmaking, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

2.7. Suspension. Notwithstanding anything to the contrary in this Agreement, Peregrine may temporarily suspend Customer's and any User's access to any portion or all of the Service if: (a) Peregrine reasonably determines that (i) there is a threat or attack on the Service; (ii) Customer's or any User's use of the Service disrupts or poses a security risk to the Service or to any other customer or vendor of Peregrine; (iii) Customer, or any User, is using the Service for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become

the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) Peregrine's provision of the Service to Customer or any User is prohibited by applicable law; or (vi) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an User through the Service may infringe or otherwise violate any third party's intellectual property or other rights; (b) any vendor of Peregrine has suspended or terminated Peregrine's access to or use of any Third Party Products required to enable Customer to access the Service; or (c) if Customer fails to pay any undisputed fees when due (any such suspension described in subclauses (a), (b), or (c), a "**Service Suspension**"). Peregrine shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. Peregrine shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Peregrine will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension. Customer shall not be obligated to pay annual service fees on the schedule stated in this Agreement during periods of temporary suspension. Annual service fees shall be due when Service resumes. Customer shall not be obligated to pay, and Peregrine shall reimburse a pro-rata share of the annual service fee (based on number of days of suspension out of 365 days in the year) for any Service Suspension caused by Subclause (a)(i), (a)(iv), (a)(v), (b) that exceeds 14 days.

2.8. Third Party Products. Peregrine may from time to time make Third Party Products available to Customer or Peregrine may allow for certain Third Party Products to be integrated with the Service. For purposes of this Agreement, such Third Party Products are subject to their own terms and conditions. Peregrine is not responsible for the operation of any Third Party Products and makes no representations or warranties of any kind with respect to Third Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third Party Products, then Customer should not install or use such Third Party Products. By authorizing Peregrine to transmit Customer Data from Third Party Products into the Service, Customer represents and warrants to Peregrine that it has all right, power, and authority to provide such authorization.

2.9. Open Source Components. Certain aspects of the Service, such as the Client-Side Software, may contain or be distributed with open source software code or libraries ("**Open Source Components**"). Peregrine will provide a list of Open Source Components for a particular version of any distributed portion of the Service, such as the Client-Side Software, on Customer's request. To the extent required by the license applicable to such Open Source Components: (a) Peregrine will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (b) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Peregrine to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third Party Products.

3. Customer Responsibilities.

3.1. Generally. Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; (d) ensure each User has its own unique account on the Service and that Users do not share their account credentials with one another or any third party; and (e) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

3.2. Use Restrictions. Customer shall not use the Service for any purposes beyond the scope of access granted under this Agreement. Without limiting the generality of the foregoing, Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store material that Customer knows is infringing or unlawful material; (d) send or store material that Customer knows is containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) knowingly interfere with or disrupt the integrity

or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) copy, modify, or create derivative works based upon the Service or any component thereof; (h) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service or any component thereof; (i) knowingly use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any third party or that violates any applicable law; (j) access or use the Service for purposes of competitive analysis of Peregrine or the Service, the development, provision, or use of a competing service or product, or any other purpose that is to Peregrine's detriment or commercial disadvantage; or (k) input, upload, transmit, or otherwise provide to or through the Service any information or materials, including Customer Data, that are unlawful in any way.

3.3. CJIS Requirements. Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

3.4. Operation Restrictions. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

3.5. Customer Logo. Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that such use will comply with any standard trademark guidelines or Customer's policy regarding use of name and logo provided by Customer to Peregrine.

3.6. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Peregrine by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Peregrine is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback.

4. Fees & Payment.

4.1. Fees. Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs. All fees are non-refundable except to the extent otherwise expressly set forth in this Agreement.

4.2. Payment Terms. Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

4.3. Taxes. Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights. The "**Peregrine Technology**" means (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology included in the Service, including Client-Side Software, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets,

techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services. Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth in Section 2.1 above, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, “**Peregrine Technology**” does not include Customer Data.

6. Data Access, Sharing and Security.

6.1. Customer Data. Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer’s usage of the Service (e.g., frequency of logins) (“**Peregrine Insights**”) and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users (“**Aggregated Data**”) for Peregrine’s internal business purposes and to operate and improve Peregrine’s proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination or expiration of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion, after reimbursing to Customer a pro rata share of the annual fee based on number of days remaining in the year. Customer may terminate the Agreement if Peregrine terminates the provision of any Customer Data via the Service.

6.2. CJIS Security Policy. Peregrine has implemented procedures to allow for adherence to and during the Agreement Term shall adhere to the CJIS Security Policy in providing the Service and storing and granting access to Customer Data. The hosting facility for the Service uses and shall use throughout the Term of the Agreement access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured, and shall maintain throughout the Term of the Agreement, solid network intrusion prevention appliances for adherence to the CJIS Security Policy. Peregrine shall timely notify Customer of any actual, suspected, or alleged use, disclosure, or acquisition of Customer Data by an unauthorized actor. In the event of such an unauthorized disclosure, Peregrine shall promptly reimburse Customer for any costs associated with Customer investigating, addressing, and responding to an incident due to a failure of Peregrine to keep Customer Data secure. Peregrine shall perform information security audits to ensure compliance with the CJIS Security Policy, and certify the results to Customer annually prior to the month and day of the Effective Date.

6.3. Third Party Data. Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner’s retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine’s applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.4. Processing of Personal Information. Peregrine’s rights and obligations with respect to Personal information it collects directly from individuals are set forth in Peregrine’s Privacy Policy <<https://peregrine.io/privacy-policy/>>. Personal Information included within Customer Data and processed by Peregrine on behalf of Customer is governed by this Agreement.

6.5. Sensitive Information; Marking Requirements. To the extent Customer provides Customer Data that Customer considers to be sensitive, proprietary, restricted, or otherwise requiring sensitive treatment (“**Sensitive Information**”), Customer is solely responsible for providing appropriate markings to designate the applicable Customer Data as Sensitive Information. Customer shall provide Peregrine with documentation and/or instructions in writing with sufficient detail for Peregrine to identify and distinguish content that is Sensitive Information within other provided Customer Data. Customer shall (a) mark Sensitive Information on its face, (b) make the appropriate designations for Sensitive Information in document metadata, (c) provide Peregrine with a table or other list of Sensitive Information that contains sufficient detail to identify the Sensitive Information; or (d) identify Sensitive Information to Peregrine in some other mutually agreed upon method. Peregrine shall not be responsible for failure

to designate Sensitive Information with specific access control status based on Customer failure to provide sufficient information to identify Sensitive Information.

7. Confidentiality.

7.1. Definition of Confidential Information. The term “**Confidential Information**” means all confidential and proprietary information of a party (“**Disclosing Party**”) disclosed to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

7.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party’s prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.

7.3. Exceptions. The parties’ obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.4. Public Records Acts. Peregrine acknowledges that Customer is a public entity and may be governed by applicable laws, rules, or regulations relating to public records (each a “**Public Records Act**”). Nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with an applicable Public Records Act to the extent legally required.

7.5. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1. Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

8.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification.

9.1. Indemnification by Peregrine. Peregrine shall at its expense defend, hold harmless, and indemnify Customer and its officers, directors, officials, agents, volunteers and employees (“**Customer Indemnified Parties**”) from and against any and all liability, loss, damage, claims, expenses, and costs fines or penalties (including without

August 27, 2024

limitation, attorney's fees and other costs of litigation), of every nature arising out of or in connection with Peregrine's provision of or Customer's use of the Service or Professional Services hereunder, (including, without limitation, claims alleging that provision or use of the Service infringes any intellectual property rights of a third party, and claims alleging theft, loss, or misuse of data, or release of Personal Information), or Peregrine's failure to comply with any of its obligations contained in the Agreement (each a "**Customer Claim**"). Customer shall (a) promptly give written notice of the Customer Claim to Peregrine; (b) give Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer, or waives any Customer right, without Customer's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (c) provide to Peregrine, at Peregrine's cost, all reasonable assistance in the defense and settlement of the Customer Claim. Peregrine shall have no obligation under this Section 9.1 for loss or damage which was caused by the sole negligence of willful misconduct of Customer in, or authorizing, (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine (where the liability would not have arisen but for such modification), (iii) any combination of the Service with services or technologies not provided by Peregrine (where the liability would not have arisen but for such combination), or (iv) Customer's use of the Service or portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1. If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer to continue to use potentially infringing portion of the Service, (y) modify the Service to avoid a potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to infringing portions of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date. Peregrine's duty to defend applies immediately, whether or not liability is established. An allegation or determination that persons other than Peregrine are responsible for the Customer Claim does not relieve Peregrine from its separate and distinct obligation to defend as stated herein. Acceptance by Customer of insurance certificates and endorsements required under this Agreement does not relieve Peregrine from liability under this indemnification and hold harmless clause. The obligations of Peregrine under this Section 9.1 will not be limited by the provisions of any workers' compensation act or similar act. Peregrine expressly waives its statutory immunity under such statutes or laws as to Customer, its officers, officials, agents, employees, and volunteers. Peregrine shall provide Customer all reasonable assistance and cooperation with any pending litigation, or with any investigation in connection with a security breach, including compliance with third-party legal hold notices, preservation notices, and discovery requests.

9.2.

10. Limitation of Liability.

10.1. Exclusion of Consequential and Related Damages. EXCEPT FOR A PARTY'S BREACH OF SECTION 7, A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11. Term & Termination.

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form ("**Term**"), unless earlier terminated in accordance with the Order Form or Section 11.2

11.2. Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination.

11.3. Data. Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.

11.4. Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5, 6.1, 6.3, 7, 8, 9, 10, 11.3, 11.4, and 12.

12. General Provisions.

12.1. Insurance. Peregrine shall maintain the insurance coverages described on Appendix A: Insurance.

12.2. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Peregrine shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever. Customer shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Peregrine. Should any court, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS), the Internal Revenue Service or the State Employment Development Division, determine that Peregrine, or any of its employees, agents, or subcontractors, is an employee for any purpose, then Peregrine agrees to a reduction in fees payable under this Agreement, or to promptly remit to Customer any fees due by Customer as a result of such determination, so that Customer's total expenses under this Agreement are not greater than they would have been had the determination not been made.

12.3. Peregrine's Books and Records. To the extent required by applicable laws, rules, or regulations, Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer.

12.4. Force Majeure. Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, and earthquakes, (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.5. Federal Government. Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

12.6. Additional Government Terms. Peregrine acknowledges that Customer may be a public entity and, accordingly, certain additional laws, rules, and regulations may take precedence over the terms and conditions of this Agreement (the "**Additional Government Terms**"). The Additional Government Terms, if any, are attached hereto as Appendix B, and will govern to the extent of any conflict with any other term of this Agreement.

12.7. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

12.8. Waiver; Cumulative Remedies Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.9. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.10. Governing Law. This Agreement shall be governed by the laws of California. The state courts located in **San Francisco County, CA** or in the **United States District Court for the Northern District of California** shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

12.11. Construction. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement,” “hereof,” “hereunder” and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words “include” and “including,” and variations thereof, will be deemed to be followed by the words “without limitation” and “discretion” means sole discretion

12.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

Appendix A: Insurance

Peregrine, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. The cost of such insurance shall be included in the Peregrine's bid or proposal. Peregrine shall be fully responsible for the acts and omissions of its subcontractors or other agents.

Workers' Compensation. Peregrine shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Peregrine in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Customer upon written verification that Peregrine is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

Commercial General and Automobile Liability Insurance

General requirements. Peregrine, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Peregrine has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. Customer, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Peregrine, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Peregrine. Coverage can be provided in the form of an endorsement to the Peregrine's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Peregrine's insurance covered shall be primary insurance as respects the Customer, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, agents or volunteers shall be excess of the Peregrine's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Peregrine agrees to give at least 30 days prior written notice to Customer before coverage is canceled or modified as to scope or amount.

Technology Professional Liability Errors and Omissions Insurance.

General requirements. Peregrine, at its own cost and expense, shall maintain for the period covered by this Agreement technology professional liability errors and omissions insurance appropriate to Peregrine's profession and work under this Agreement for professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 per occurrence or claim covering the Peregrine's errors and omissions. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Peregrine in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or

destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses. Customer, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Peregrine.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of Customer in the care, custody, or control of Peregrine. If not covered under Peregrine’s liability policy, such “property” coverage of Customer may be endorsed onto Peregrine’s Cyber Liability Policy as covered property.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Peregrine must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the Customer for review prior to the commencement of any work under this Agreement.

Cyber Liability Insurance.

Peregrine, at its own cost and expense, shall maintain for the period covered by this Agreement, Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Peregrine in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses. Customer, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Peregrine.

All Policies Requirements.

Submittal Requirements. Peregrine shall submit the following to Customer prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial, Automobile Liability, Technology Professional Liability Errors and Omissions, and Cyber Liability Policies.

Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

Deductibles and Self-Insured Retentions. Insurance obtained by the Peregrine shall have a self-insured retention or deductible of no more than \$100,000.

Wasting Policies. No policy required herein shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

Waiver of Subrogation. Peregrine hereby agrees to waive subrogation which any insurer or contractor may require from Peregrine by virtue of the payment of any loss. Peregrine agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Customer for all work performed by the Peregrine, its employees, agents, and subcontractors.

Subcontractors. Peregrine shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Peregrine shall ensure that Customer, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

Excess Insurance. If Peregrine maintains higher insurance limits than the minimums specified herein, Customer shall be entitled to coverage for the higher limits maintained by the Peregrine.

Remedies. In addition to any other remedies Customer may have if Peregrine fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Customer may, at its sole option, order Peregrine to stop work under this Agreement and withhold any payment that becomes due to Peregrine hereunder until Peregrine demonstrates compliance with the requirements hereof, or terminate this Agreement.

Appendix B: Provisions for California Public Entities

Compliance with Applicable California Laws. Peregrine shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

California Public Records Act. Peregrine acknowledges that Customer is a public entity governed by the California Public Records Act and that nothing in this Agreement shall prevent Customer from disclosing Confidential Information for purposes of complying with the California Public Records Act.

PERS Indemnification by Peregrine. In the event that Peregrine or any employee, agent, or subcontractor of Peregrine providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of Customer, at Peregrine shall indemnify, defend, and hold harmless Customer for the payment of any employee and/or employer contributions for PERS benefits on behalf of Peregrine or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Customer.

Political Reform Act Conflicts. Peregrine may serve other clients, but none whose activities within the corporate limits of Customer or whose business, regardless of location, would place Peregrine in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

California State Auditor Requirements. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

1842730.2



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

EXHIBIT C

Q-637387-45610.811DB

Issued: 11/14/2024

Quote Expiration: 11/29/2024

Estimated Contract Start Date: 02/15/2025

Account Number: 108366

Payment Terms:

Delivery Method:

SHIP TO	BILL TO
Marina Police Dept. - CA 211 Hillcrest Ave Marina, CA 93933-3534 USA	Marina Police Dept. - CA PO Box 5624 Carmel By The Sea CA 93921-5624 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Birt Phone: Email: dbirt@axon.com Fax:	Steven Russo Phone: (831) 901-4052 Email: srusso@cityofmarina.org Fax: (831) 751-9091

Quote Summary

Program Length	60 Months
TOTAL COST	\$160,083.00
ESTIMATED TOTAL W/ TAX	\$172,480.66

Discount Summary

Average Savings Per Year	\$9,160.40
TOTAL SAVINGS	\$45,802.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$32,016.60	\$2,479.53	\$34,496.13
Jan 2026	\$32,016.60	\$2,479.53	\$34,496.13
Jan 2027	\$32,016.60	\$2,479.53	\$34,496.13
Jan 2028	\$32,016.60	\$2,479.53	\$34,496.13
Jan 2029	\$32,016.60	\$2,479.54	\$34,496.14
Total	\$160,083.00	\$12,397.66	\$172,480.66

Quote Unbundled Price:

\$205,885.00

Quote List Price:

\$173,104.00

Quote Subtotal:

\$160,083.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	35	60	\$96.85	\$81.24	\$76.23	\$160,083.00	\$12,397.66	\$172,480.66
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$160,083.00	\$12,397.66	\$172,480.66

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	35	2	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	35	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	700	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	35	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	35	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	110	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	280	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	100	1	01/15/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	280	1	01/15/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	110	1	01/15/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	280	1	01/15/2028

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	100	1	01/15/2029
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	280	1	01/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	35	02/15/2025	02/14/2030
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/15/2025	02/14/2030
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	35	02/15/2025	02/14/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	35
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	01/15/2026	02/14/2030
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	35	01/15/2026	02/14/2030
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	01/15/2026	02/14/2030
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	35	01/15/2026	02/14/2030
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	01/15/2026	02/14/2030
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/15/2026	02/14/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	211 Hillcrest Ave	Marina	CA	93933-3534	USA
2	211 Hillcrest Ave	Marina	CA	93933-3534	USA

Payment Details

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	35	\$32,016.60	\$2,479.53	\$34,496.13
Total				\$32,016.60	\$2,479.53	\$34,496.13

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	35	\$32,016.60	\$2,479.53	\$34,496.13
Invoice Upon Fulfillment	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Total				\$32,016.60	\$2,479.53	\$34,496.13

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	35	\$32,016.60	\$2,479.53	\$34,496.13
Total				\$32,016.60	\$2,479.53	\$34,496.13

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	35	\$32,016.60	\$2,479.53	\$34,496.13
Total				\$32,016.60	\$2,479.53	\$34,496.13

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	35	\$32,016.60	\$2,479.54	\$34,496.14
Total				\$32,016.60	\$2,479.54	\$34,496.14

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/14/2024





MST HIGHLIGHTS
Board of Directors Meeting
November 4, 2024

RECOGNIZED NOVEMBER EMPLOYEE OF THE MONTH

The MST Board adopted Resolution 2025-07 recognizing Natalie Flores, Associate Planner, as the November 2024 Employee of the Month for her outstanding contribution to MST and to the entire community.

RESOLUTION OF APPRECIATION

The MST Board adopted Resolution 2025-08 in appreciation of the Honorable California State Senator Anna Caballero for her support of Monterey-Salinas Transit District.

BLACK OAK CLEANING SERVICES CONTRACT

The MST Board authorized the General Manager/CEO or their designee to enter into a three (3) year contract with Black Oak Cleaning Services, with the option to extend for three (3) additional one (1) year periods for \$64,580/year for the initial three (3) year term, and \$66,480/year for the option years, with a total contract value not to exceed \$393,180

BUS STOP REMOVAL POLICY

The MST Board approved the Bus Stop Removal Policy.

APPROVED GENERAL MANAGER/CEO PERFORMANCE INCENTIVE

The MST Board approved a 5% Incentive Pay for the General Manager/CEO.

NEXT MST BOARD MEETING

The next regular MST Board meeting is scheduled for December 9, 2024.

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA,
ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE
CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2024-1
(THE DUNES WEST SIDE SERVICES) AUTHORIZING THE LEVY OF
SPECIAL TAXES WITHIN THE DISTRICT**

An ordinance authorizing the levy of special taxes within the City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services) (the "District") pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the Mello-Roos Community Facilities Act of 1982 ("Act") and Chapter 3.35 of the City of Marina Municipal Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds that:

A. On September 4, 2024, the City Council ("City Council") of the City of Marina ("City") adopted a resolution ("Resolution of Intention") declaring its intention to form the District pursuant to the Act.

B. On October 15, 2024, after providing all notice required by the Act, the City Council opened a noticed public hearing, which public hearing was continued to November 6, 2024 (the "Public Hearing") and was conducted by the City Council as required by the Act, at which the City Council considered the proposed formation of the District, and the proposed levy of a special tax within Tax Zone 1, Tax Zone 2 and Tax Zone 3 of the District to finance certain public services ("Services"), and incidental and administrative expenses to be incurred in connection with financing the Services and forming and administering the District (collectively, the "Administrative Expenses"), each as described in the Resolution of Intention, as such resolution was amended by a resolution of the City Council of the City of Marina adopted on November 6, 2024 (the "Resolution of Formation").

C. At the Public Hearing, all persons desiring to be heard on all matters pertaining to: (i) the proposed formation of the District and (ii) the proposed levy of a special tax within the District to finance the Services and Administrative Expenses were heard and a full and fair hearing was held.

D. On November 6, 2024, the City Council adopted the Resolution of Formation which formed the District and called a special election within the District to be held on January 10, 2024 (or such earlier date as all ballots are received, or such later date as is consented to by the City Clerk of the City), on two propositions for the District relating to the levy of a special tax within the District and the establishment of an appropriations limit within the District.

E. On November 6, 2024, a special election was held within the District at which the qualified electors therein approved by more than a two-thirds vote, Propositions A and B as set forth in Attachment "C" to the Resolution of Formation, authorizing the levy of a special tax within the District for the purposes described in the Resolution of Formation and establishing an appropriations limit for the District.

F. Section 53340 of the Act requires the adoption of this Ordinance in order to levy the special tax within the District for the purposes described in the Resolution of Formation.

SECTION 2. The City Council hereby authorizes the levy of a special tax within the District. The special taxes shall be levied pursuant to Sections 53328 and 53340 of the Act and Chapter 3.35 of the City of Marina Municipal Code. The special taxes shall be levied on the property within the District at the time of formation thereof, at the rates and in accordance with the rate and method of apportionment of special tax ("Rate and Method") set forth in Attachment "A" to the Resolution of Formation, which is incorporated herein by reference. The special taxes are hereby levied within the District each fiscal year so long as is required to pay for the Services.

SECTION 3. Each of the City Manager of the City (the "City Manager"), the Finance Director of the City (the "Finance Director"), or any other person or persons designated by the City Manager or the Finance Director (collectively, "Authorized Officers"), is hereby authorized and directed each fiscal year to determine the specific special tax rates and amounts to be levied in such fiscal year on each parcel of real property within the District at the time of formation, in the manner and as provided in the Rate and Method. The special tax rate levied on a parcel pursuant to the Rate and Method shall not exceed the maximum rate set forth in the Rate and Method for such parcel, but the special tax may be levied at a lower rate. Each Authorized Officer is hereby authorized and directed to provide all necessary information to the Monterey County Treasurer-Tax Collector and to otherwise take all actions necessary in order to effect proper billing and collection of the special tax within the District, so that the special tax shall be levied and collected in sufficient amounts and at times necessary to satisfy the financial obligations of the District in each fiscal year until a determination by the City Council, acting as the Legislative Body of the District, that the special tax shall no longer be levied to pay for the Services.

SECTION 4. Properties or entities of the state, federal or other local governments shall be exempt from the special tax for the District, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act and Section E of the Rate and Method. "Parcel D" as defined in the Rate and Method is also exempt from the special tax for the District in certain circumstances as described in the Rate and Method. No other properties or entities within the District are exempt from the special tax unless the properties or entities are expressly exempted in the Resolution of Formation, or in a resolution of consideration to levy a new special tax or special taxes, or to alter the Rate and Method or an existing special tax as provided in Section 53334 of the Act.

SECTION 5. All of the collections of the special tax within the District shall be used as provided for in the Act, the Rate and Method, and the Resolution of Formation.

SECTION 6. The special tax within the District shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for *ad valorem* taxes (which procedures include the exercise of all rights and remedies permitted by law to make corrections, including, but not limited to, the issuance of amended or supplemental tax bills), as such procedures may be modified by law or by the City Council from time to time.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 19, 2024

**CITY COUNCIL TO PROVIDE DIRECTION TO STAFF FOR THE
AQUATIC AND SPORTS CENTER BUILDING REHABILITATION
PROJECT (CAPITAL PROJECT NUMBER QLF 2004) INCLUDING:
UPDATED DESIGN AND PROGRAMMING; PROPOSED PROJECT
PHASING; FUNDING OPTIONS; AND OTHER ALTERNATIVES**

RECOMMENDATION:

It is requested that the City Council provide staff direction for continuing the rehabilitation of the Aquatic and Sports Center (Capital Project Number QLF 2004) including: updated design and programming features; proposed project phasing; funding options and other alternatives.

BACKGROUND:

In June 2005, the City of Marina adopted a Parks and Recreation Facilities Master Plan (the Master Plan). The Master Plan adopted a mission statement that says, “The City of Marina is committed to establishing and maintaining facilities, parks and services that enhance the quality of life for all ages, cultural origins and abilities.” The Master Plan identified key goals pertaining to parks and recreation facilities and included: developing a centrally located recreation center complex for use by Marina citizens that includes an indoor swimming pool, gymnasium, basketball court, volleyball, and racquetball courts. (Goal 2; Objective 2-2). The Master Plan also established a goal to develop adequate level of funding for parks and recreational facilities now and in the future. (Goal 6; Objective 6-1, Policy 6-1).

When preparing the Master Plan, a survey was conducted and distributed to 4,500 homes in Marina. The survey results showed that 85% wanted a centralized recreation center with an indoor pool as the most important use, followed by an indoor gym, volleyball and racquetball facilities.

In 2009, the City developed a Parks and Recreation Facilities Strategic Implementation Plan to provide a guiding document for strategic implementation for siting, constructing, and programming of the City’s parks and recreation facilities. The Implementation Plan had a goal to create a unified city by linking Central Marina with Southern and Northern Marina as the City grows and develops and a key component of this was to develop a quality recreation complex to accommodate recreation programs for people of all ages. The Implementation Plan recommended that the highest priority be placed on a Sports Complex with indoor swimming pool, gymnasium, and fitness center to augment the existing system.

The City Council has focused on the former military gym building and adjacent indoor pool at the intersection of 2nd Avenue and 9th Street as the most cost effective and viable option to develop an aquatics and recreation center. These properties were transferred from the Army when the former Fort Ord military base closed in 1994 and are part of a National Park Service land conveyance. These buildings have mostly remained vacant and deteriorated over time. The gym was used by a private business for roller hockey for period of time until the building was closed for use due to building and ADA code deficiencies. In 2014 a grant was secured to stabilize these buildings with a new roof, painting the exterior, fixing broken windows and doors and securing the buildings from vandalism.

Beginning in 2018 the City started re-engaging with the community with many outreach events, study sessions and City Council meetings. Input was also received from the Recreation and Cultural Services Commission. In 2019 Jeff Katz Architecture (JKA) was hired as the prime consultant for planning the renovation of these two buildings. Their team also included Water Technology Inc. and Isaac Sports Group for the financial operating cost analysis for the projects.

In December 2019 the City Council received a presentation on the conceptual design and programming; financial operating cost summary; and high-level estimated construction costs. Goals established for this project include:

- Create a community resource
- Utilize and maximize an aging facility asset to the community
- Meet and expand on the needs of the local swim community including Marina High School
- Provide opportunities for all ages and abilities
- Integrate into the larger Dunes City Park Master Plan
- Provide expanded sport and recreational activities to a much broader range of Marina residents
- Meet city needs for additional recreation and sports programs
- Partner with other key organizations including CSUMB and the Monterey Peninsula Unified School District
- Attract users from outside Marina to utilize the facilities
- Develop a business model which will help offset operating costs

The conceptual construction costs at this time were approximately \$6.0 million for the sports center and \$8.0 million for the aquatics center for a combined total of \$14 million.

Based on input from the community and City Council, staff was directed to expand the scope of the project to include additional features such as a new two-story building connecting the two existing buildings, an elevated indoor track, a commercial kitchen, and a stand-alone sports pavilion for roller skating and roller hockey. The updated cost estimate for this new scope was approximately \$22 million. At that point the city council was considering putting a measure on the ballot for November 2022 that would provide partial funding for the project. Ultimately, the City Council decided not to place a measure on the ballot for November 2022 and decided to consider placing a measure on the ballot measure for 2024.

In the FY 2021/22 and 2022/23 budget the City Council approved Capital Project Number QLF 2004 to analyze and develop alternatives for the renovation of the pool and former sports center (former roller hockey building) and allocated \$3.68 million for this project. JKA which had changed its name to COAR Design Group was authorized to take the plans from conceptual to initial construction drawing development. By this time construction costs had increased dramatically since COVID. With the expanded programming scope for these facilities, the two-story connector building construction, price increases and a more refined cost estimate, the price of the project jumped to approximately \$40 million.

In July 2024 the City Council decided not to include partial funding for the aquatic and sports center on the November 2024 ballot measure. Due to the expanding gap between the original budget and the annual increasing cost estimates, City staff met with COAR Design Group to discuss the feasibility of a phased approach to develop a potential pathway forward for the project based on the City's current available funding.

In the last month, COAR Design Group and City staff have met several times to update the design for a phased approach, which includes a full build out of the pool building, one story connector building, and modest updates to the gym building (primarily building and ADA code requirements).

ANALYSIS:

Phased Approach

Staff has been working with COAR Design Group to develop a phased approach for building the aquatics and sports center that will allow us to maximize the initial established goals established, provide the most usage and benefit to Marina residents, and will provide the most funding to meet financial costs for operating the facilities. The project is proposed to be constructed in two (2) phases which:

- Best utilizes available funding by maximizing the extent of improvements across the entire facility
- Provides the largest opportunity for initial program offerings for the community and reduces the pressure on the City to execute Phase 2 as quickly
- Provides improvements to the exterior of the entire facility for a more integrated aesthetic for the Dunes City Park and the developing Dunes area.
- Operationally the facility can operate as one from the beginning and gain the benefit of informed planning for future expansion of program and support spaces in Phase 2.
- Limits risk of policy or code changes that could impact the design if the project is phased.

Phase 1 will renovate the aquatics facility as originally designed including a full build out of the pool building which includes a 25-yard x 25 meter competition pool, a multi-purpose water play structure with beach entry and shallow water play area, 20 yard lap swim pool, wellness and therapy pool area, current channel, volleyball and basketball play areas, climbing wall, wibit inflatable bridge and play structures.

The proposed design reduces the connector building from 2-stories to 1-story and includes: centralized office space for staff, front desk and access control, restrooms, additional storage, additional multi-purpose spaces to be used as rentable/revenue generating space for either facility, and a café. The ‘connector’ or entry building would provide a centralized entrance to both facilities as well as additional space to support both facilities. The financial analysis reflects the added value of this additional space and program and the design of both the aquatic and sports buildings benefit from utilizing this additional space rather than trying to accommodate all the suggested programming within the existing footprint(s).

Phase 1 can be built at an estimated cost of \$31 million. Phase 2 can be built when funding is available at an additional cost of approximately \$11 million.

The cost reduction comes from the sports center. The facility will be completely updated to meet fire/life/safety, building, and ADA code requirements. There be modest changes to the original layout plan, and improvements will be focused on maximizing programming which will focus on court sports (basketball, volleyball, badminton and pickleball), roller skating, facility rentals, some fitness areas, and a potential main floor walking track.

Phase 2 will build out the remaining sports center as designed with an elevated walking track, second story to the connector building and additional exterior parking.

An updated Aquatics & Sports Complex phased plan and financial analysis have been prepared to a schematic design level and will be presented COAR Design Group and the Isaac Sports Group to the community and council at the Council meeting. An open house will be scheduled beginning a 5:00 prior to the Council and COAR Design Group and Isaac Sports Group will be available to explain the phased approach and answer questions one on one.

Funding

The target funding for Phase 1 is approximately \$31 million dollars. Currently there is already \$5.9 million already allocated leaving a remaining balance of \$25.1 million. This can be funded from a combination of existing funds which are highly restricted and can only be used on former Fort Ord property and for capital projects that were funded through the former Fort Ord Base Reuse Authority capital projects plan. These funds include the FORA bond and Escrow bond which total a combined \$15.7 million and community facility district fees paid only by the Dunes and Sea Haven developers to fund the remaining balance needed. Staff will provide a more in-depth review of these funds at the council meeting.

Funding for Phase 2 can come from future community facility districts fees which potentially will total an additional \$25 million over the next 5 to 7 years, park impact fees, or general fund allocations.

Next Steps

- Provide direction on phasing, including associated program/design and budget.
- Staff and the design team will finalize an updated agreement with COAR to be presented at a future city council meeting for authorization to proceed.
- Proceed with design of Phase 1 for the aquatic center, sports center, connector building, and associated sitework.
- Coordinate with concurrent Dunes City park project to ensure a cohesive design and coordinated site/utility work.
- At the end of the design development phase cost estimates would be updated and potential value engineering options evaluated to keep the project on budget.
- Aquatic center, sports center, and connector building would then proceed into construction documents, bidding and construction.
- Update the Financial Operating Model as the project develops and the operations approach evolves.

Staff will be looking for direction from City Council to approve this phased approach and if approved will come back at a future city council meeting with amendments to contracts and the budget.

FISCAL IMPACT:

The proposed Phase 1 approach will have no fiscal impact on the General Fund. The estimated costs associated with this project are initially \$31 million.

CONCLUSION:

This request is submitted for City Council consideration and comment.

Respectfully submitted,

Andrea Willer, Ed.D.
Recreation & Cultural Services Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

SECTION 7. This Ordinance relating to the levy of the special tax shall take effect immediately upon its passage in accordance with Section 25123(c) of the California Government Code, and the specific authorization for adoption is pursuant to the provisions of Section 53340 of the Act, as incorporated by Chapter 3.35 of the City of Marina Municipal Code.

SECTION 8. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional, without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 9. This Ordinance shall be published by one insertion in Monterey Herald, a newspaper of general circulation, printed and published in the City of Marina, within fifteen (15) days after its final passage and shall take effect, and be in force thirty (30) days after its final passage pursuant to Government Code Section 25124.

This Ordinance was introduced at a regular meeting of the City Council of the City of Marina, held on the 6th day of November 2024, and given its first reading at said meeting. Said Ordinance was given a second reading at a regular meeting of the City Council held on the 19th day of November 2024, and said Ordinance was thereupon adopted by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

Honorable Mayor and Members of the
Marina City Council

Regular Meeting
November 19, 2024

**CITY COUNCIL TO RECEIVE A PRESENTATION ON THE DRAFT
PREFERRED ALTERNATIVE LAND USE MAP AND POLICIES FOR
THE GENERAL PLAN UPDATE (GP2024) AND PROVIDE DIRECTION
TO STAFF. THIS PRESENTATION IS EXEMPT FROM
ENVIRONMENTAL REVIEW PER SEC. 15378 OF THE CEQA
GUIDELINES.**

REQUEST:

It is requested that the City Council:

1. Receive a presentation (**EXHIBIT A**) from the City’s consultant, Raimi+Associates (R+A), on the draft “Final” Preferred Alternative Land Use Map (Map) and Land Use policies; and
2. Provide direction to staff allowing for the in-depth analysis of growth projections, water needs, and potential traffic and circulation impacts to begin as part of the preparation of the draft Environmental Impact Report (EIR) for the GP2045.

BACKGROUND:

Since December 2022, R+A and City staff have been engaging the citizens, business owners, and a variety of stakeholders including, but not limited, to veterans, CSUMB student groups, business owners, and cultural and religious groups, to understand the community’s vision for Marina over the next 25 years. We’ve held five (5) public workshops, nine (9) General Plan Advisory Committee (GPAC) meetings, conducted two (2) online surveys, and tabled at several City events and Farmer’s Markets. We’ve provided updates through the project’s dedicated website¹ and the City’s *In The News* website.

In November 2023, the City Council received a presentation on draft Vision and Guiding Principles which were then finalized and utilized as a baseline for the creation of the draft Land Use (LU) map. The draft LU map presented here was created by consolidating several versions of the “vision” for each of the areas into the preferred vision and then translated into the draft regulatory map.

As previously described, there are several factors in Marina that limit the breadth and scope of the GP2045:

- The “Big Three” existing Specific Plans (Marina Station, The Dunes, and Sea Haven)
- The Downtown Vitalization Plan, UCSC’s Monterey Bay Education, Science, and Technology Center (MBEST) Specific Plan, Airport Master Plan, CSUMB’s Master Plan
- Areas of the City that are located in the Coastal zone and, therefore, subject to the Local Coastal Program (LCP) which is currently underway through a separate process
- The large area within Central Marina planned and zoned for single-family residential use

¹ <https://www.marina2045.org/about>

On March 14, 2024, the Planning Commission received a short presentation by Rincon Consulting, the City’s consultant preparing the project Environmental Impact Report (EIR), kicking off the Notice of Preparation of an EIR and Tribal and agency consultation. The main work on the EIR will begin once the City Council finalizes the preferred alternative Land Use map which will inform the development of our growth projections into the 20-year planning horizon. Growth projections are required to begin the full analysis of how our future growth will impact traffic, the fiscal well-being of the City, and water availability. This is the direction staff is seeking from the City Council at tonight’s meeting.

At its regular meeting on October 24, 2024, the Planning Commission received this presentation on the draft Preferred Alternative LU Map and policies. After a robust discussion, the Preferred Alternative LU Map and policies were unanimously approved and the Commission directed staff to forward the recommended LU map and policies on to the City Council as presented. Comments received at the PC meeting:

- The City’s property where the equestrian center is located has specific deed restrictions that limit future uses to public recreation. Furthermore, future development in the area should consider including paths for continued equestrian access to Fort Ord. Policies should be included to reflect these needs;
- Water analysis is critical for the desired build-out at Cypress Knolls;
- Questions about CSUMB jurisdiction;
- Future Parks & Rec. Master Plan efforts and GPU should be complimentary;
- Policies should ensure that residents in Preston Park/Abrams housing are not displaced through future in-fill/redevelopment processes; and
- Outreach and engagement activities need to reach American Freedmen who are an important part of Marina’s history given its military past.²

A very high-level conversation about potential changes to the City’s Sphere of Influence (SOI) and the pros and cons relating to the annexation of specific properties has begun and will continue beyond the preferred alternative LU map. Staff and the consultant will provide additional detail on these topics at a future meeting.

In order to stay on time and within the GP2045 budget, it is important to be able to work concurrently on the environmental analysis and the additional policies pertaining to the other Chapters or Elements in the general plan including, but not limited to: Environmental Justice, Utilities & Infrastructure, Climate, Safety & Hazards, etc.

ANALYSIS:

The draft Map shows the six (6) “Areas of Change” that were identified early in the engagement process. These areas were selected based on the constraints mentioned above as well as having a combination of vacant and/or underutilized land which would lend itself to new and increased density development. This map also includes the introduction of several new (in **blue** font below) or slightly modified (in **orange** font) land use designations:

Existing	Proposed
Parks & Open Space Uses	
Habitat/Open Space	UGB Open Space
	Open Space
Parks & Recreation	Public Parks & Recreation

² A **freedman** or **freedwoman** is a person who has been released from [slavery](#), usually by legal means. Historically, slaves were freed by [manumission](#), [emancipation](#), or self-purchase. ([Wikipedia](#))

Agriculture	
Residential Uses	
Single-Family Res. (SFR) (ave. 5 du/ac)	Low Density
Marina Heights (Sea Haven) (ave. 5.5-6.5 du/ac)	Medium Density
Village Homes (ave. 8 du/ac)	
Multi-Family (ave. 15-35 du/ac)	High Density
	Mixed-Use
Commercial Uses	
Multiple Use	Neighborhood Commercial
Office/Research	Visitor Serving Commercial
Retail/Service	Regional Retail
Visitor Serving	Office/R&D Low and High
Industrial Uses	
Light Industrial/Service Commercial	Light Industrial/Flex
Public Facilities	
Education	PF – Education
Education (proposed)	
Civic	PF – Civic
Other Public Facilities	PF – Airfield
	Aviation Support Low
	Aviation Support High
Specific Plans	
	Future Specific/Master Plan (Cypress Knolls)
	Specific/Master Plan

Creating the preferred alternative Map is the second major step in the process, after the vision and guiding principles. Concurrently with the draft Map, staff and the consultant, with feedback from the GPAC and the general public, have been developing draft policies that will make up the individual Elements or Chapters of the General Plan. For example, the land use designations in the table above will be included not only on the LU Map, but also in the Land Use Element along with a variety of policies, goals, and implementation measures to guide how the City develops in terms of the location and density of allowed uses. This will look similar to the recently approved Housing Element in terms of format. This policy discussion will be coming to the Planning Commission soon. See **EXHIBIT B** for more information on the map and LU designations.

Throughout the engagement process, we heard from participants that the following nine (9) land use goals are the most critical for the GP2045 to address in the coming years. These were honed further by the Planning Commission and Executive staff:

1. Focused and sustainable growth through an infill development lens
2. Building new neighborhoods thoughtfully
3. Creating community gathering places
4. Affordable and high-quality housing
5. Improving existing neighborhoods and creating better connections between them
6. Fostering living wage jobs
7. Enhance our key gateways (already underway!)
8. Walkable, thriving downtown (DVSP adopted October 15th)^{3, 4}
9. Sustainable and attractive buildings

³ Del Monte Medians / Streetscape: <https://www.cityofmarina.org/DocumentCenter/View/14897/2024-Sept-CC-City-of-Marina-Del-Monte-Streetscape>

⁴ Approved DVSP: https://www.cityofmarina.org/DocumentCenter/View/14371/Marina-Downtown-Vitalization-Specific-Plan_with_Appendices?bidId=

As noted above, we will continue to develop more detailed goals, policies, and implementation measures for all of the Chapters in the GP2045 and will be coming to the Planning Commission and City Council as the draft general plan. Additional detail on the draft LU policies can be found in **EXHIBIT C**.

FISCAL IMPACT:

The development of this draft preferred alternative land use map and policies, including the public outreach associated with these documents, is included in the original contract and budget approved by the City Council on October 18, 2022.

ENVIRONMENTAL REVIEW:

The General Plan Update (GP2045) includes the preparation of an environmental impact report (EIR) under the California Environmental Quality Act (CEQA). The preparation of this staff report and the GP2045 materials to date qualify for a CEQA exemption per § 15378 of the CEQA Guidelines.

CONCLUSION:

Clear direction from the City Council on the preferred alternative LU map and LU policies is needed to begin the detailed analysis of growth projections and associated traffic and circulation impacts, water assessment, and other studies needed for the project EIR. In order for the project to stay on track and within budget, these two (2) activities need to be analyzed concurrently.

Respectfully submitted,

Alyson Hunter, AICP
Planning Manager, Community Development Dept.
City of Marina

REVIEWED/CONCUR:

Guido Persicone, AICP
Director, Community Development Dept.
City of Marina

Layne Long
City Manager
City of Marina

General Plan Land Use Policy & Preferred Land Use Alternative

Update to City Council

November 19, 2024



Tonight's Objectives

- Provide feedback and input on draft citywide land use policies
- Review preferred General Plan land use alternative and provide direction to commence CEQA and other analysis on the draft land use map (environmental, traffic, and fiscal)

Tonight is focused on getting the direction needed get CEQA underway (to run in parallel with the GPU)



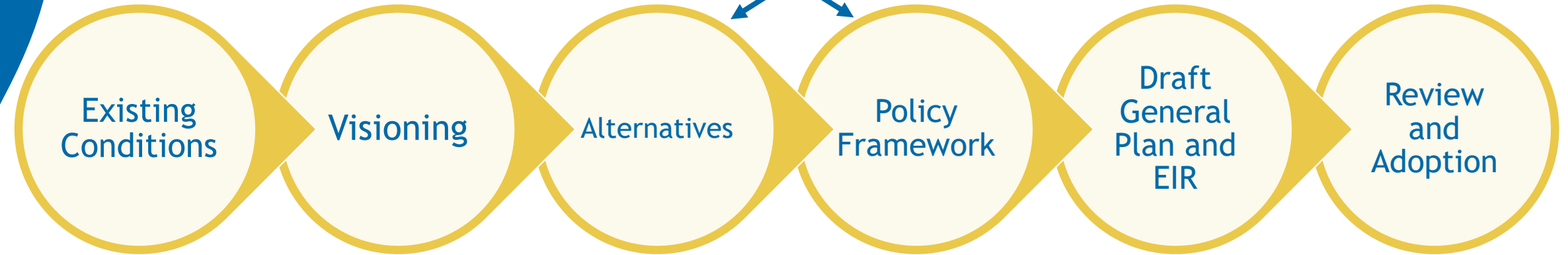
Project and Engagement Update

General Plan 2045



General Plan Update Process

WE ARE
HERE



✓ EIR Notice of Preparation

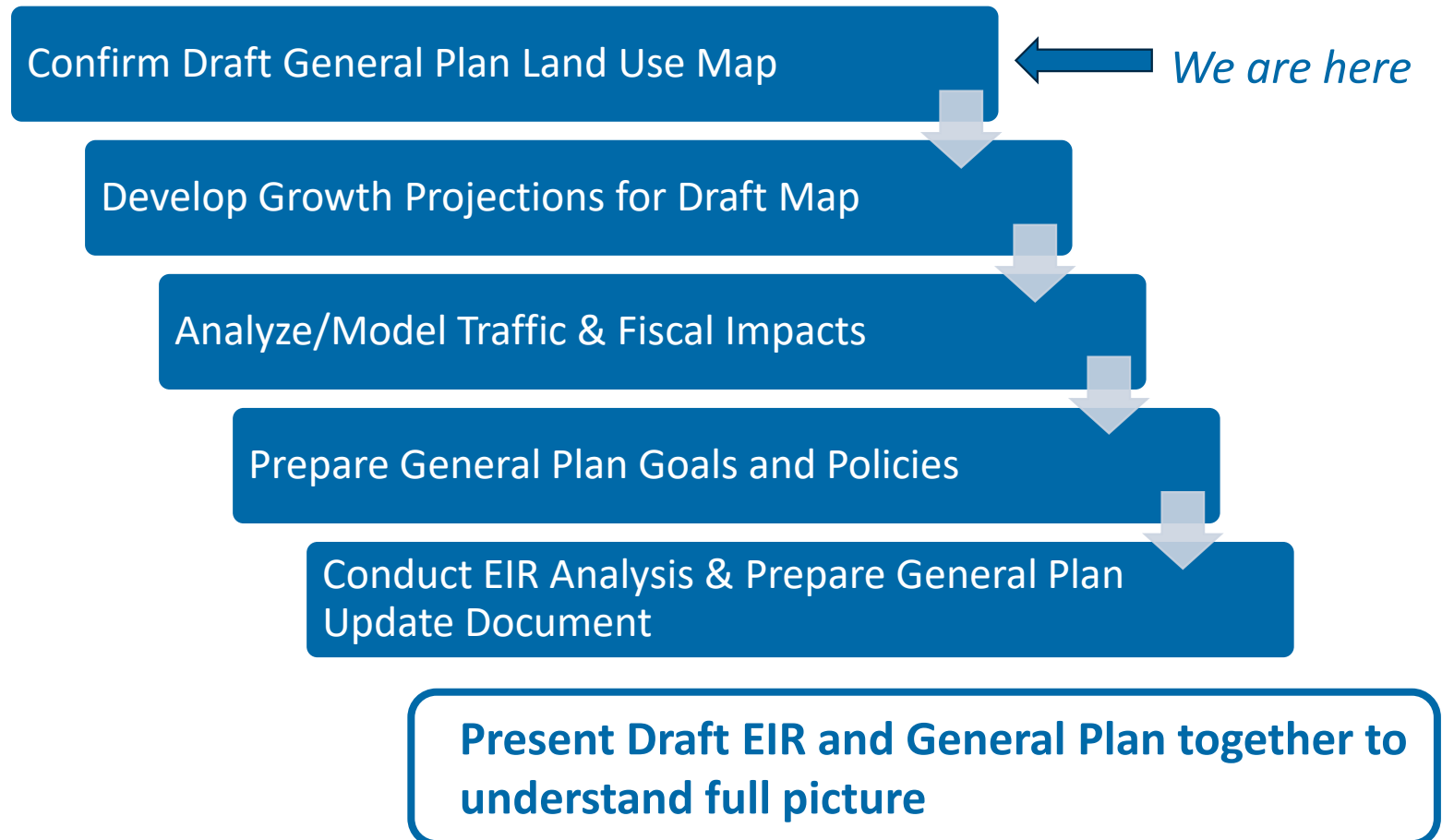
Community Engagement

Spring 2023

Winter 2025

EIR + General Plan Process

General Plan & EIR steps build upon one another, allowing a complete look at the Draft General Plan and its environmental impacts together.



Community Engagement since last Update to the Council

- Focus Groups with Veterans and CSUMB Hispanic Students
- Multiple pop-ups/tabling at Farmer's Markets and Cultural Festival
- Online Survey #2 on Land Use Alternatives (150+ respondents)
- 5x GPAC Meetings
- 2x Community Workshops (100+ combined attendees)
 - #4 Land Use Alternatives in April
 - #5 Preferred Alternative & Policy Preview in September

Draft Citywide Land Use Policies

General Plan Elements - Goals and Policies

- **Land Use and Complete Community**



Tonight

- Economic Development
- Mobility and Active Transportation
- Parks, Recreation, and Public Facilities and Services
- Open Space and Conservation
- Environmental Justice and Healthy Communities
- Safety
- Public Infrastructure
- Noise

Land Use and Complete Community

Goals/Topics:

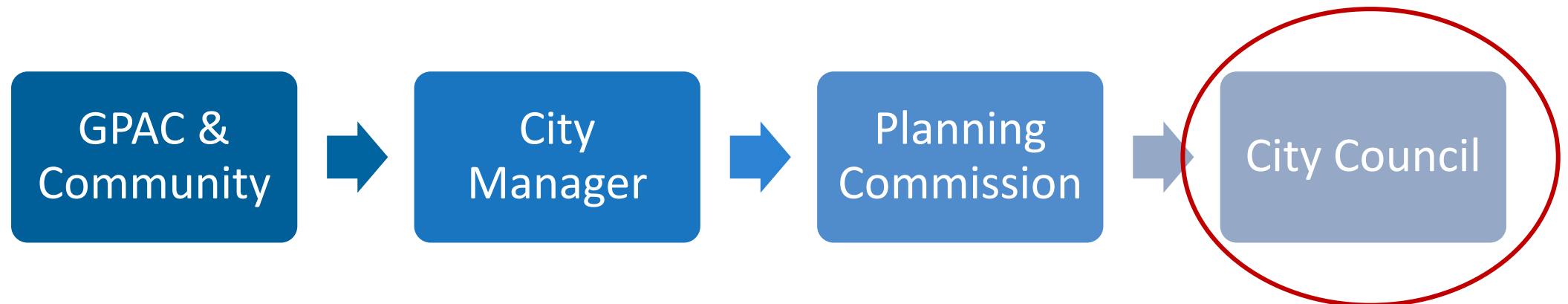
- Focused growth and sustainable infill
- Building new neighborhoods thoughtfully
- Creating community gathering places
- Affordable and high-quality housing
- Improving existing neighborhoods
- Fostering living wage jobs
- Enhancing key gateways
- Walkable, Thriving Downtown
- Sustainable and attractive buildings



Preferred Land Use Alternative (Draft Land Use Map)

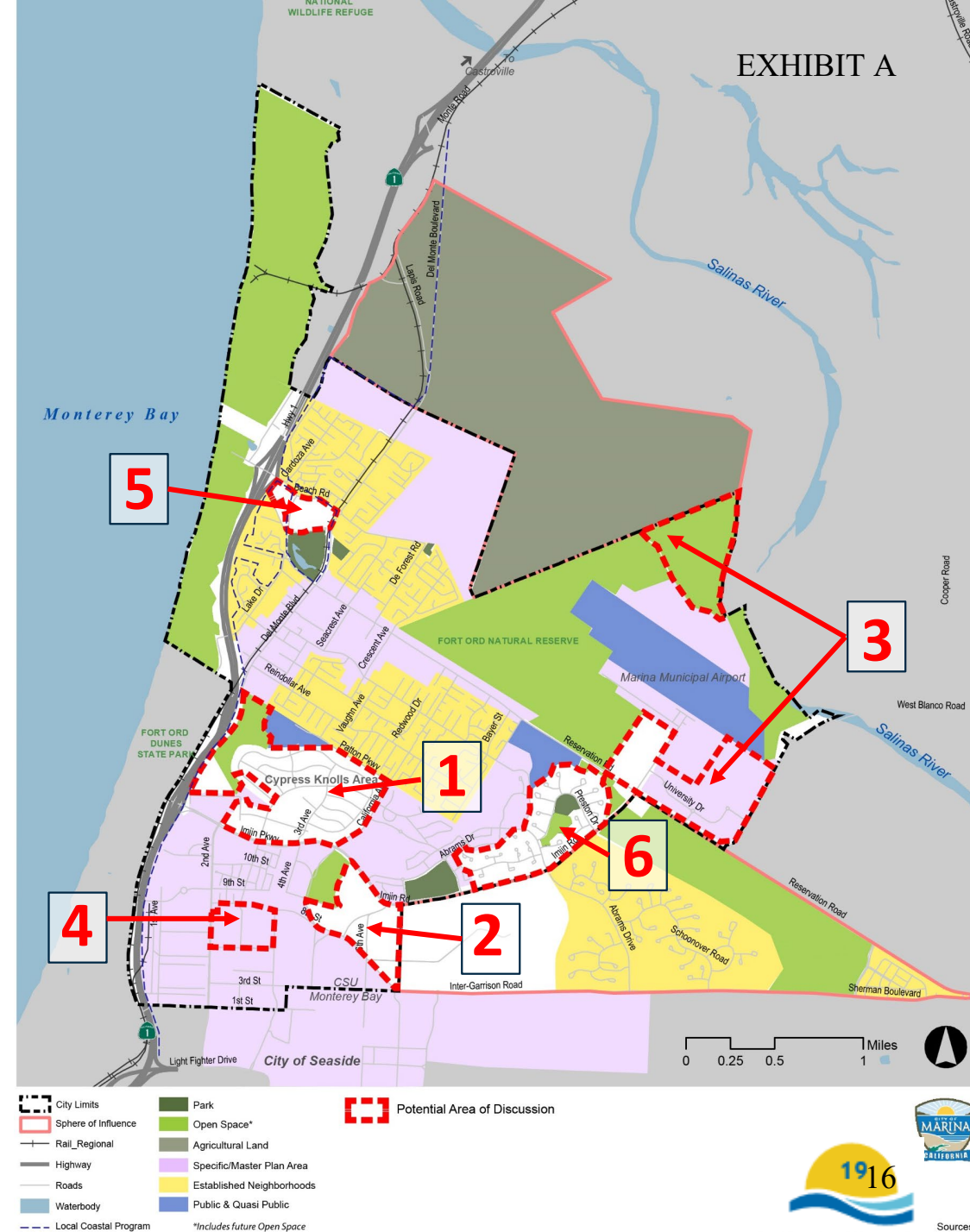
Steps in the Process

1. Identify areas of stability and areas of change
2. Develop land use concepts for areas of change
3. Seek feedback on different “alternative” land use concepts
4. **Select a preferred land use alternative and conduct CEQA analysis**
5. Finalize and update General Plan map



Areas for Land Use Alternatives

1. Cypress Knolls and 3rd Avenue
2. 8th Street Area
3. UC MBEST Expanded
4. CSUMB Parking Lots
5. Beach Road Gateway
6. Preston/Abrams Park



Land Use Alternatives Process

Area of Discussion: Cypress Knolls

Alternative #1: Mixed-Use Center & Medical



Alternative #2: Missing Middle Housing Mixed-Use Corridor



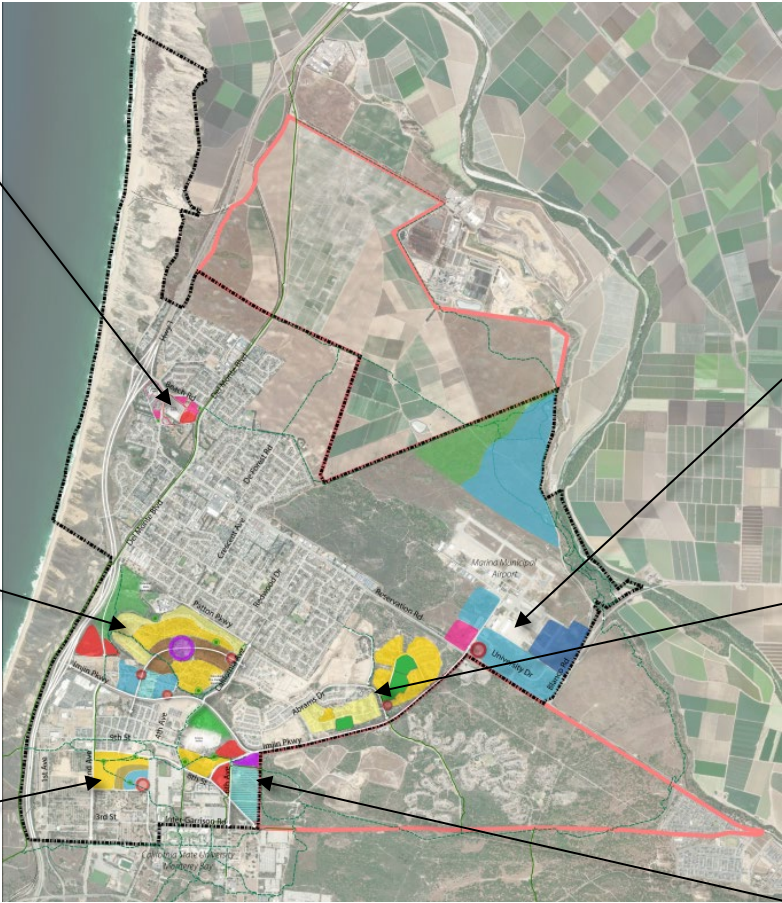
Alternative #3: Two Neighborhoods & Two Centers



Land Use Alternatives Community Engagement

- **4 GPAC Meetings**
 - GPAC #5 December 2023: Brainstorm land use ideas for each area of discussion
 - GPAC #6 April 2024: Review and discuss land use alternative concepts for these areas
 - GPAC #7: June 2024: Build preferred citywide land use alternative
 - GPAC #8: October 2024: Confirm and provide final feedback on preferred land use alternative
- **1 Online Survey**
 - June – July 2024: Solicit public input on 3 land use alternatives by area
- **2 Community Workshops**
 - April 2024: Describe and solicit input on 3 land use alternatives
 - September 2024: Confirm the preferred land use alternative and receive feedback on land use policies
- **1 Planning Commission Meeting**
 - October 2024: Review and provide input on the preferred land use map

Building the Preferred Alternative

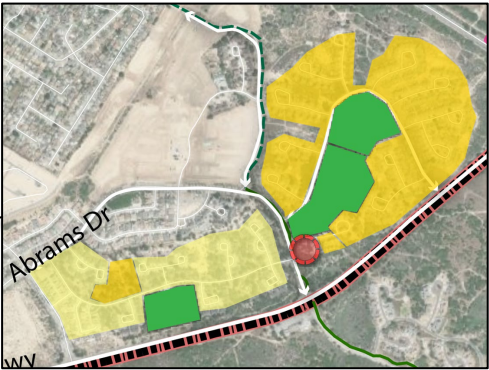


#2 Visitor-Serving Gateway



#1 Aviation Support

#4: Sports Neighborhood



#2 Campus Extension



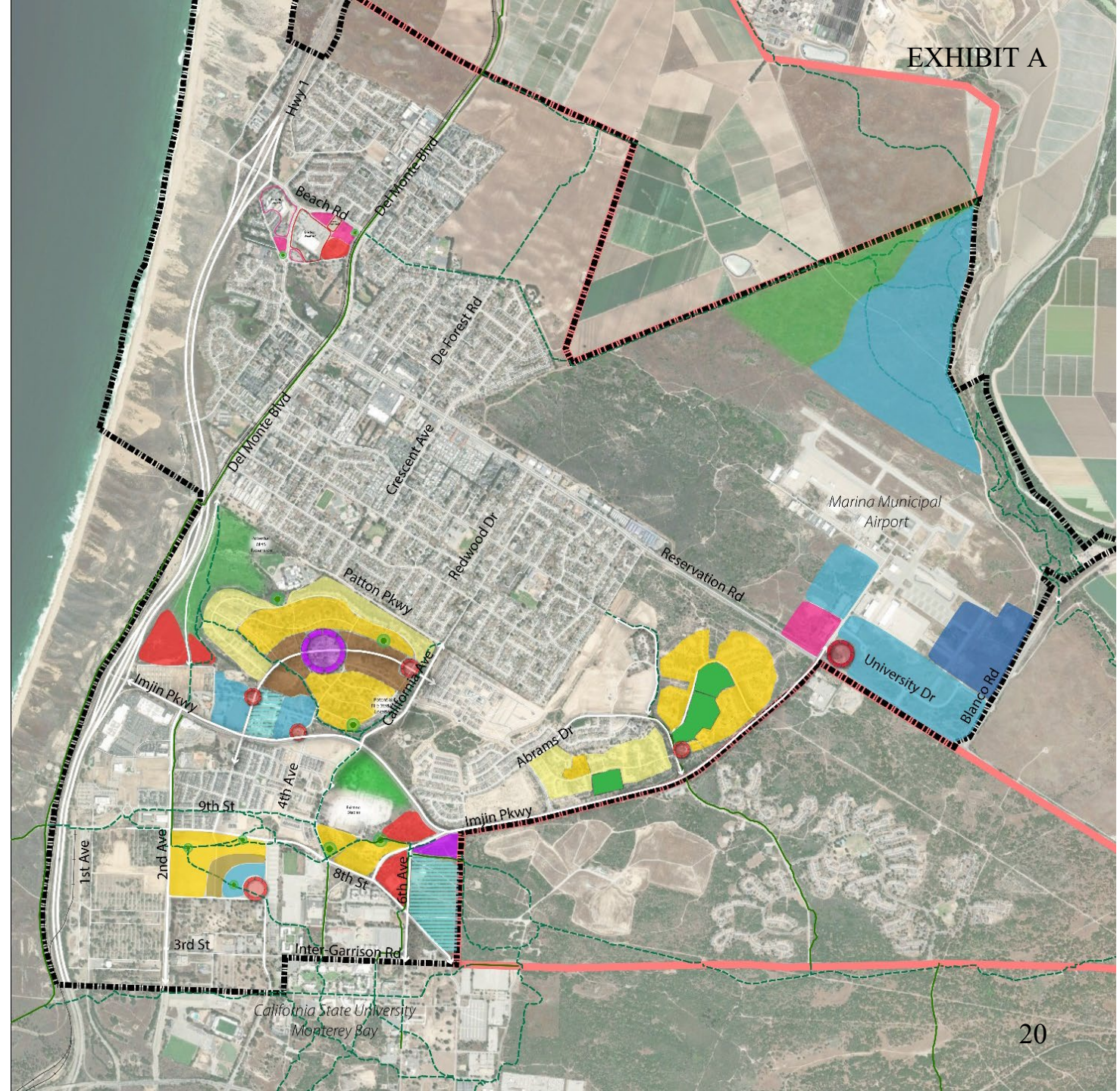
#1 Mixed-Use Center & Medical



#2 Student Village

Citywide Preferred Alternative Vision

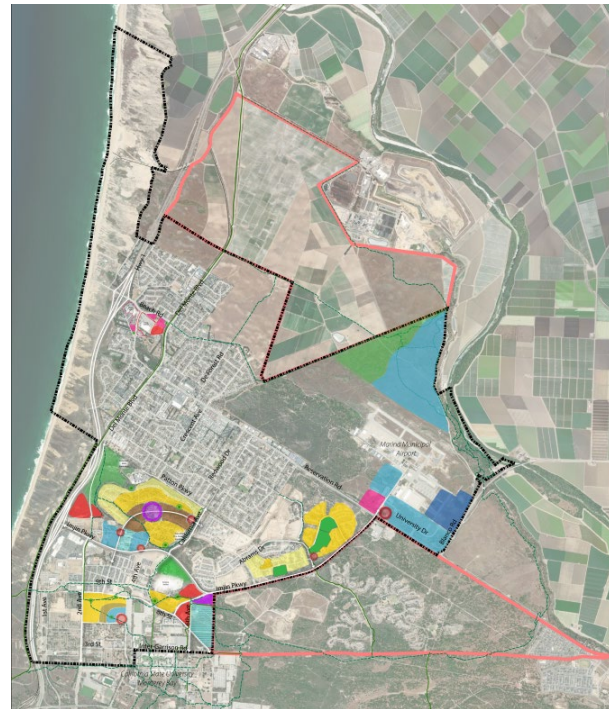
- Single-Family Residential
- Missing Middle Residential
- Multifamily Residential
- Mixed-Use Activity Area
- Retail/Shopping Area
- Institutional/Academic/Cultural
- Low-Intensity Office or R&D
- High-Intensity Office or R&D
- Revenue-Generating Commercial
- Hotels/Lodging/Visitor-Serving
- Habitat Management Area



Preferred Alternative Regulatory Map

- Reflects feedback from community, GPAC discussion, and City input
- Vision for change areas added to areas not expected to change and already-planned areas
- Regulatory map comprised of “Land Use Designations”

Vision for Areas of Change



General Plan Land Use (GPLU) Map



What are “Land Use Designations?”

- Establishes what is allowed on each property
- Sets maximum residential density (Dwelling Units Per Acre) and/or commercial intensity (Floor Area Ratio)
 - *In some cases, sets minimum densities*
 - *Sets both for mixed use*
- Describes the general character envisioned
- Shown on Land Use Map

Residential

- Advancing Our Future -

Map Color	Designation	Types of Uses	Supporting Visual	Density/Intensity
	Low Density Residential	Single family homes and accessory dwelling units (ADU)		Up to 7.5 du/ac
	Medium Density Residential	Duplexes, multiplexes, and townhomes		7.6 - 15 du/ac
	High Density Residential	Multi-family apartments		15.1 - 35 du/ac
	Very High Density Residential	Dense multi-family apartments (no parcels currently designated)		35.1-50 du/ac

Proposed Land Use Designations

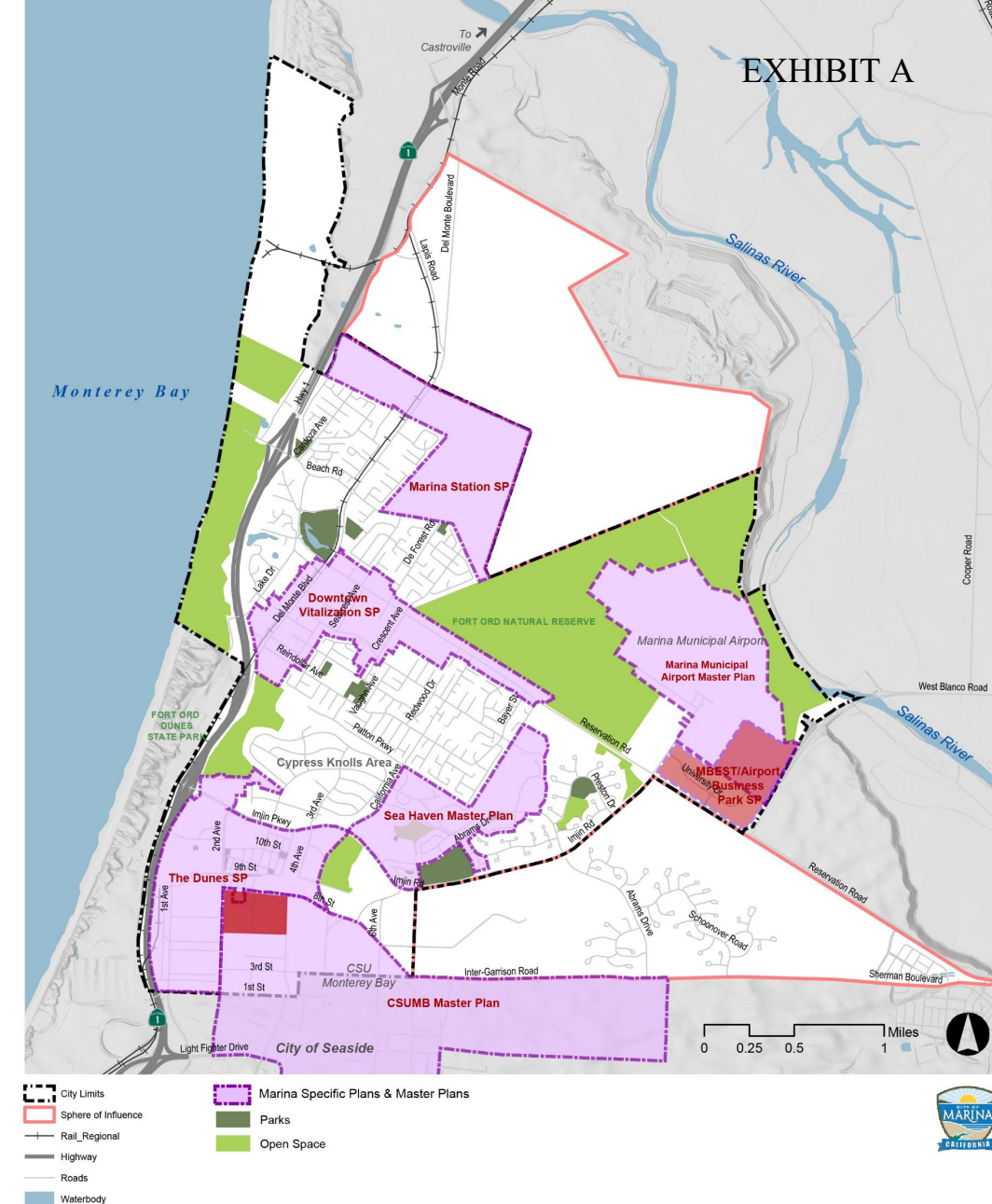
- 4 residential designations, from Low to Very High
- 5 commercial designations, including neighborhood, visitor, and regional
- 1 mixed-use designation
- 3 industrial designations, including two Airport-related
- 2 special Area Plan categories
- 6 parks, open space and public designations

Proposed Changes to Current Land Use Designations

- **Streamline Residential designations**
 - Modify existing designations to align with current zoning (as required by state law)
 - Remove all designations that exist within Specific Plan areas only
 - New “Very High Density Residential” allows for future higher-density residential (no parcels currently designated); aligns with Downtown Specific Plan
- **Add new employment and revenue-generating commercial and industrial uses**
 - New “Office/R&D High” designation
 - New “Aviation Support Low” designation (aligns with Airport Master Plan)
 - New “Aviation Support High” designation (aligns with Airport Master Plan)
- **Streamline public and parks and open space designations**
- **Change to single designation for adopted Specific/Master Plans**
 - Designate all Specific Plan areas as new “Specific Plan” designation
 - New “Future Specific/Master Plan” designation

Six Adopted Area Plans

- Shown in pink, close to half of the City's 5,149 acres (45%) are covered by an adopted Specific or Master Plan, including most vacant land
- **Areas in red have opportunity for a new land use vision** (despite falling within an adopted Plan)



Draft Regulatory Land Use Map

Putting it all together

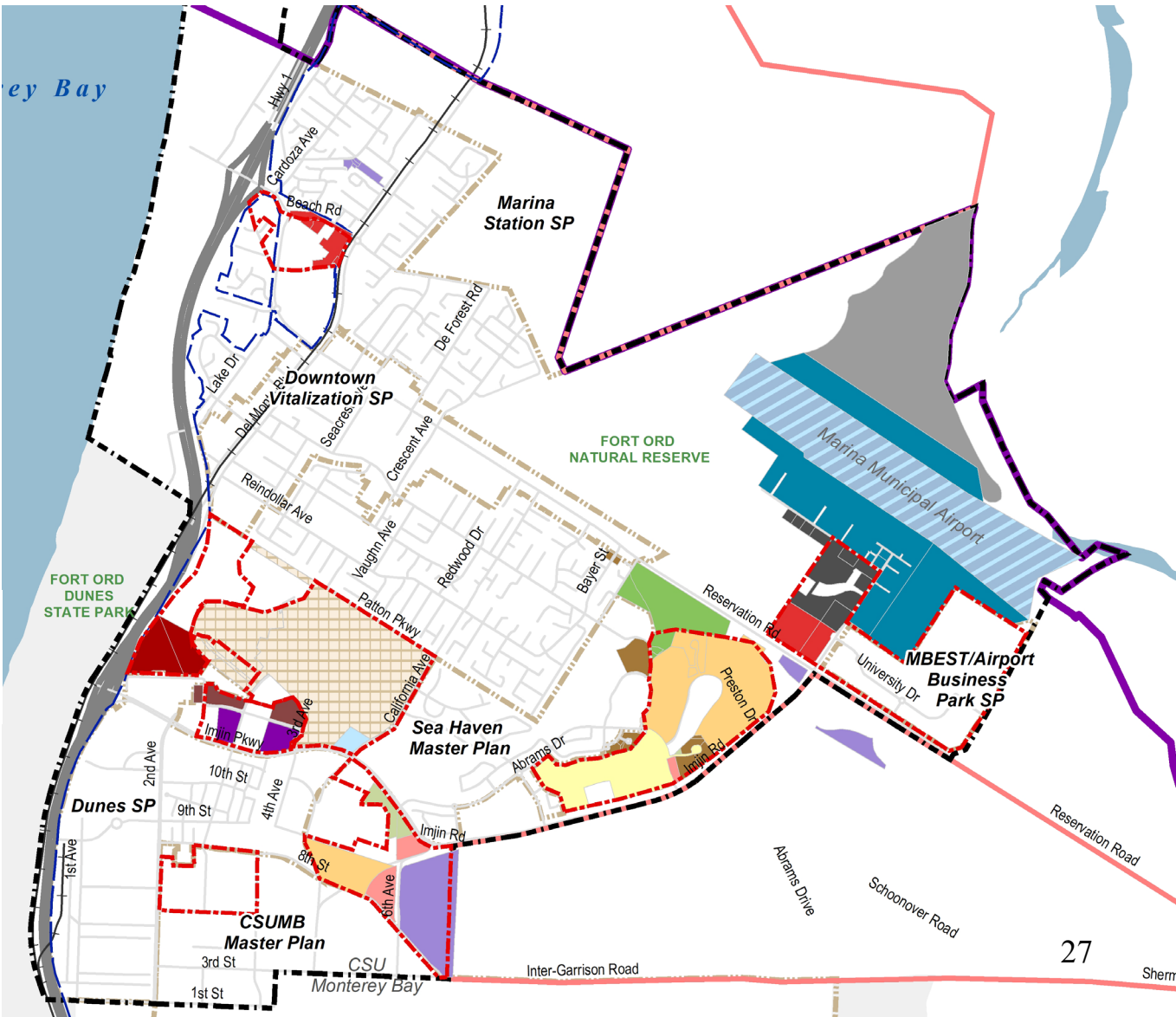
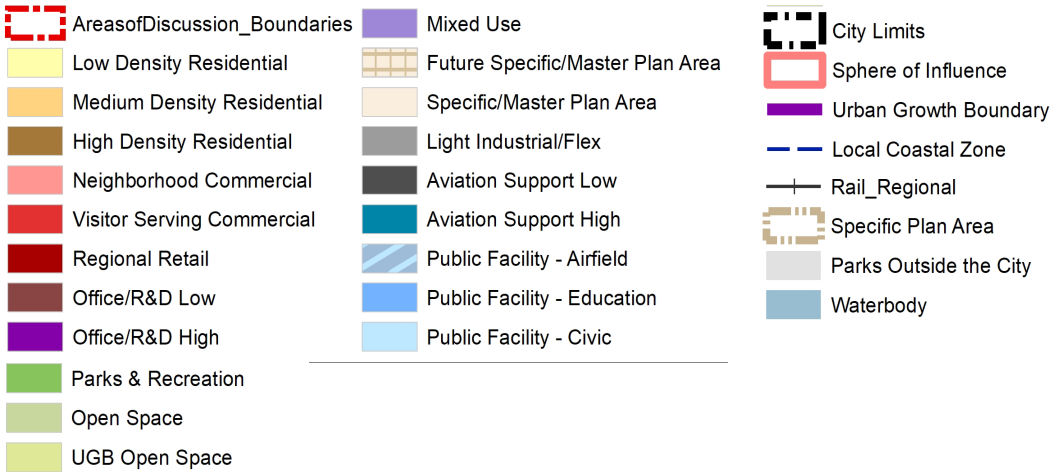


Changes from Current Map to Proposed Map

Most changes focused in Areas of Discussion

Minor changes recommended outside “Areas of Discussion”

- To reflect built conditions
- To reflect Airport Master Plan



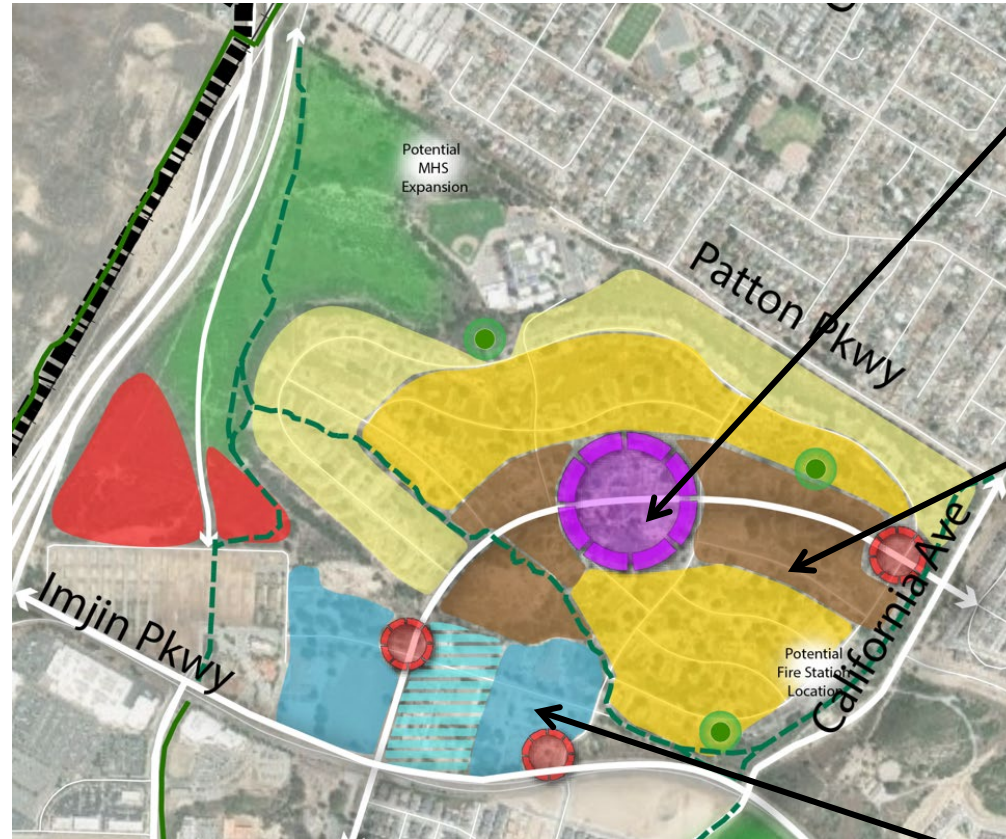
Area by Area Review

Proposed Land Use Direction: Cypress Knolls and 3rd Avenue

Cypress Knolls and 3rd Ave

Preferred Land Use Vision

- Low-scale mixed-use around major public gathering space
- Mix of housing, decreasing in intensity moving away from the major public space
- Local-serving retail near where 3rd Avenue meets Imjin Pkwy
- Institutional, office, medical campus/nursing school near MPC



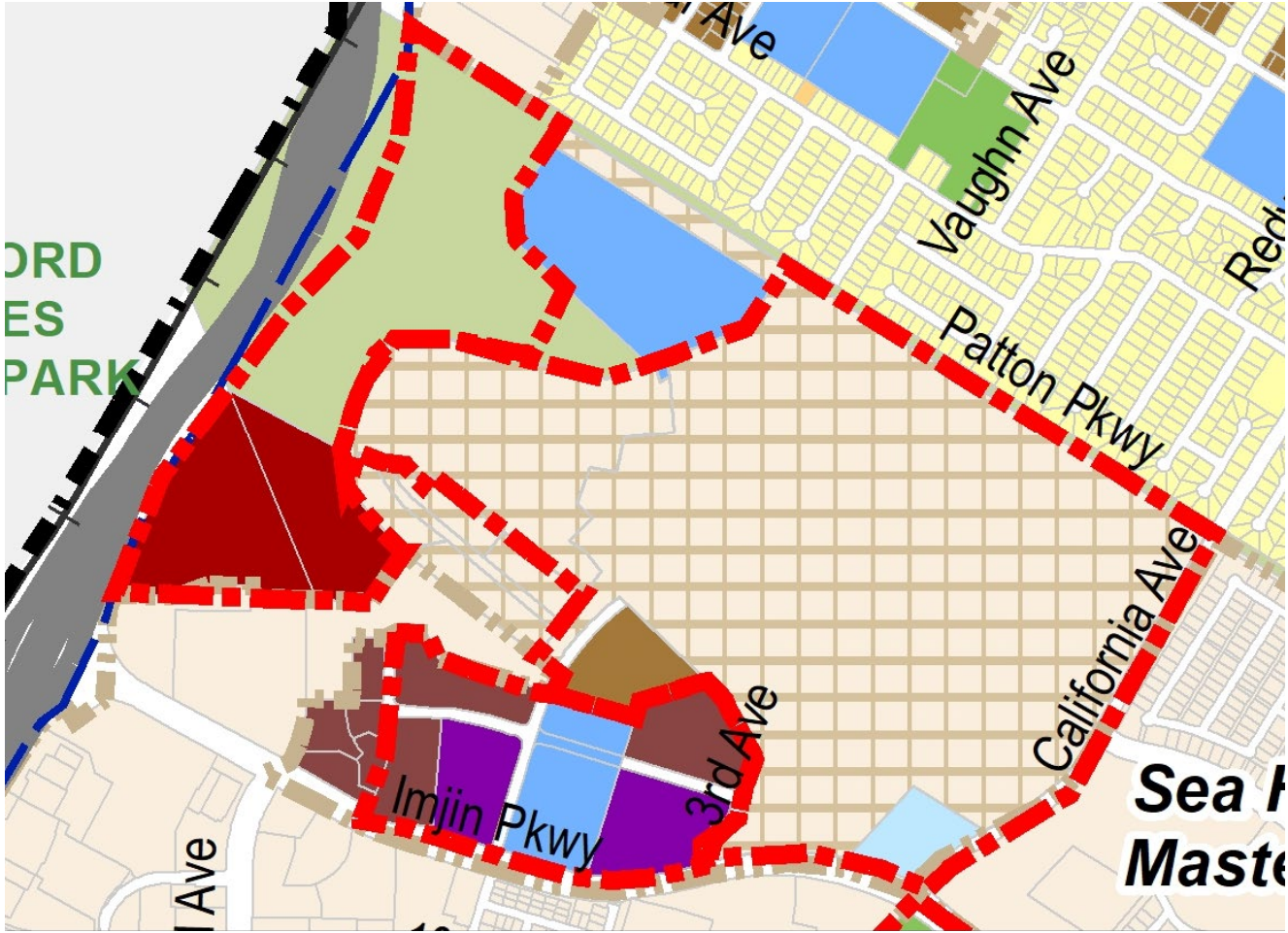
- | | |
|----------------------------|---------------------------------|
| Single-Family Residential | Institutional/Academic/Cultural |
| Missing Middle Residential | Low-Intensity Employment |
| Multifamily Residential | Revenue-Generating Commercial |
| Mixed-Use Activity Area | Habitat Management Area |
| Retail/Shopping Area | Conceptual Future Park |



Cypress Knolls and 3rd Avenue

Preferred Alternative Map

Map Color	Designation	Types of Uses
	Future Specific/Master Plan Area	Types of uses detailed in a Specific Plan or Master Plan
	Office/R&D Low	Offices, business parks, and research and development space
	Office/R&D High	Higher intensity offices, business parks, and research and development, and service commercial
	Regional Retail	Big-box retailers, restaurants, auto-sales, and related uses
	High Density Residential	Multi-family apartments
	Public Facility - Educaiton	Public and private educational facilities

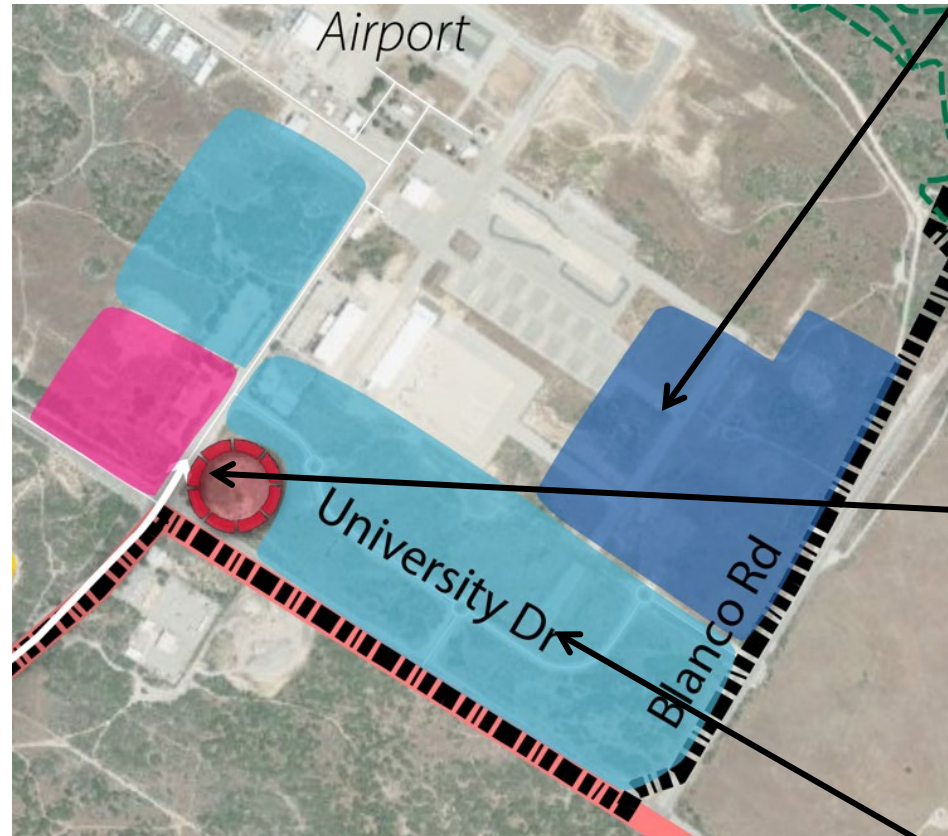


Proposed Land Use Direction: Airport and UCSC MBEST

Airport and UCSC MBEST

Preferred Land Use Vision

- Primarily employment uses; light & heavy airport-supporting jobs (manufacturing, R&D, industrial, and office)
- Supporting retail center at Imjin and Reservation
- Visitor/ temporary lodging on west side
- Accommodate growth of aviation and air commerce while minimizing safety hazards



Similar to Specific Plan and General Plan



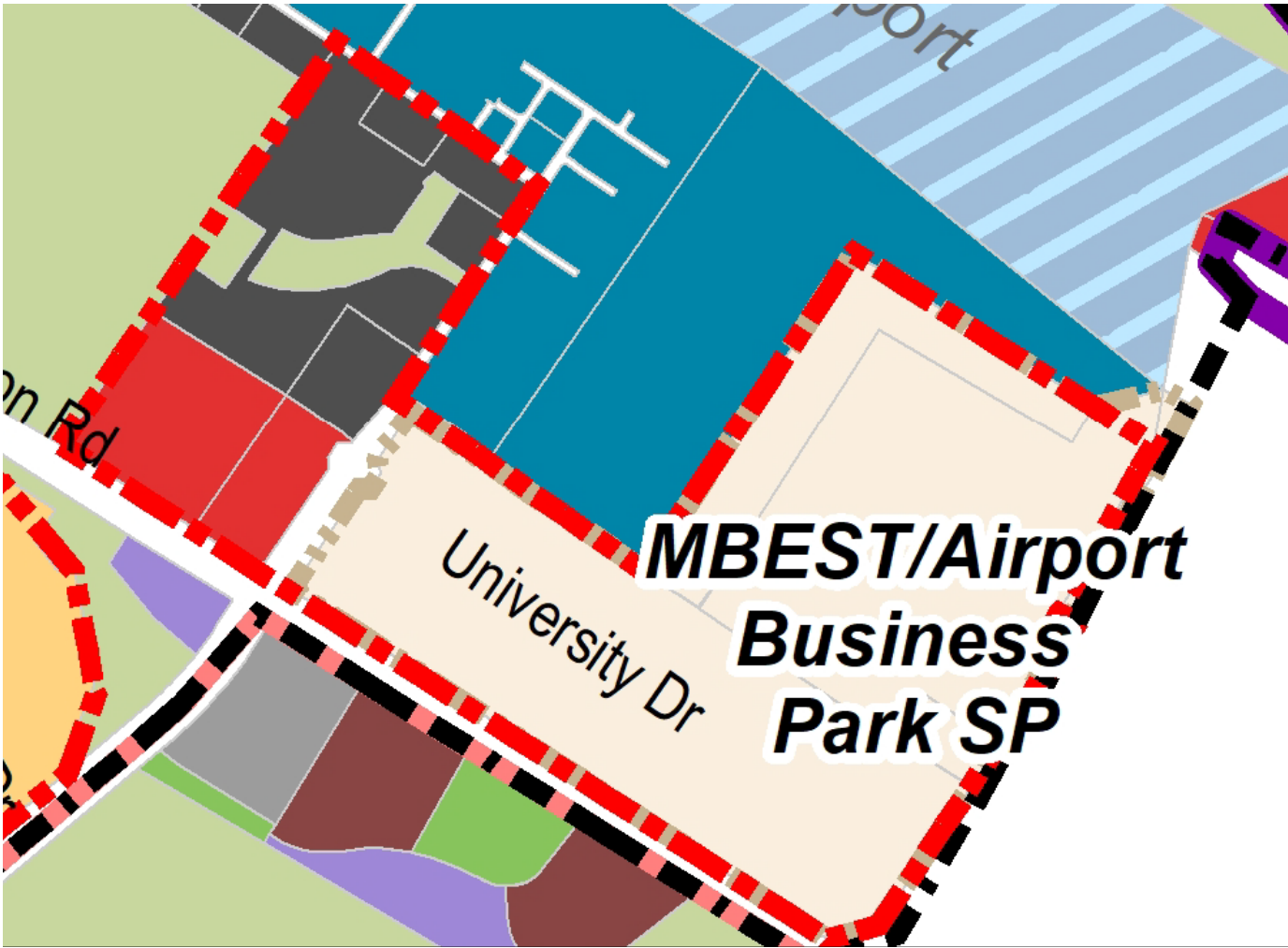
EXHIBIT A



Airport and UCSC MBEST

Preferred Alternative Map

Map Color	Designation	Types of Uses
	Visitor Serving Commercial	Hotels, restaurants, retail, and other visitor-serving uses
	Aviation Support Low	Aviation light industrial, warehouse, PDR, aviation office, and low intensity R&D
	Aviation Support High	Aviation, general industrial, PDR, high intensity high, airport-related uses
	Specific/Master Plan Area	Types of uses detailed in a Specific Plan or Master Plan
	Public Facility - Airfield	Marina Municipal airport runway
	Open Space	Preserved open space or farm land

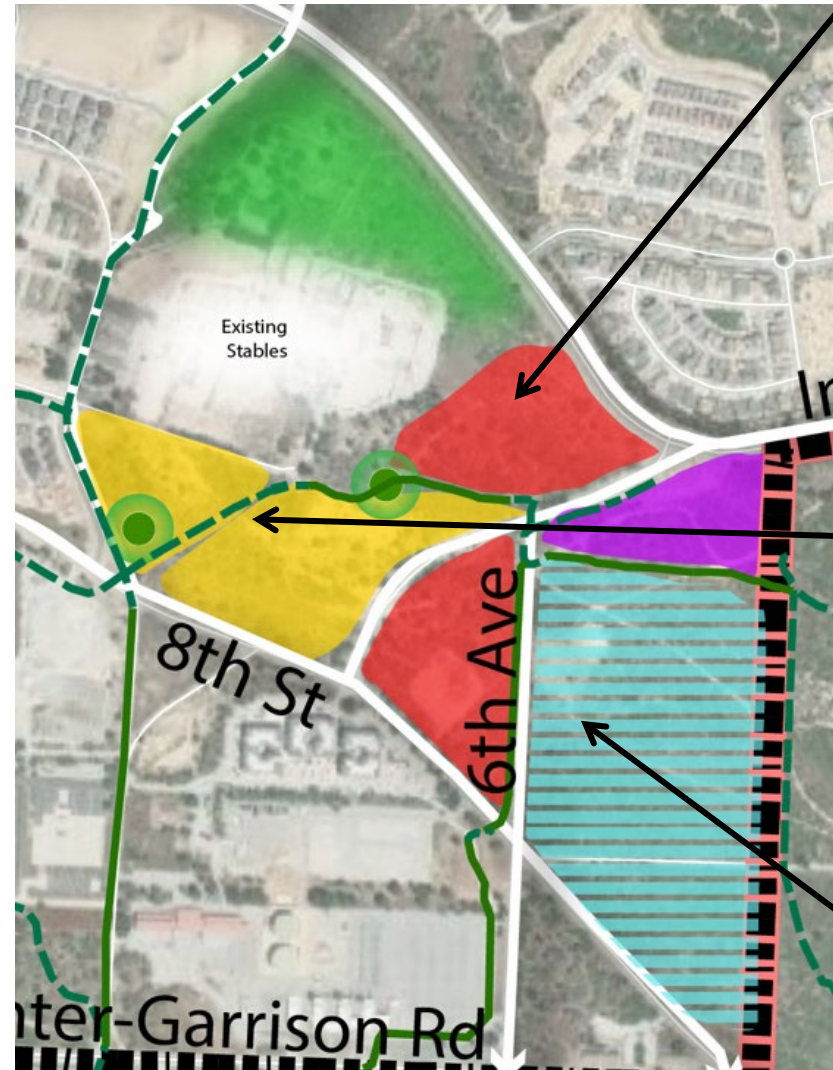


Proposed Land Use Direction: 8th Street Area

8th Street Area

Preferred Land Use Vision

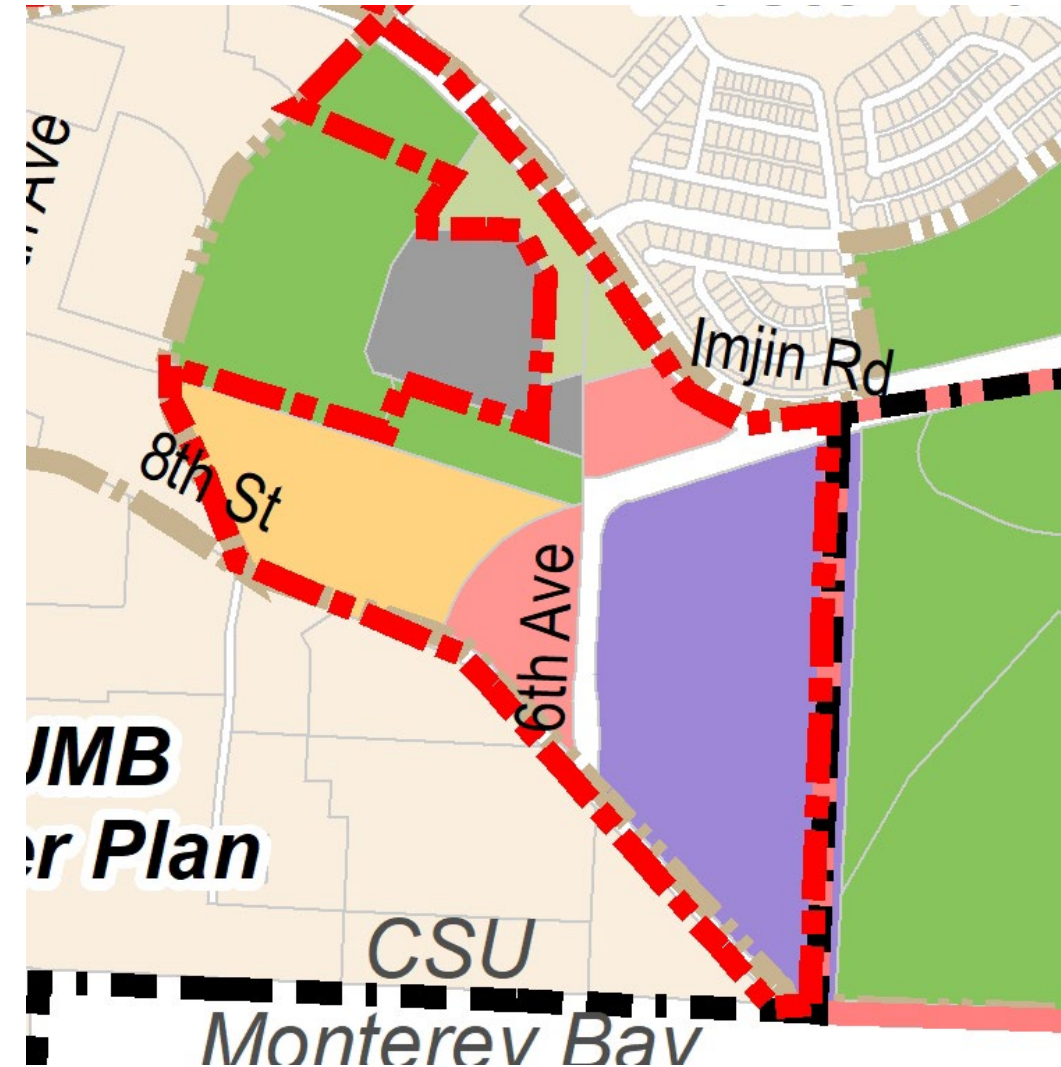
- Extension of CSUMB campus with student housing, museum/visitor center, and small walkable mixed-use center off Imjin
- Neighborhood retail shopping center in-between campus and new area
- Act as a gateway to Fort Ord with businesses serving recreational tourists
- Explore innovative open space uses such as green cemeteries



8th Street Area

Preferred Alternative Map

Map Color	Designation	Types of Uses
	Mixed Use	Vertical or horizontal mixed-use with residential and/or commercial (including retail, restaurants, services, office, hotels)
	Medium Density Residential	Duplexes, multiplexes, and townhomes
	Neighborhood Commercial	Retail, restaurants, entertainment, office, and other services
	Light Industrial Flex	Maker space, warehousing, PDR, service commercial, medical, small laboratory space, and R&D
	Parks & Recreation	Public parks and recreation facilities
	Open Space	Preserved open space or farm land
	Specific/Master Plan Area	Types of uses detailed in a Specific Plan or Master Plan

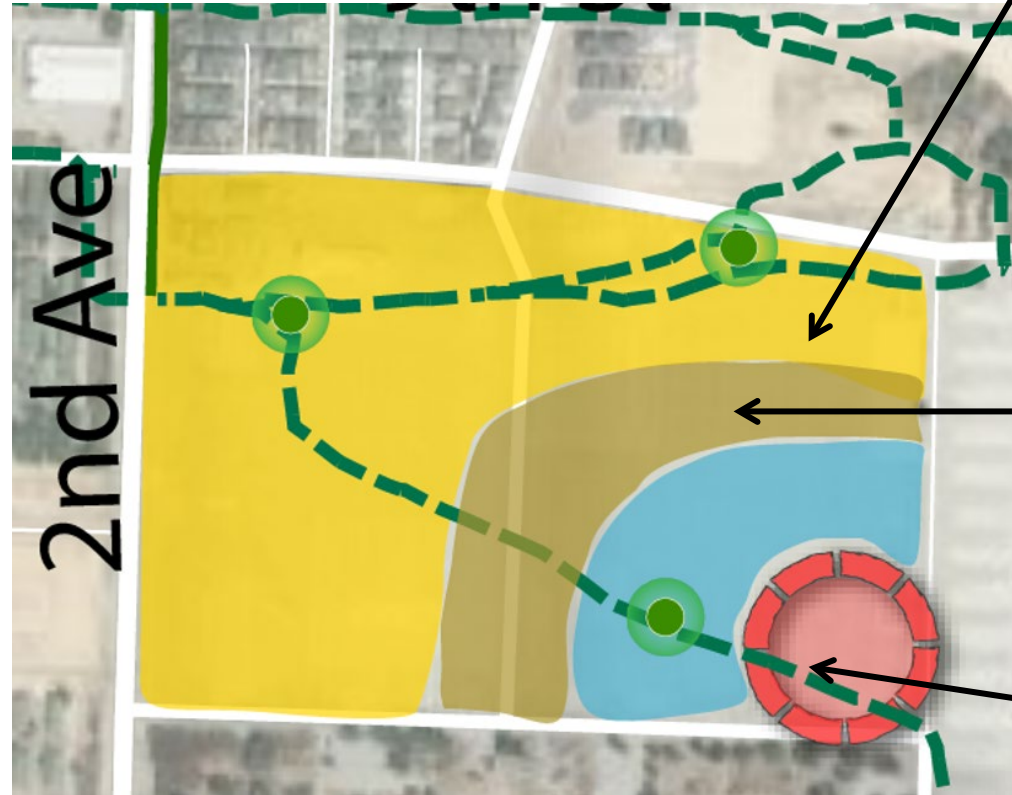


Proposed Land Use Direction: CSUMB Parking Lots

CSUMB Parking Lots

Preferred Land Use Vision

- Student rental housing close to University Village
- For-sale faculty housing, student-serving retail village, R&D uses by CSUMB
- Middle-density housing buffers higher-density area
- Work with CSUMB to ensure that on-campus housing increases about as fast as enrollment

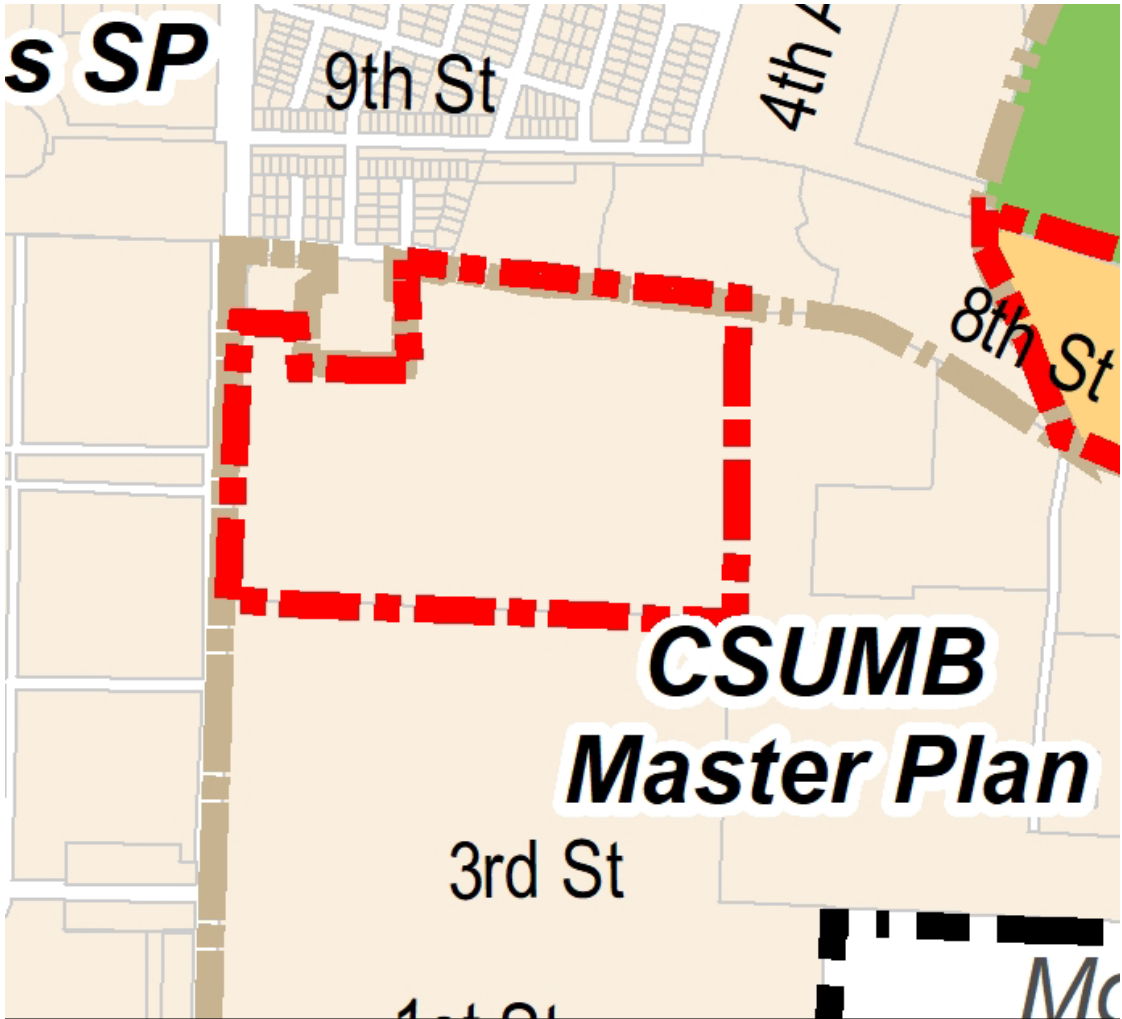


CSUMB Parking Lots

Preferred Alternative Map

Map Color	Designation	Types of Uses
	Specific/Master Plan Area	Types of uses detailed in a Specific Plan or Master Plan

While the parking lots are owned by CSUMB, should CSUMB pursue non-academic development (such as market-rate housing), this development would be subject to most City land use controls and regulations.

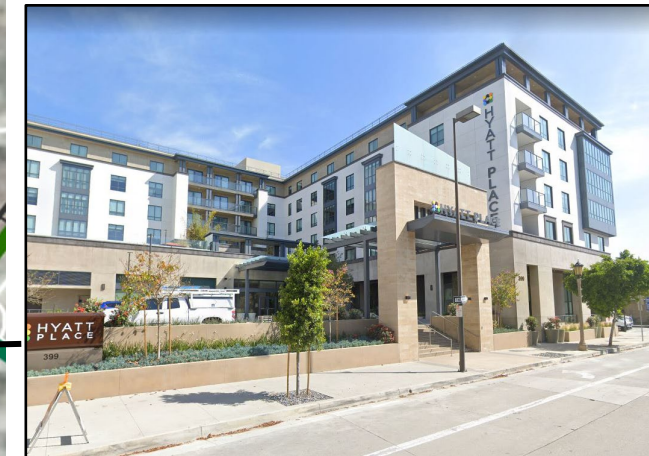


Proposed Land Use Direction: Beach Road Gateway

Beach Road Gateway

Preferred Land Use Vision

- Emphasis on visitor-serving uses and hotels/lodging
- Additional regional retail and services adjacent to existing WalMart
- Mini-park or plaza at both roundabouts
- Stronger gateway; enhance/narrow Beach Road



Beach Road Gateway

Preferred Alternative Map

Map Color	Designation	Types of Uses
	Visitor Serving Commercial	Hotels, restaurants, retail, and other visitor-serving uses
	Regional Retail	Big-box retailers, restaurants, auto-sales, and related uses
	Public Facility - Civic	Public facilities including civic center, library, police and fire stations, and post office
	Low Density Residential	Single family homes and accessory dwelling units (ADU)
	High Density Residential	Multi-family apartments
	Parks & Recreation	Public parks and recreation facilities



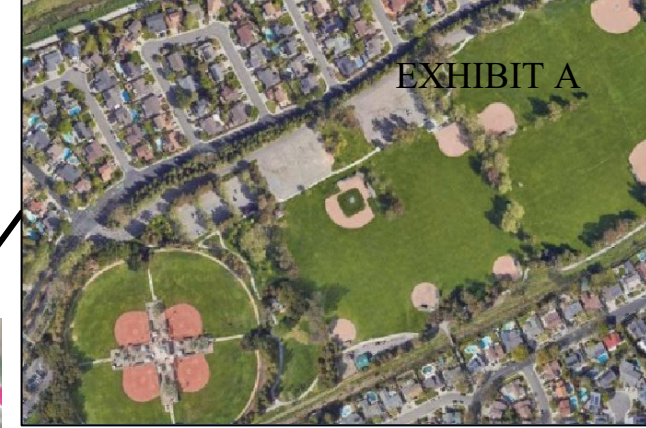
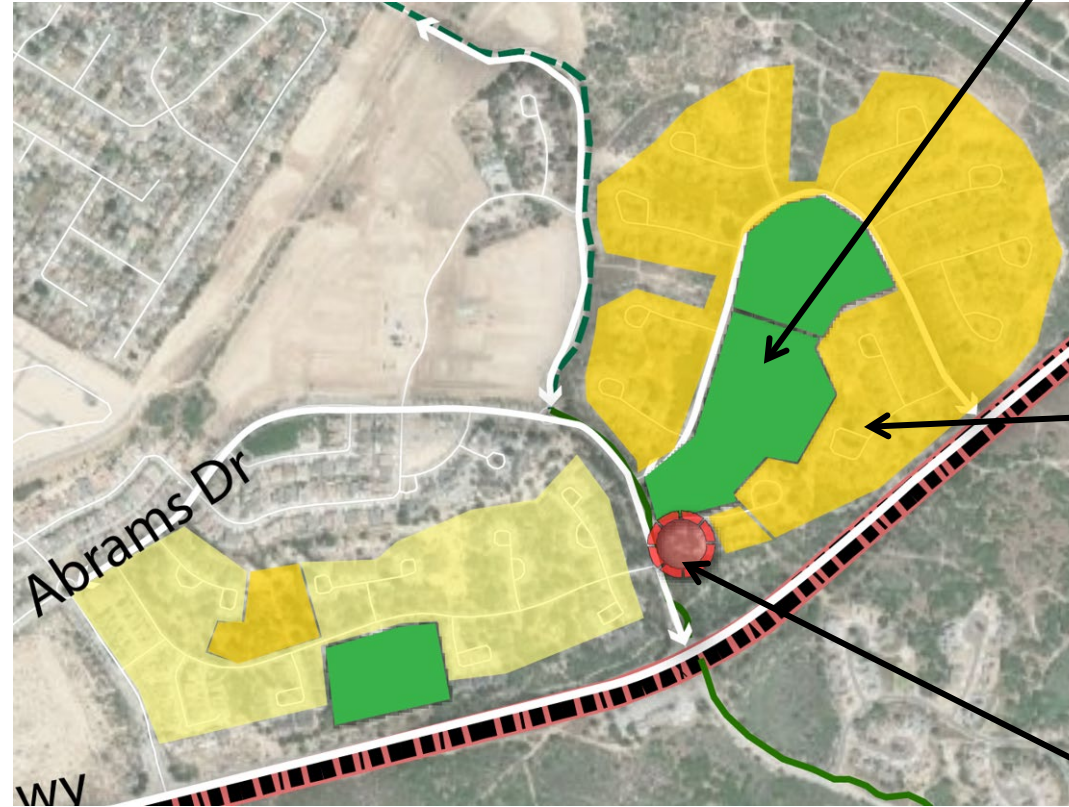
— — Local Costal Plan Boundary (LCP)

Proposed Land Use Direction: Preston/Abrams Park

Preston/Abrams Park

Preferred Land Use Vision

- Infill with new townhouses & multiplexes (gradual, long-term redevelopment)
- Expand Preston park into sports complex
- Retail node at Imjin & Abrams Dr
- Avoid displacement of long-term residents as infill & redevelopment occurs



Preston/Abrams Park

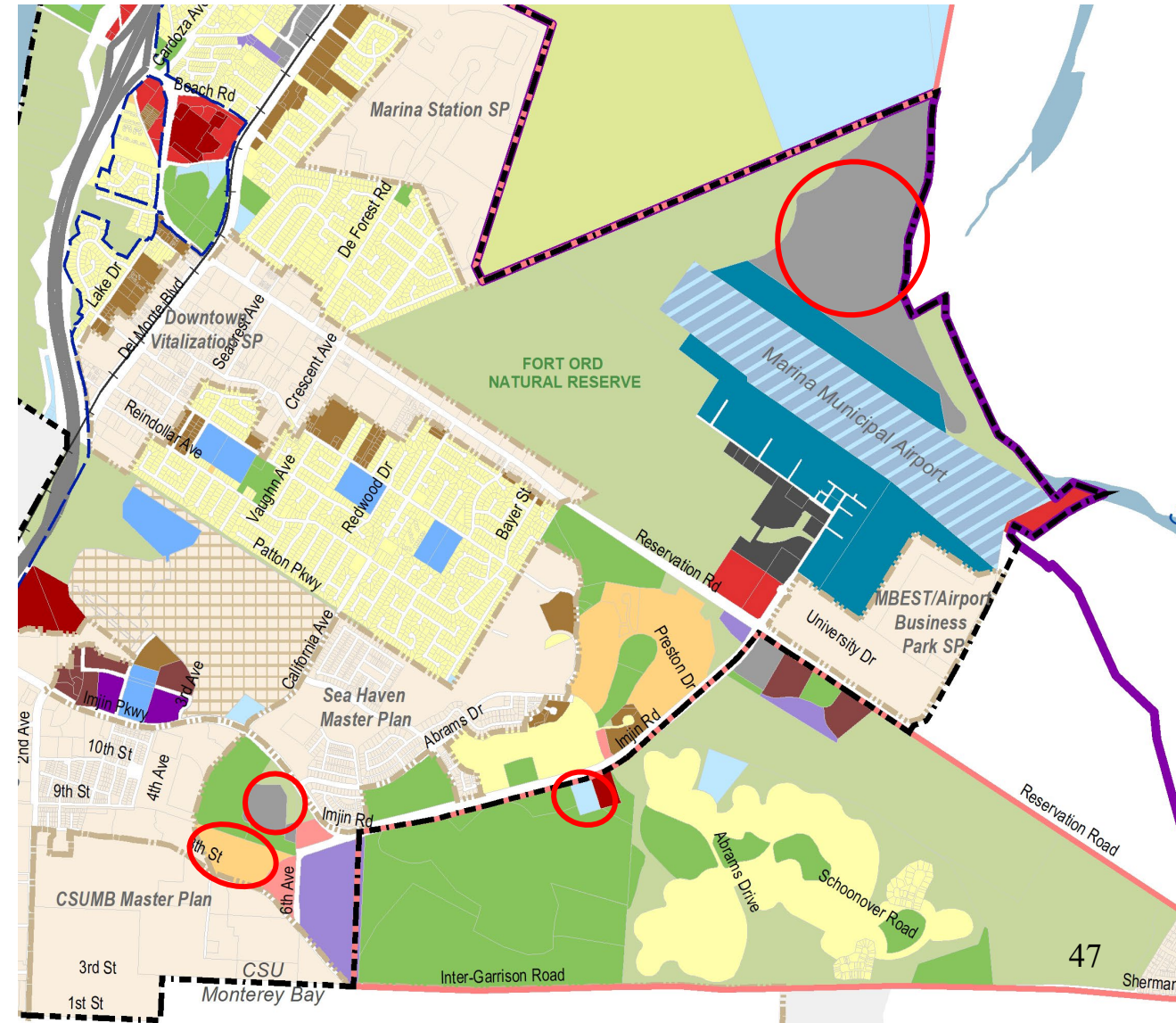
Preferred Alternative Map

Map Color	Designation	Types of Uses
	Low Density Residential	Single family homes and accessory dwelling units (ADU)
	Medium Density Residential	Duplexes, multiplexes, and townhomes
	High Density Residential	Multi-family apartments
	Mixed Use	Vertical or horizontal mixed-use with residential and/or commercial (including retail, restaurants, services, office, hotels)
	Specific/Master Plan Area	Types of uses detailed in a Specific Plan or Master Plan
	Neighborhood Commercial	Retail, restaurants, entertainment, office, and other services
	Visitor Serving Commercial	Hotels, restaurants, retail, and other visitor-serving uses
	Regional Retail	Big-box retailers, restaurants, auto-sales, and related uses
	Light Industrial/Flex	Maker space, warehousing, PDR, service commercial, medical, small laboratory space, and R&D
	Parks & Recreation	Public parks and recreation facilities
	Open Space	Preserved open space or farm land
	Public Facility - Civic	Public facilities including civic center, library, police and fire stations, and post office



Changes Suggested by Executive Staff

- Change Medium-Density Residential along 8th Street near CSUMB to Mixed-Use (for greater flexibility)
- Change Public Facility to Regional Retail for property adjacent to Shell Station
- Ensure agricultural uses are allowed in the Airport North light industrial area
- Consider changing Las Animas Concrete Facility designation to Mixed Use



Planning Commission Input

Unanimous recommendation to move forward with draft Preferred Alternative as presented and begin CEQA & other analysis

Questions and Comments

- The proposed vision for Cypress Knolls seems familiar- haven't we seen this before?
- Why are we looking at lands owned by CSUMB?
- Would displacement occur in Preston Park if this map is approved?
- GPU should call for & integrate future Parks & Rec Master Plan

Update on Areas Outside City Limits

Update on Areas Outside City Limits

EXHIBIT A

- 1 Blanco Road Property:**
 - Development potential
 - Study potential growth here as a CEQA Alternative
- 2 Former Landfill:**
 - No development potential
 - Staff currently considering options for near-term annexation (*separate from General Plan process*)
- 3 East Campus Housing**
 - No authority over property, even if the City purchases
- 4 East Garrison:**
 - No development potential



Next Steps

Upcoming Community Engagement

- **Online Survey #3 on Draft Policies and Annexation – Winter 2024**
- **Environmental Justice focus groups/meetings (per SB 1000) – Winter 2025**

Seeking Council Direction Tonight

- Does Council recommend that the Preferred Alternative Map as proposed, including the areas outside City Limits, be studied under CEQA? Including environmental, traffic, & fiscal analysis
- Land Use Map will return for final Council review before Plan adoption

Thank you!



Kimley Horn | Rincon | EPS

Proposed General Plan Land Use Map



- | | | |
|------------------------|----------------------------|----------------------------------|
| City Limits | Waterbody | Office/R&D Low |
| Sphere of Influence | Low Density Residential | Office/R&D High |
| Urban Growth Boundary | Medium Density Residential | Mixed Use |
| Local Coastal Zone | High Density Residential | Future Specific/Master Plan Area |
| Rail_Regional | Neighborhood Commercial | Specific/Master Plan Area |
| Specific Plan Area | Visitor Serving Commercial | Light Industrial/Flex |
| Parks Outside the City | Regional Retail | Aviation Support Low |

- | |
|-----------------------------|
| Aviation Support High |
| Public Facility - Airfield |
| Public Facility - Education |
| Public Facility - Civic |
| Parks & Recreation |
| Open Space |
| UGB Open Space |



Sources:
City of Marina (2023);
County of Monterey (2023);
CPAD (2021);
Urban Footprint (2023);
ESRI (2022);
USGS & NOAA (2016).

Marina 2045 Land Use Designations

Residential

Map Color	Designation	Types of Uses	Supporting Visual	Density/ Intensity
	Low Density Residential	Single family homes and accessory dwelling units (ADU)		Up to 7.5 du/ac
	Medium Density Residential	Duplexes, multiplexes, and townhomes		7.6 - 15 du/ac
	High Density Residential	Multi-family apartments		15.1 - 35 du/ac
	Very High Density Residential	Dense multi-family apartments (no parcels currently designated)		35.1-50 du/ac

Commercial

Map Color	Designation	Types of Uses	Supporting Visual	Density/ Intensity
	Neighborhood Commercial	Retail, restaurants, entertainment, office, and other services		0.2-0.5 FAR
	Visitor Serving Commercial	Hotels, restaurants, retail, and other visitor-serving uses		Up to 0.9 FAR
	Regional Retail	Big-box retailers, restaurants, auto-sales, and related uses		Up to 0.4 FAR
	Office/R&D Low	Offices, business parks, and research and development space		0.25-0.6 FAR
	Office/R&D High	Higher intensity offices, business parks, and research and development, and service commercial		Up to 1.2 FAR

Mixed Use

Map Color	Designation	Types of Uses	Supporting Visual	Density/ Intensity
	Mixed Use	Vertical or horizontal mixed-use with residential and/or commercial (including retail, restaurants, services, office, hotels)		Up to 0.9 FAR 15-35 du/ac

Industrial

Map Color	Designation	Types of Uses	Supporting Visual	Density/ Intensity
	Light Industrial/Flex	Maker space, warehousing, PDR, service commercial, medical, small laboratory space, and R&D		Up to 0.4 FAR
	Aviation Support Low	Aviation light industrial, warehouse, PDR, aviation office, and low intensity R&D		Up to 0.7 FAR
	Aviation Support High	Aviation, general industrial, PDR, high intensity high, airport-related uses		Up to 7.0 FAR

Special Uses

Map Color	Designation	Types of Uses	Supporting Visual	Density/ Intensity
	Future Specific/ Master Plan Area	Types of uses detailed in a Specific Plan or Master Plan		Defined in Specific/Master Plan
	Specific/ Master Plan Area	Types of uses detailed in a Specific Plan or Master Plan		Defined in Specific/Master Plan

Public Uses

Map Color	Designation	Types of Uses	Supporting Visual	Density/ Intensity
	Public Facility - Airfield	Marina Municipal airport runway		None defined
	Public Facility - Education	Public and private educational facilities		None defined
	Public Facility - Civic	Public facilities including civic center, library, police and fire stations, and post office		None defined
	Parks & Recreation	Public parks and recreation facilities		None defined
	Open Space	Preserved open space or farm land		None defined
	UGB Open Space	Preserved open space south of the Urban Growth Boundary (UGB)		None defined

Proposed Changes to the General Plan Land Use Designations

Attachment to City Council Staff Report

November 19, 2024

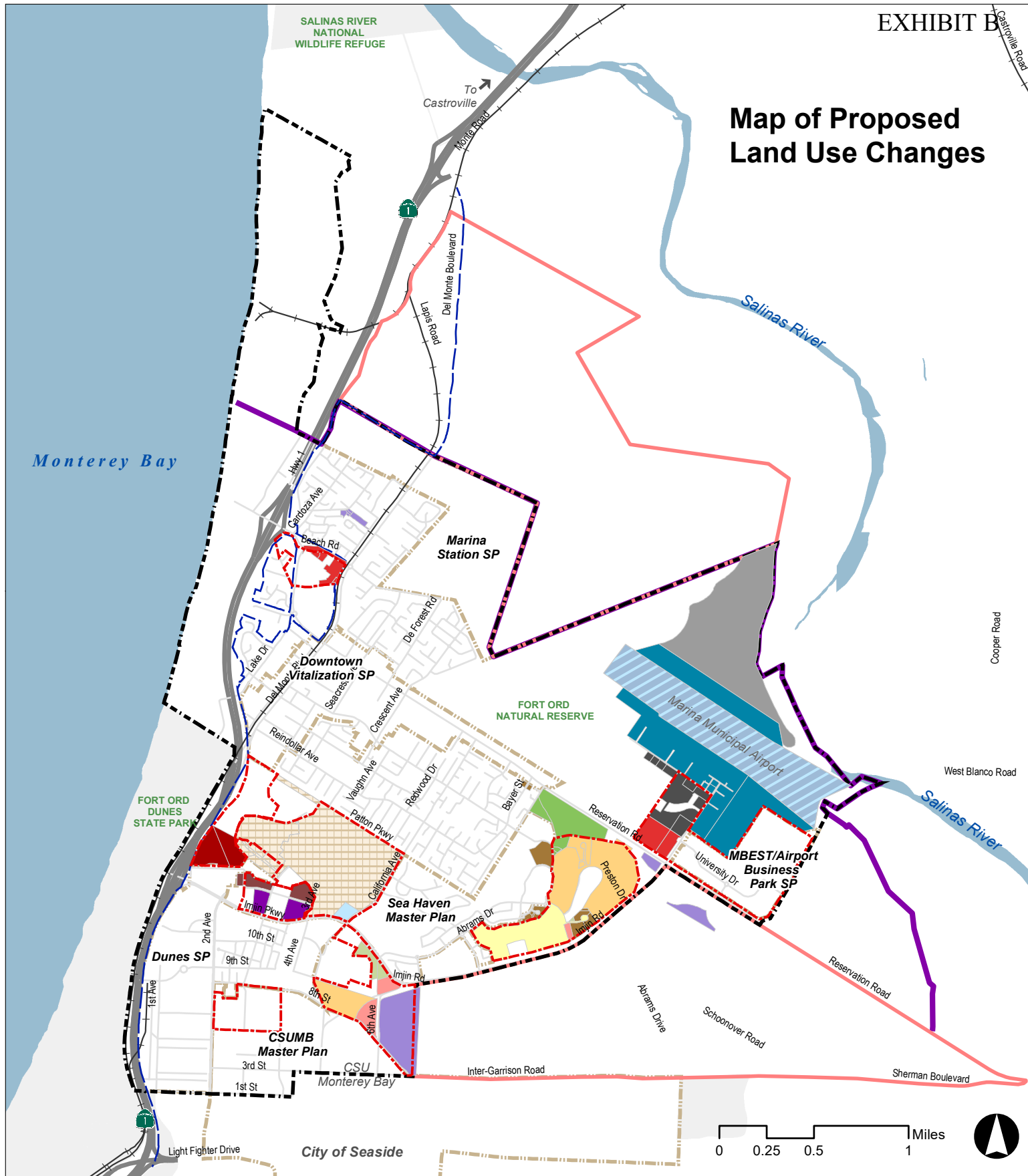


Current General Plan Designations	Proposed General Plan Designations	Rationale
Residential		
<u>Name and Maximum Density</u>	<u>Action Taken, Name and Maximum Density</u>	<u>Rationale</u>
Single Family Residential Average 5 du/ac	Low Density Residential Up to 7.5 du/ac	Change density to align with zoning
Neighborhood Edge Average 5 du/ac	<i>Remove designation</i>	This designation only applies to part of the Marina Station Specific Plan - this area is designated "Specific Plan"
Marina Heights Residential Average 5.5-6.5 du/ac	<i>Remove designation</i>	This designation is part of the Sea Haven Specific Plan - this area is designated "Specific Plan"
University Village Residential Average 8 du/ac	<i>Remove designation</i>	This designation is part of the Dunes Specific Plan - this area is designated "Specific Plan"
Neighborhood General Average 9 du/ac	<i>Remove designation</i>	This designation only applies to part of the Marina Station Specific Plan - this area is designated "Specific Plan"
--	Medium Density Residential 7.6-15 du/ac	New designation that aligns with zoning (R-2 and R-3)
Neighborhood Center Average 25 du/ac + retail	<i>Remove designation</i>	This designation only applies to part of the Marina Station Specific Plan - this area is designated "Specific Plan"
Village Homes High Density 30 du/ac	<i>Remove designation</i>	Only applies to 1 parcel, collapse this designation into the proposed "high density residential" currently called "multi-family"
Multi-Family Residential 15-35 du/ac	High Density Residential 15.1-30 du/ac	Renamed and modified to have no overlap with Medium Density Residential designation
--	Very High Density Residential 35.1-50 du/ac	New designation that aligns with Downtown Vitalization Plan and allows for future very high residential (no parcels currently designated)

Current General Plan Designations	Proposed General Plan Designations	Rationale
Commercial		
<u>Name and Maximum Density</u>	<u>Action Taken, Name and Maximum Density</u>	<u>Rationale</u>
Regional Sales and Service 0.25 – 0.4 FAR	Regional Retail Up to 0.4 FAR	Rename and modify FAR for clarity
Multiple Use Commercial 0.25 – 0.9 FAR	Mixed Use Up to 0.9 FAR and 15-35 du/ac	Rename and modify FAR for clarity
Mixed Use/Service Low Retail/Service	Neighborhood Commercial 0.2-0.5 FAR	Rename and modify FAR for clarity, remove residential component
Visitor-Serving 0.15 – 0.4 FAR	Visitor Serving Commercial Up to 0.9 FAR	Rename and modify FAR for clarity
Office/Research 0.25 - 0.6, varies by area	Office/R&D Low 0.25-0.6 FAR (0.9 FAR with bonus)	Rename and modify FAR for clarity
--	Office/R&D High Up to 1.2 FAR	New designation to allow higher intensity employment uses
Office	<i>Remove designation</i>	This designation is part of the Marina Station Specific Plan - this area is designated "Specific Plan"
Industrial		
<u>Name and Maximum Density</u>	<u>Action Taken, Name and Maximum Density</u>	<u>Rationale</u>
Light Industrial/Service Commercial	Light Industrial/Flex Up to 0.4 FAR	Rename and modify FAR for clarity
Industrial	<i>Remove designation</i>	This designation only applies to part of the Marina Station Specific Plan - this area is designated "Specific Plan"
--	Aviation Support Low Up to 0.6 FAR	New designation align with the Aviation Master Plan
--	Aviation Support High Up to 7.0 FAR	New designation align with the Aviation Master Plan

Current General Plan Designations	Proposed General Plan Designations Rationale	
Public		
<u>Name and Maximum Density</u>	<u>Action Taken & Name</u>	<u>Rationale</u>
Public Facility - Civic	Public Facility - Civic	No change
Public Facility - Education	Public Facility - Education	No change
--	Public Facility - Airfield	New designation for airport runway
Public Facility - Proposed Education	<i>Remove designation</i>	Collapsed into "public facility - civic"
Public Facility - Other	<i>Remove designation</i>	Collapsed into "public facility - education"
Parks and Open Space		
<u>Name and Maximum Density</u>	<u>Action Taken & Name</u>	<u>Rationale</u>
Agriculture	Agriculture	Applied to land outside the city's planning area (no parcels designated in City)
Public Parks and Recreation	Parks and Recreation	No change
Habitat and Open Space	Open Space	No change
UGB Open Space	UGB Open Space	No change
Golf Course OS	<i>Remove designation</i>	The formerly designated area has been changed to be consistent with the Airport Master Plan
Specific/Master Plan		
<u>Name and Maximum Density</u>	<u>Action Taken & Name</u>	<u>Rationale</u>
--	Specific/Master Plan Area	New designation for all adopted specific/master Plan areas
--	Future Specific/Master Plan Area	New designation to identify areas that require a future specific/master plan

Map of Proposed Land Use Changes



- | | | | | |
|---|---|--|---|--|
| Areas of Discussion | Office/R&D Low | Aviation Support High | City Limits | Waterbody |
| Low Density Residential | Office/R&D High | Public Facility - Airfield | Sphere of Influence | |
| Medium Density Residential | Mixed Use | Public Facility - Education | Urban Growth Boundary | |
| High Density Residential | Future Specific/Master Plan Area | Public Facility - Civic | Local Coastal Zone | |
| Neighborhood Commercial | Specific/Master Plan Area | Parks & Recreation | Rail_Regional | |
| Visitor Serving Commercial | Light Industrial/Flex | Open Space | Specific Plan Area | |
| Regional Retail | Aviation Support Low | UGB Open Space | Parks Outside the City | |



Draft Citywide Land Use Policies

Land Use and Complete Community

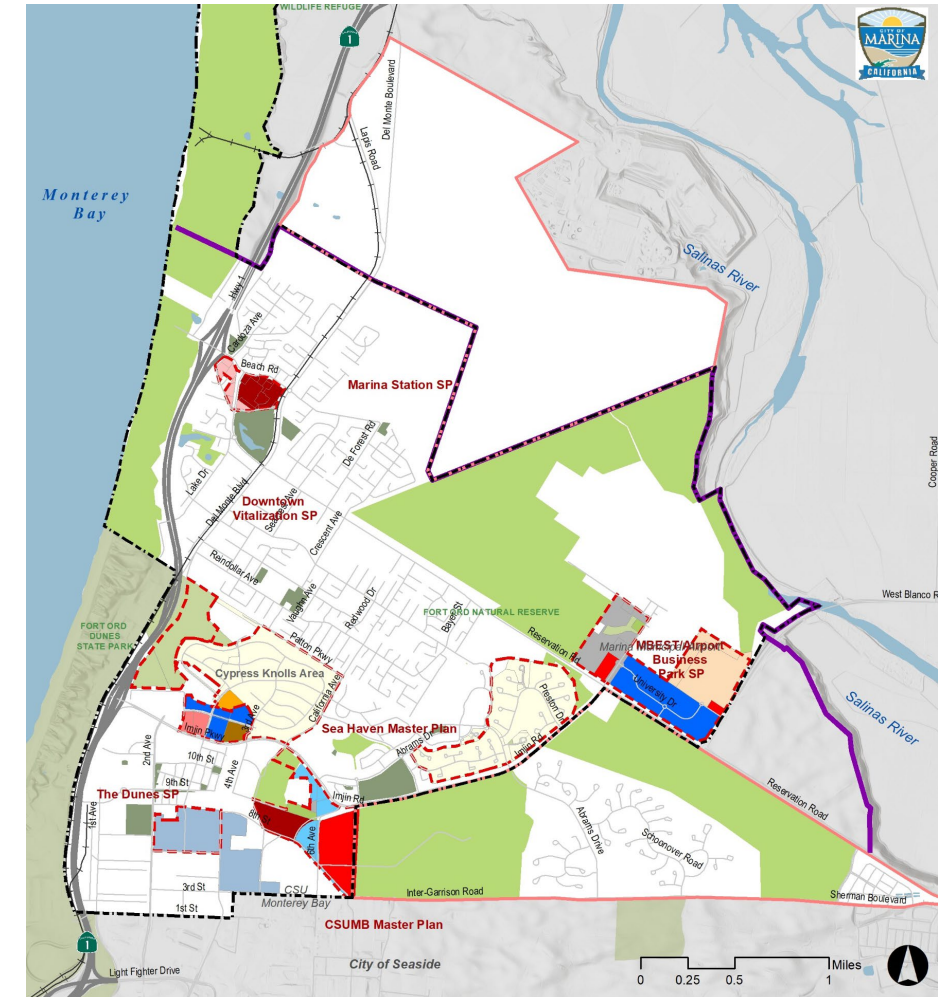
Goals/Topics:

- Focused growth and sustainable infill
- Building new neighborhoods thoughtfully
- Creating community gathering places
- Affordable and high-quality housing
- Improving existing neighborhoods
- Fostering living wage jobs
- Enhance key gateways
- Walkable, Thriving Downtown
- Sustainable and attractive buildings



Goal 1: Focused growth and sustainable infill

- a. Focus all new growth as infill within the Urban Growth Boundary through 2040
- b. Mitigate impacts of development within the UGB on biological resources, balancing growth with habitat conservation
- c. Prohibit or restrict development where natural conditions present a serious threat
- d. Separate major new developments from existing neighborhoods with open space



Goal 2: Build new neighborhoods thoughtfully

- a. Integrate new housing into the City fabric
- b. Prohibit or limit gated communities
- c. Limit block lengths or use mid-block alleys to break up long blocks
- d. Require connecting pedestrian and bicyclist paths at all cul-de-sacs
- e. Require new parks, indoor/outdoor recreation, open space, and/or FORTAG or other greenways/trails
- f. Require new “missing middle” housing
- g. Provide setbacks or open spaces between existing neighborhoods and new higher-density developments
- h. Ensure new developments pay their share of additional public service costs



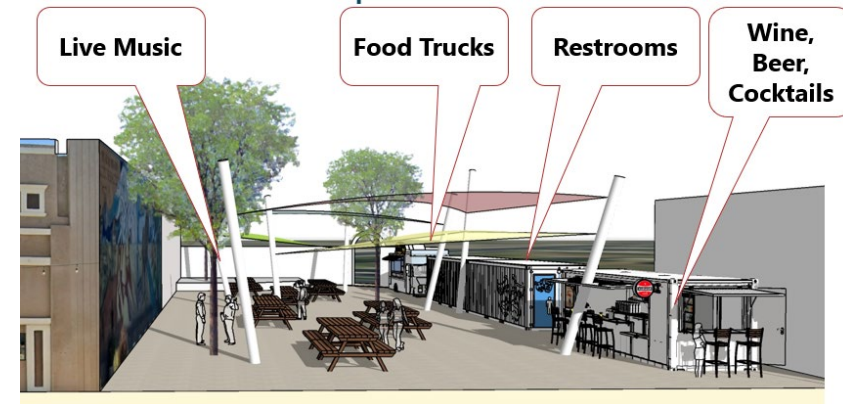
Goal 3: Creating community gathering places

- a. Support the development of public gathering places in:
- 1. Downtown destinations
 - 2. Arts/Civic Village in U.V.
 - 3. “Promenade” in U.V.
 - 4. Public gathering place in the heart of Cypress Knolls
 - 5. Civic Center
 - 6. Dunes Park & Sports Center
 - 7. Marina Equestrian Center
 - 8. Preston Park sports complex



Goal 3: Creating community gathering places

- b. Attract new sit-down dining and entertainment uses
- c. Allow mixed-use buildings in multiple land use designations
- d. Enforce standards for retail and active uses in gathering places (that prioritize pedestrians)
- e. Include public gathering places and active & passive recreation in the Civic Center
- f. Avoid “strip” commercial; promote “park once” places where multiple activities can be accessed without driving



Goal 3: Creating community gathering places

- h. Enhance public spaces and major streets in Marina through branding, landscaping, and façade revitalization
- i. Design the City's major corridors with a consistent streetscape appearance and prioritize public realm improvements, mobility enhancements, and pedestrian amenities along these corridors
- j. Highlight and preserve public views of the coastline
- k. Construct memorials that pay homage to Military past
- l. Expand the urban tree canopy along major corridors and in gathering places
- m. Require developments to use walkable design practices



Goal 4: Improving existing neighborhoods

- a. Establish a distinctive identity for neighborhoods in Central & North Marina
 - Add traffic calming & widen/complete sidewalks
 - Establish more mini-parks in Central Marina
- b. Promote the development of ADUs by:
 - Providing pre-approved ADU plans
 - Allowing ADUs to be sold separately from the primary residence
- c. Streamline approval of “missing middle” infill that meets objective standards
- d. Ensure appropriate setbacks, landscaping, and transitions between single-family neighborhoods and higher-density infill housing
- e. Maintain attractive buffers between residential and non-residential uses



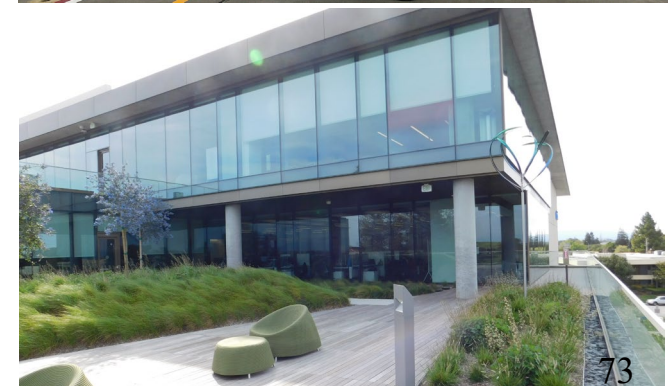
Goal 5: High quality and affordable housing

- a. Expand where missing-middle housing is allowed (esp. in Cypress Knolls, 8th Street, & Preston Park)
- b. Support infill in Central Marina that meets objective standards
- c. Encourage and attract housing geared towards veterans, seniors, and low income-households
- d. Ensure pedestrian/bicycle connections to new and planned parks, open space, and trails



Goal 6: Foster living wage jobs

- a. Attract R&D, light industrial, niche manufacturing, & medical office uses
- b. Expand existing & attract new innovative and complementary airport-oriented uses
- c. Facilitate development of jobs related to science and technology to leverage CSUMB + UC MBEST
- d. Promote hotels, long-term temporary lodging, and other visitor-serving uses



Goal 7: Enhance key gateways

- a. Design major entry points with subdued commercial signage, clear wayfinding, special design treatments, complete sidewalks, landscaping, mini-parks or plazas
- b. Reflect the historical significance of Fort Ord in development near entrances to the State Park



Goal 8: Walkable Thriving Downtown

- a. Create a destination in Downtown through a catalytic site project or programming
- b. Attract entertainment, live-work units, and retail/services
 - Concentrate retail, personal services, and business services along Del Monte and Reservation Road
- c. Transform Downtown into a pedestrian-oriented shopping environment by reducing driveways & curb cuts
- d. Upgrade Del Monte Boulevard's streetscape and image
- e. Prohibit drive-through uses along Del Monte and Reservation
- f. Build neighborhood-serving mini-parks and plazas
- g. Encourage outdoor public spaces/plazas in new developments

Downtown Vitalization Specific Plan

City of Marina, California • April, 2024



Goal 9: Sustainable + Attractive Development

- a. Adhere to new Objective Design Standards
- b. Promote a diversity of architectural styles
- c. Promote green building practices



Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 19, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
ACCEPTING HILLTOP PARK EXCEPT THE LANDSCAPED AREA;
AND ACCEPTING THE LANDSCAPE AREA SUBJECT TO ENTERING
INTO AN IMPROVEMENT AND LONG-TERM MAINTENANCE
AGREEMENT; AUTHORIZE THE CITY MANAGER TO EXECUTE AN
IMPROVEMENT AND LONG-TERM MAINTENANCE AGREEMENT
DEFINING DEVELOPERS OBLIGATIONS DURING THE
MAINTENANCE PERIOD SUBJECT TO REVIEW AND APPROVAL BY
THE CITY ATTORNEY; AND FIND THIS ACTION IS EXEMPT FROM
CEQA PURSUANT TO SECTION 15061(B(3)) OF THE CEQA
GUIDELINES.**

RECOMMENDATION: It is recommended that the City Council consider adopting Resolution No. 2024-;

1. Approving acceptance of Hilltop Park except the landscaped areas; and accept the landscaped area subject to the City of Marina and Shea Homes' entering into a separate Improvement and Maintenance Agreement for Hilltop Park defining City's and Shea Homes obligations during the maintenance period;
2. Authorizing the City Manager to negotiate and execute the agreement subject to final review and approval by the City Attorney; and
3. Direct City staff to take appropriate steps to pay the Marina Coast Water District (MCWD) capacity charge for the park, which shall be reimbursed to the City after two (2) years; and authorize the Finance Director to make necessary accounting and budgetary entries.

PROJECT HISTORY

Hilltop Park as approved in the Dunes Specific Plan is a unique and different park from the other traditional developed parks in Marina. Its location provides beautiful panoramas of the ocean to the west and Salinas and the hills to the east. The park as designed is to be a passive park, rather than an active use park and will not have playground equipment, sports fields, and other established play areas. The park's landscape emphasizes native plantings, overlooks, seating areas, walking pathways, picnic areas, and a dog park. Trails follow the contours of the land and provide access from Eighth and Ninth streets.

The park has an extensive project history with multiple public meetings, an ad hoc committee appointed by the City Council, direction from the City Council on vision and design of the park, and assistance from local volunteers in the park development.

The City hired Denise Duffy and Associates ("DDA") to review and inspect the planted and seeded native vegetation within the park and make recommendations and to also prepare short and long-term maintenance recommendations (**Exhibits E and F**). John Wandke from DDA, the hired environmental scientist evaluated the landscape plan and concluded that the seeding and planting effort was mostly successful and has a good chance of continuing to grow and fill in over time. He also recommended certain actions to move the park landscaping towards meeting the success criteria.

Hilltop Park Hardscape

All hardscaped areas of the park are completed including trails, the dog park, benches, and picnic area. The punch list prepared by the City is completed and the City is ready to accept the hardscaped areas of the park. The hardscaped areas proposed to be accepted are shown in **Exhibit C**.

The hardscaped areas will, upon acceptance, be maintained by the City's park maintenance staff. Short-term, the City has the staffing to add this park to its park maintenance scheduling; however, the City will need additional staff resources long-term. Staff will be bringing this issue back to the council when we start the budget process for FY 2025/26 and FY 2026/27 budgets.

Hilltop Park Landscape

Due to the unique design of a natural and native park, the seeds and plants are not yet fully grown and will continue to grow and develop over the next five years. In order to allow for the acceptance by the City of the landscaped areas, the City and Shea Homes have agreed to a "Hilltop Park Improvement and Maintenance Agreement" which defines the Developer's responsibilities over the next two-year maintenance period for the park.

Maintenance Period

The developer is required to maintain the landscaping for a period of two years from the date of acceptance of the landscaped areas of the park. Additionally, the Landscape Plan defines success criteria for development of the landscaped areas. The success criteria have three objectives:

Objective #1 Percent (%) coverage of bare ground

- a. Year 1-2 80-95%
- b. Year 3-4 70-85%
- c. Year 5 65-75%

Objective #2 Percent (%) coverage of non-natives plants

- d. Years 1-5 Les than 10%

Objective #3 Percent (%) coverage of native plants

- e. Year 1 5-10%
- f. Year 2 10-20%
- g. Year 3 15-25%
- h. Year 4 20-30%
- i. Year 5 25-35%

Consistent with the Landscape Plan, DDA recommends that irrigation described in the Plan be installed on a temporary basis within certain areas of the park. The reliance upon mother nature to irrigate the site is unlikely to result in the success criteria being met.

ANALYSIS

As set forth above, City staff recommend that the City accept the hardscaped areas shown on Exhibit C. In order to accept the not fully developed landscaped areas of Hilltop Park, City staff proposes the Council accept Hilltop Park landscaped areas in its current state, conditioned upon City and Shea Homes entering into a Hilltop Park Improvement and Maintenance Agreement that includes the following key terms.

City responsibilities

- Pay the capacity charge fee to MCWD for the hook up to MCWD's water system. It is expected that after two to three years of watering the plants will be established, and the water can be disconnected and MCWD will reimburse the City for the capacity charge fee.
- Pay the water utility costs for watering the park

Shea Home responsibilities

- Implement recommendations of Denise Duffy & Associates Memorandum of August 2, 2024 including:
- Re-inspect the seeded areas during fall 2024 to determine if additional seedling mortality has occurred during the dry season and identify areas that require a re-application of the seed mix and reseed according to map in the Memorandum.
- Continue to reseed the park on an as-needed basis.
- Install a temporary on-grade irrigation system for all the areas indicated on the map that need to be reseeded and will maintain this system for two years.
- Remove invasive weeds throughout all areas prior to reseeding
- Inspect and remove invasive weeds on a once monthly basis
- Remove ice plant mats, jubata grass, plume acacia saplings, and ice plant under oak thicket.
- Provide a two-year performance/warranty bond

Attached is a proposed draft of this agreement **Exhibit D**

ENVIROMENTAL REVIEW

Acceptance of a park and entering into a maintenance contract is not a project subject to the California Environmental Quality Act pursuant to the commonsense exemption found in section 15061(b)(3) of the CEQA Guidelines.

FISCAL IMPACT

Capacity Fee-The Monterey Coast Water District (MCWD) capacity charge to temporarily service the park will cost \$31,271-\$78,662 depending on if the water is potable or recycled water. After two years the water line would be capped, and the City would be reimbursed by MCWD for the fee.

Long Term Maintenance Cost-As directed by the City Council, Denise Duffy and Associates has prepared a detailed long term maintenance plan for Hilltop Park. Due to the very specific seed mix on the site, over the course of the next seven (7) years it will cost the City of Marina approximately \$277,000 to maintain the park in its current plant configuration.

CONCLUSION

City staff are recommending acceptance of the hardscaped areas shown on Exhibit C, and conditional acceptance of the landscaped areas of Hilltop Park subject to the developer entering into an agreement, Exhibit D to be executed by the City Manager on behalf of the City, subject to the review and approval of the City Attorney.

Respectfully submitted

Guido F. Persicone, AICP
Community Development Director
City of Marina

REVIEWED BY:

Layne Long
City Manager
City of Marina

Exhibits
A-Resolution
B-Project History
C-Map showing Accepted/Accepted Subject to Agreement Areas
D-Draft Maintenance Agreement with exhibits of Park, Improvements and Maintenance Plan
E-Hilltop Park Recommendations, Denise Duffy and Associates.
F-Hilltop Park Landscape Maintenance Manual

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA CITY ACCEPTING THE REAL PROPERTY OF AND IMPROVEMENTS TO HILLTOP PARK EXCEPT THE LANDSCAPED AREA WITHIN THE PARK, WHICH SHALL BE SUBJECT TO ACCEPTANCE UPON EXECUTION OF, AND WHICH ACCEPTANCE SHALL BE CONDITIONED BY THE TERMS OF, AN IMPROVEMENT AND MAINTENANCE AGREEMENT. THE CITY MANAGER SHALL BE AUTHORIZED TO PREPARE, NEGOTIATE, AND EXECUTE THE AGREEMENT SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY. THIS ACTION IS EXEMPT FROM CEQA PURSUANT TO SECTION 15061(B(3)) OF THE CEQA GUIDELINES.

WHEREAS, the University Village Specific Plan envisioned Hilltop Park (referred to herein as “park”) to be a passive area with walking trails, picnic areas and native vegetation; and

WHEREAS, diligent effort has been made by the City and community volunteers for the landscaping of this park; and

WHEREAS, when the City of Marina approved the project plans for Hilltop Park specific success criteria were established for the City to accept the park from Shea Homes; and

WHEREAS, due nature of this park planted by seeds, the success criteria can only be met over time and cannot be met currently; and

WHEREAS, the City desires to accept the park so community members can utilize the park’s trails as well as the dog park set forth in the plans for the park; and

WHEREAS, the City of Marina desires to enter into a separate agreement for the landscaping of the park so that the City may fully accept the real property and improvements thereon upon fulfillment of the terms and conditions of said agreement; and

WHEREAS, the City Staff Report of even date herewith sets forth the project history and staff’s recommendations with respect to the park; and

NOW THEREFORE BE IS RESOLVED that the City Council of the City of Marina does hereby incorporate the recitals as if fully set forth herein in their entirety and:

1. Finds that the following actions are exempt from CEQA pursuant to section 15061(b)(3) of the CEQA Guidelines.
2. Accepts Hilltop Park except the landscaped area as shown on Exhibit C; and accepts the landscaped area subject to the City of Marina and Shea Homes’ entering into a separate Improvement and Maintenance Agreement, Exhibit D for Hilltop Park defining City’s and Shea Homes obligations during the maintenance period;
3. Authorizes the City Manager to negotiate and execute the agreement subject to final review and approval by the City Attorney; and

4. Directs City staff to take appropriate steps to pay the Marina Coast Water District (MCWD) capacity charge for the park, which shall be reimbursed to the City after two (2) years; and authorize the Finance Director to make necessary accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th day of November 2024, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Exhibits B-Project History

November 2020-Marina Community Partners (MCP) presents to the city its initial concept design for Hilltop Park; Fred Watson & Scott Waltz provide comments on the concept design: FORTAG, Planting/Trees and invasive species removal.

December 2020 to January 2021-MCP response to Fred & Scott's comments with a new concept plan.

February 2021-City received an email from Fred Watson regarding the mass grading on the Hilltop Park site

April 2021-City Council received first presentation on the Concept Park Design.

May 2021-City Council's Ad-Hoc committee met with the Developer to discuss items brought up during the Council meeting

April 20, 2021-Council approval of the conceptual plan for Hilltop Park except the vegetation. The council directed the formation of an ad hoc committee for the trees, grasses, forbs and shrubs for this park.

May 17, 2022-City Council approval of resolution 2022-60. Native plants were emphasized but 100% native plants was not required. Section 3A of the resolution specifically says, "commercially available seed shall be used¹." The motion also included a requirement that the City shall develop a maintenance plan for the park before it is transferred over to the City.²

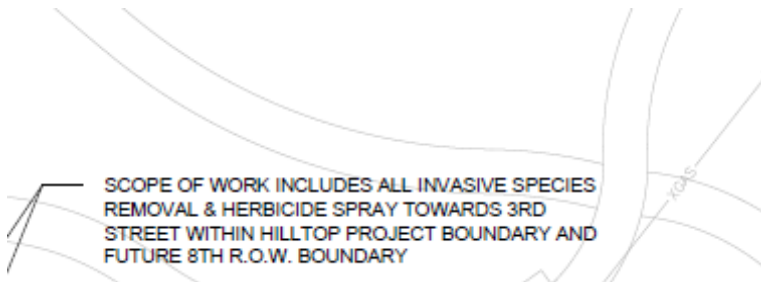
April 4, 2023 – City Public Works Department Conditionally Approved the Final Design Plans for Construction

19. THE CONTRACTOR SHALL GUARANTEE THAT ALL SHRUBS ARE FREE FROM DEFECT IN MATERIAL OR WORKMANSHIP FOR A PERIOD OF 90 DAYS AFTER FINAL ACCEPTANCE OF WORK. TREES SHALL BE GUARANTEED FOR ONE YEAR AFTER FINAL ACCEPTANCE OF WORK. THE CONTRACTOR SHALL REPLACE ANY DEFECTIVE PLANT MATERIAL OR WORKMANSHIP AT NO ADDITIONAL COST TO THE OWNER DURING THIS PERIOD.

¹ Note this can be found on the Access Media Partners (AMP) video at 2 hours and 25 minutes into the video.
<https://videoplayer.telvue.com/player/AWBnUCvvx6cKD1BrvIIZX31orwnnR9JL/media/720943?key=AWBnUCvvx6cKD1BrvIIZX31orwnnR9JL>

² 2 hour and 30 minutes into the AMP video

CITY OF MARINA APPROVAL	
APPROVED BY:	BRIAN McMINN
TITLE:	CITY ENGINEER
SIGNATURE:	
DATE:	4/4/23



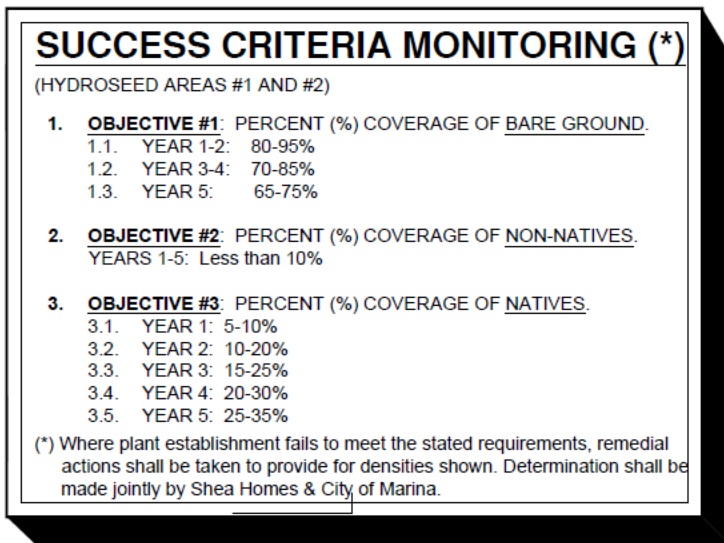
September 11, 2023 – MCP provided an Addendum Bulletin from their Landscape Architect (vanderToolen, vTa) revising the Hydroseeding Material Specifications, Temporary Irrigation (removal), and Hydroseed Mix amounts and application/planting timing.

October 10, 2023 – MCP provided an Addendum Bulletin from vTa providing the revised irrigation plan sheets that would **remove all temporary irrigation** for trees, shrubs, volunteer planting areas and hydroseeding areas.

150

Tackifer – M-Binder

2. Protection: Contractor is to stay off treated areas.
3. Unused Loads: If mixture remains in tank for more than 8 hours it shall be removed from the job site at contractor's expense.
4. Reseeding: After "Final Acceptance", reseeding will be done at the request of the owner and shall be considered extra.



December 19, 2023-Council approved the alternate seed mix for the site.

January 11, 2024-prior to issuing the approval of the park, a memo was prepared by Vander Toolen and Associates stating all seed proposed was going to be planted except for item 1 (Deerwood) which was not available and item 2 (California Sagebrush) which the staff recommended be removed.

February 15, 2024-Erik Nava, City of Marina Contract Public Works Inspector, field verified all the seeds proposed were planted. The only modification was the Monkey Flower had a Latin name change.

June 13, 2024-site visit by City staff and Dense Duffy and Associates to better understand the status of the park.

June 18, 2024-City Council authorized a contract with Denise Duffy and Associates to prepare a maintenance plan for the park with particular emphasis on how to maintain the new unique blend of plant species planted by Marina Community Partners and community volunteers.

Summer 2024-a punch list was prepared for Marina Community Partners (MCP) to ensure the park was constructed in accordance with the approved set of plans.

August 23, 2024-an email was sent to Marina Community Partners (MCP) stating that the punch list was complete with the exception of two key items:

Public Works has two remaining items for site amenities – the Dog Park sand import and the Rod & Cable fencing (See attached Exhibit).

Landscaping/Hydroseeding will be discussed separately outside of Public Works through the Planning/CDD team regarding the 2-yr Maintenance requirement set by Council (see Resolutions 2022-60 and 2023-134).

HILLTOP PARK IMPROVEMENT & MAINTENANCE AGREEMENT
“The Dunes on Monterey Bay” Project

THIS AGREEMENT (“Agreement”) is made effective this __ day of _____, 2024 (“Effective Date”), by and between the City of Marina, herein called the “City,” a municipal corporation, and Shea Homes Limited Partnership, a real property owner, developer or subdivider, herein called the “Developer.”

RECITALS

A. Developer is the owner of that certain real property identified for purposes of Phase 2 East of the Dunes on Monterey Bay Project (the “Dunes Project,” or “Project”) as “Parcel OS-2.2,” approximately bounded by 3rd Avenue, future 8th Street, California Avenue, and 9th Street, in the City of Marina, County of Monterey, State of California, which is more particularly described on Sheet 13 of 13 of Tract No. 1550 recorded in the Monterey County Records Office in Volume 24 of Cities and Towns, at page 73(the “Property”) as more particularly described in **Exhibit A**, which is attached and incorporated herein by reference.

B. In connection with the Dunes Project, Developer has prepared, and the City has approved the plans and related specifications for construction, installation, completion, and maintenance of certain improvements on the Property, which in its eventual, final improved condition is referred to herein as “Hilltop Park.” The improvement plans for Hilltop Park were approved by the City Engineer on April 4, 2023, and by the District Engineer for the Marina Coast Water District (“MCWD”) on April 5, 2023 (the “Landscape Plan”). The Landscape Plan is on file in the City’s Department of Community Development and is incorporated into this Agreement by this reference.

C. As set forth more particularly in the Landscape Plan, the improvements for Hilltop Park include, but are not limited to, non-native invasive plant species removal; planting, watering, and otherwise maintaining trees, shrubs, and other specified plants and grasses; hydroseeding of prepared soil; installation and operation of irrigation lines; installing concrete and decomposed granite paving; boulder installation; and constructing concrete steps, handrails, pedestrian trails, and a dog park (collectively, the “Improvements”).

D. Developer has irrevocably offered Hilltop Park for dedication to the City for open space purposes. The City and its landscape consultant (Denise Duffy & Associates) have inspected the Property and Improvements as of the Execution Date of this Agreement. The City has determined that in order for the City to find Hilltop Park’s condition compliant with the Landscape Plan, Developer must take certain actions as more particularly described in **Exhibit B** hereto, which is incorporated herein by this reference. Exhibit B to this Agreement is declaratory of Developer’s existing obligations under the Landscape Plan and other Dunes Project approvals (“Approvals”), and does not supersede any requirement, condition, or obligation set forth therein.

Exhibit C sets forth the maintenance requirements of the Landscape Plan and, similarly, does not supersede the Approvals.

E. The City's acceptance of Hilltop Park, and the Improvements, is contingent on Developer committing to perform each and every covenant and condition of this Agreement, including Exhibits B and C hereto, and achieving each and every condition of the Landscape Plan.

F. This Agreement is entered into in accordance with Subdivision Map Act (Government Code Sections 66410 et seq.) and other applicable laws, and ordinances, rules, regulations, and determinations of the City.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, it is agreed between the Developer and the City (collectively, the "Parties") as follows:

1. **Purpose.** The purpose of this Agreement is to: (a) guarantee construction, and completion of the Improvements in accordance with the Landscape Plan, including Exhibit B to this Agreement; and (b) ensure satisfactory performance by the Developer of Developer's obligations with respect thereto, including maintenance of the Improvements in accordance with the Landscape Plan and Exhibit C for a period of two years beginning upon the City's issuance of a Certificate(s) of Completion (described further below) ("Maintenance Period"). The recitals set forth above are hereby made a part of this Agreement.

2. **Improvements as a Benefit.** Developer agrees that the Improvements, which Developer is obligated to provide, will materially benefit the Property and are necessary to comply with the Landscape Plan and applicable law.

3. **Duty to Install Improvements.** Developer agrees to construct, install, and complete, or cause to be constructed, installed, and completed, all of the Improvements, in accordance with the Landscape Plan and Exhibit B hereto, and to provide the maintenance as set forth therein for the Maintenance Period, at the Developer's own expense.

4. **Performance of Work.** Developer agrees that the work necessary to construct and install the Improvements will be done in a good and workmanlike manner in accordance with accepted construction practices and in a manner equal or superior to the requirements of the City's Municipal Code ("Code") and rulings made under it. In the event that any conflict between the Improvement Plans and the Code should arise after the date of this Agreement but before the City issues a Certificate of Completion for the Improvements, the provisions of the Code shall control, but only to the extent consistent with the terms of the Approvals. Further, the work will be conducted in accordance with the requirements and procedures listed in the Approvals (including the Landscape Plan), in accordance with all City standards, specifications and applicable laws, rules and regulations, and to the satisfaction of the City. It is agreed that the City shall have the right to reject any or all of the work performed under this Agreement if such work does not conform to the Approvals, Landscape Plan, Exhibit B hereto, or any City standards and specifications, applicable law, rule, or regulation.

5. **City Payment of Capacity Charge.** City agrees to pay the capacity charge to Marina Coast Water District (MCWD) related to the installation of irrigation for Area 2 in Figure 1 of Exhibit B. Irrigation of Area 2 shall be provided during the Maintenance Period as necessary. After completion of Maintenance Period, City may request MCWD to refund all or a portion of capacity charge per rules or policy established by MCWD. Additionally, City shall pay cost of water for irrigation during Maintenance Period.

6. **Completion.** The Improvements required under this Agreement shall be completed by the Developer within _____ months of the date of this Agreement.

7. **Notice and Certification of Completion.** Developer shall advise the City in writing of the completion of the Improvements herein specified and request certification of completion. Upon receipt of Developer's request for certification of completion, City shall promptly inspect the Improvements. If the City determines, upon such inspection, that the Improvements have been satisfactorily completed, the City shall issue a certificate indicating the same (the "Certificate of Completion"). For the purposes of this Agreement, the date of completion shall be the date that the City issues a Certificate of Completion, upon which the Council's conditional acceptance of Hilltop Park will be removed, and the park will be fully accepted. The decision of the City shall be final as to whether any material or workmanship meets the applicable plans, specifications, and standards as set forth herein and in the Landscape Plan.

8. **Maintenance of Improvements.** As set forth in the Approvals, Developer agrees to diligently maintain the Improvements in good condition, health, and repair, and in accordance with the specifications in the Landscape Plan, Exhibit B, and Exhibit C to this Agreement, and any other applicable project Approvals, for two (2) years after the City issues the Certificate of Completion. The Developer or its successor shall employ the standard of care necessary to prevent the Improvements from substantially deteriorating during this time. This requirement is declaratory of Developer's existing obligations under the Approvals, and does not supersede any requirement, condition, or obligation set forth therein.

9. **Nonperformance and Costs.** If, within the time specified in this Agreement and any approved extension, Developer fails to complete the Improvements, to act promptly as required by this Agreement, or to otherwise breach this Agreement, the City shall provide fifteen (15) calendar days written notice to Developer's and Developer's surety, if any, of such failure ("Notice"), proceed to complete the Improvements pursuant to the Landscape Plan including Exhibit B hereto, by contract or otherwise, and Developer, immediately upon demand, shall pay the costs and charges incurred by City for said work, together with a fifteen percent (15%) administrative charge.

In the event of any such Notice, Developer's surety, if any, shall have the duty to take over and complete the work and the required Improvements; provided, however, that if the surety within thirty (30) calendar days after the serving of such Notice upon it does not give the City written notice of its intention to correct the deficiencies or complete the work within sixty (60) calendar days after notice to the City of such election, then the City may take over the work and prosecute the same to completion by contract, or by any other method the City may deem advisable, for the account and at the expense of the Developer, and the Developer's surety shall be liable to City for any excess costs of damages incurred by the City, including reasonable attorney's fees and interest

from the date of notice of such costs until the costs have been satisfied. If the form of improvement security is other than a bond, then the City, after giving notice of breach of the Agreement, may proceed to collect against the improvement security in the manner provided by law and by the terms of any security instrument.

10. **Remedies.** The City may bring legal action to: (1) compel performance of this Agreement; (2) ensure compliance with the Approvals; and (3) recover the costs (including the City's administrative costs) of completing the Improvements pursuant to Paragraph 8. The City may also seek any and all remedies available in law or equity. The Developer agrees that, if legal action is brought by the City, the Developer shall pay all of the costs of suit and reasonable attorneys' fees and all other expenses of litigation as determined by the court having jurisdiction over such suit, if such court rules that the Developer has failed to carry out any of its obligations under this Agreement.

11. **Responsibilities for Damage.** Any damage to the utilities, concrete work, or paving, or to any portion of adjacent properties that is caused by Developer or its employees, agents, or contractors, and that occurs during or from the project construction shall be completely repaired by the Developer to the satisfaction of the City.

12. **Utility Deposits.** Developer shall satisfy the City that it has made the deposits required for utilities to be supplied and connected with the applicable portion of the Project prior to obtaining a certificate of completion.

13. **Permits and Fee-Payments.** As required by the Approvals, and as applicable, Developer shall obtain all necessary permits and licenses for the construction of the Improvements, and shall pay all fees and taxes required by applicable law, including state law and local ordinance.

14. **Superintendence by Developer.** Developer shall have a competent foreman or superintendent with the authority to act for Developer, on the work site, during the course of construction of the Improvements.

15. **Inspections - Payment of Fees.** The City is authorized to enter the Property for inspection purposes at any time. Developer shall at all times maintain the Property so that the City and any agency authorized to make inspections can safely access and inspect all parts of the Property. Developer shall pay to the City the cost of inspecting the Improvements, including the costs of staff time and any consulting services determined to be necessary by the City, consistent with the City's fee schedules.

16. **Estimate of Costs; Security.** The estimated cost of the Improvements to be constructed under this Agreement is \$_____ and is more fully described in **Exhibit D**, attached hereto. Developer shall furnish two good and sufficient bonds, in an amount of 100% of the City Engineer's, or his or her designee's, estimated cost of the Improvements, guaranteeing Developer's performance of this Agreement: (1) a Payment Bond on a form provided by the City; and (2) a Faithful Performance Bond, both of which must be secured from a surety company admitted to do business in California. Each bond shall set forth a time period for performance by the Developer of its obligations and the terms and conditions on which the City may obtain the proceeds of the bond. Alternatively, the Developer may provide a cash deposit in an amount of

100% of the City Engineer's, or his or her designee's, estimated cost of the Improvements to guarantee Developer's performance of this Agreement.

The Faithful Performance Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement, and shall secure payment to City of any loss due to the default of the Developer or its contractors or subcontractors their inability or refusal to perform this Agreement, and to guarantee or warranty the work done pursuant to this Agreement for a period of one year following issuance of Certificate of Completion by City against any defective work or labor done or defective materials furnished, provided that after completion of the Improvements by the Developer, Developer may substitute for the Performance Bond securing the warranty described above with a separate warranty bond issued by an admitted surety in the amount of ten percent (10%) of the total contract price of the Improvements (provided that amount of said bond shall not be less than One Thousand Dollars (\$1,000) to cover the one-year warranty period).

The Payment Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement. The Payment Bond shall secure the payment of those persons or entities to whom the Developer may become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the contractor or subcontractor in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Developer, or its contractor or subcontractors fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any person that has a lien right pursuant to California Civil Code Sections 8520, 8530 and 9100; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed for the Improvements described in this Agreement; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Developer, its contractors and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any person that has a lien right pursuant to Civil Code Sections 8520, 8530 and 9100 so as to give a right of action to those persons or their assigns in any suit brought upon the bond.

Developer shall file with the Recorder's Office of the County of Monterey a notice of completion of the Improvements in accordance with California Civil Code section 3093.

The Developer shall submit the following for both the surety that furnishes the Payment Bond and the surety that furnishes the Faithful Performance Bond: (1) a current printout from California Department of Insurances website (www.insurance.ca.gov) showing that the surety is admitted to do business in the State; or (2) a certificate from the Clerk of the County of Monterey that the surety's certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended or in the event that it has, than renewed authority has been granted.

17. **Erosion Control.** Consistent with the Approvals, Developer shall comply with the City-approved Stormwater Pollution Prevention Plan and Erosion Control Plans for the Project during construction of all Improvements to prevent erosion damage to the Property and to adjacent properties or improvements.

18. **No Waiver by City.** Inspection of the work and/or materials, or approval of work and/or materials inspected, or a statement by an officer, agent, or employee of the City indicating the work complies with this Agreement, or acceptance of all of these acts shall not relieve Developer of its obligation to fulfill this Agreement; nor is the City by these acts prohibited from bringing an action for damages or specific enforcement arising from the Developer's failure to comply with this Agreement. No action or omission by the City shall constitute a waiver of any provision of this Agreement unless expressly provided in writing. No course of dealing between Developer and the City, or any delay on the part of the City in exercising any rights hereunder, shall operate as a waiver of any rights by the City, except to the extent these rights are expressly waived in writing by the City.

19. **Hold Harmless Agreement.** Developer shall hold harmless, defend, and indemnify the City, its officers, employees, and agents from and against any and all damage, injury, and/or death to persons and property, and any and all claims, demands, costs, losses, damages, injuries, or liability, including attorneys' fees, howsoever caused, resulting directly or indirectly from the performance or nonperformance of any and all work done or to be done pursuant to this Agreement. Developer shall not be required to indemnify and hold harmless the City as set forth in this Paragraph for liability attributable to the sole fault of the City, provided such sole fault is determined by agreement between the Parties or the findings of a court of competent jurisdiction.

20. **Developer Not Agent of City.** Neither Developer nor its agents or contractors are agents of the City in connection with the performance of Developer's obligations under this Agreement.

21. **Notice of Breach and Default.** If Developer refuses or fails to prosecute the work required by this Agreement with such diligence as will ensure its completion within the time specified, or fails to complete the work within such time, or if the Developer is adjudged as bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed in the event of Developer's insolvency, or if Developer or Developer's contractors, subcontractors, agents, or employees violate this Agreement, the City may serve written notice upon Developer of breach of this Agreement.

22. **Breach of Agreement - Performance by City.** If the City gives notice of breach of this Agreement, the Developer shall provide written confirmation to the City of its intention to correct the deficiencies or complete the work under this contract within thirty (30) calendar days after the date of such notice of breach. If the Developer does not correct the deficiencies or complete the work within sixty (60) calendar days after the date of the notice of breach, or such additional time as deemed necessary by the Developer and as the City reasonably deems acceptable, the Developer shall be deemed in default, and the City may, but is not required to, take over the work and prosecute the same to completion by contract or other method which the City considers advisable, for the account, and at the expense, of Developer. In this event, the City, without liability for doing so, may take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to Developer as may be on the work site and necessary for completion of the work. The City may withdraw from the security specified in Paragraph 15 of this Agreement to pay the face amount of the obligations for completion of the work, as well as any additional costs and reasonable expenses and fees,

including reasonable attorneys' fees and interest from the date of notice of such costs until the costs have been satisfied, incurred by the City in successfully enforcing the obligations under this Agreement. In the event the cost of completing the work under this contract exceeds the amount contained in the security deposits specified under Paragraph 15, the Developer shall be responsible for any additional costs actually incurred by the City.

23. **Notices.** All notices required shall be in writing and delivered by Registered mail, postage prepaid, or any nationally recognized overnight courier that routinely issues receipts (e.g., FedEx). A party may change its address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address. All notices shall be deemed received three (3) business days after dispatch by United States Postal Service regular mail, or one (1) business day after dispatch by a reputable overnight courier service.

Notices to be given to the City shall be addressed as follows:

City Manager
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

With a cc to:

Shute, Mihaly & Weinberger
396 Hayes Street
San Francisco, CA 94102
Attn: City Attorney, City of Marina

Notices to the Developer shall be addressed as follows:

[PROVIDE ADDRESS]

24. **Change of Developer.** If the Developer voluntarily ceases to have any legal interest in the Property, then a notice to that effect shall be filed with the City. The notice shall include the name and address of the new owner of the Property, submittal of a new security in accordance with Paragraph 15 of this Agreement (at which time the original security will be released), and a certified copy of the recorded deed. Unless a new agreement between the City and any successor owner is entered into, Developer shall provide the City with an assignment and assumption agreement between Developer and the successor owner relating to rights and obligations under this Agreement. Developer shall thereafter have no further obligations to the City under this Agreement except for any liability or obligations arising prior to such transfer.

25. **Heirs, Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties.

26. **Agreement Attaches to the Land - Recordation.** This Agreement pertains to and runs with the Property. This Agreement shall be recorded in the office of the County Recorder at the expense of the Developer and shall constitute notice to all successors and assigns of and to the Property of the obligations set forth herein.

27. **Miscellaneous Terms and Provisions.**

(a) If any provision of this Agreement is adjudged illegal, inoperative, or invalid, the remaining provisions of this Agreement, to the extent practicable, shall continue in full force and affect.

(b) This Agreement contains a full, final and exclusive statement of the Agreement of the Parties regarding the subject matter hereof.

(c) The obligations upon the Developer signing this Agreement terminate upon Certificate of Completion issued in accordance with Paragraph 6, or upon filing of a written assignment and assumption agreement with the County Recorder, and in compliance with Paragraph 22, above.

(d) This Agreement shall be administered, interpreted and enforced under the laws of the State of California and the City of Marina. In case of dispute, venue shall reside in Monterey County, California.

(e) Developer warrants and represents that the person signing on behalf of Developer has the authority to execute this Agreement on behalf of Developer, and has the authority to bind the Developer and the Property to the terms and obligations set forth in this Agreement. Developer agrees that this Agreement, and any instrument or agreement required hereunder, are within the Developer's powers, and have been duly authorized and delivered, and do not conflict with Developer's organizational powers.

(f) Developer agrees that this Agreement is a valid, legal, and binding Agreement, enforceable against Developer in accordance with its terms, and that any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding, and enforceable. Developer agrees that this Agreement does not conflict with any law, agreement, or obligations by which Developer is bound.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the day and year above written.

[SIGNATURE PAGE FOLLOWS]

City of Marina,
a municipal corporation,

By: _____

Layne Long
City Manager

Attest:

City Clerk

Approved as to Form:

City Attorney

Developer,

By: _____

Name: _____

Title: _____

(Signature Must be Notarized)

Exhibit “A”

Description of Property

Exhibit “B”

“Scope of Work”

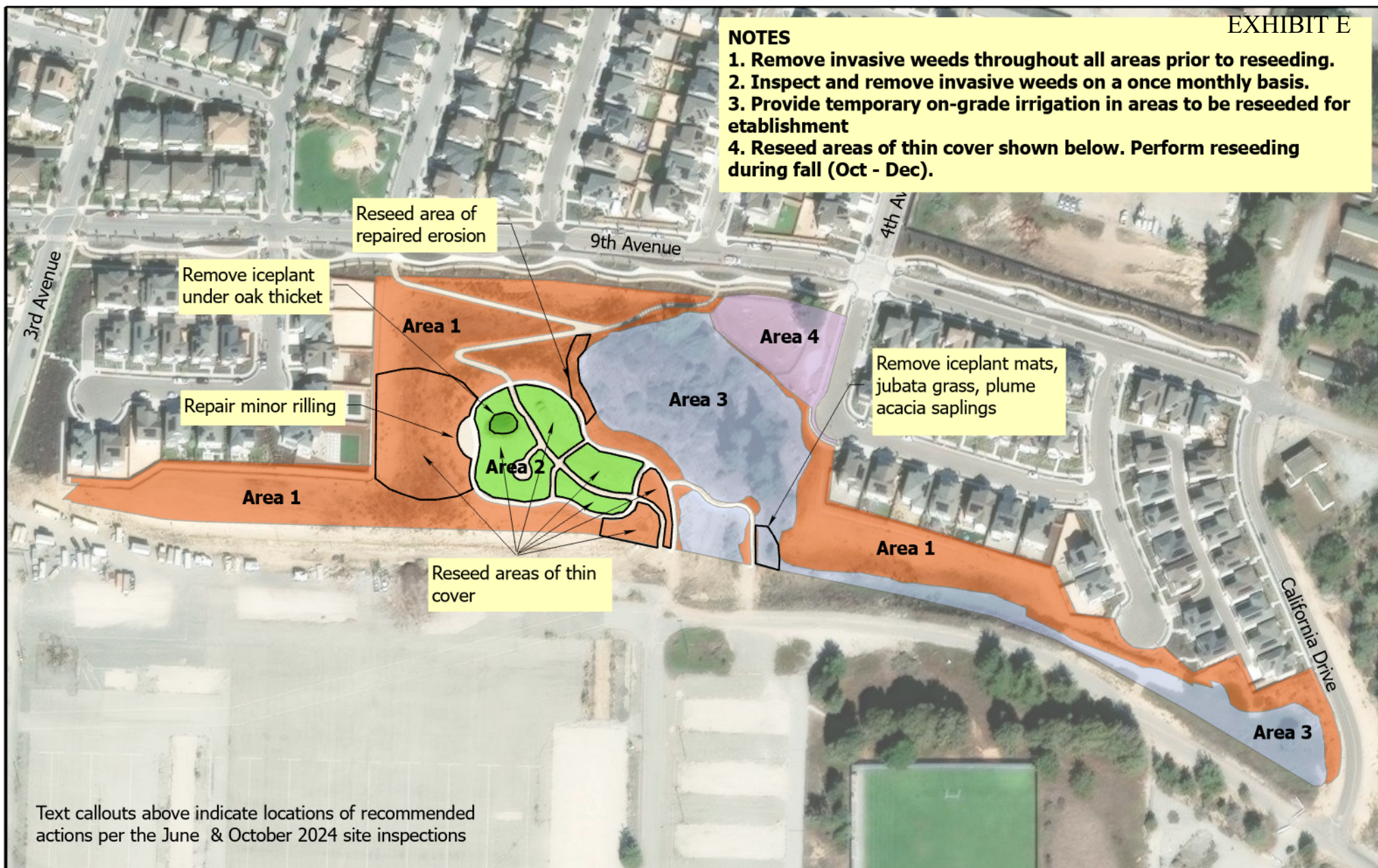
Exhibit “C”
Maintenance Plan

Exhibit “D”
Engineer’s Cost Estimate

1843483.6

NOTES

1. Remove invasive weeds throughout all areas prior to reseeding.
2. Inspect and remove invasive weeds on a once monthly basis.
3. Provide temporary on-grade irrigation in areas to be reseeded for establishment
4. Reseed areas of thin cover shown below. Perform reseeding during fall (Oct - Dec).



Landscape Areas

- Area 1 - Steep Slope Planting (5.75 Ac)
- Area 2 - Bluff Planting (0.75 Ac)
- Area 3 - Existing Habitat Area (3.00 Ac)
- Area 4 - Dog Park (0.50 Ac)

0 100 200 Feet



Landscape Areas

Hilltop Park



Denise Duffy and Associates, Inc.
Planning and Environmental Consulting

Date
10-2024
Scale
1 in = 200 ft

Figure
24

Native Plant Landscape Maintenance Manual

Hilltop Park Dunes Phase 2 East Marina, CA



July 2024

Prepared for:
City of Marina
290 Cypress Avenue
Marina, CA 93933

Prepared By:



Denise Duffy & Associates, Inc.
Contact: John Wandke
947 Cass Street, Suite 5
Monterey, CA 93940

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1 Introduction

This Native Plant Landscape Maintenance Manual (Manual) for Hilltop Park has been prepared for the City of Marina by Denise Duffy & Associates (DD&A). The purpose of this Manual is to provide guidance on appropriate maintenance activities necessary to both promote successful establishment of planted native vegetation and protect existing native habitat within Hilltop Park. Hilltop Park is approximately 10 acres and was created as part of the Dunes Phase 2 East development. The park provides a combination of informal and formal recreational opportunities for the public. These include decomposed granite walking paths that meander throughout the park, informal areas landscaped with native plants, existing protected areas of native habitat, a dog park, restrooms, a picnic area and associated areas of formal landscaping and hardscape features. Installation of the native plant landscaping was completed in winter 2024 and included tree plantings primarily consisting of coast live oak, staking and irrigation at tree planting locations, hydroseeding disturbed areas with a native seed mix, and installation of native coastal scrub species from container stock in select areas, and landscaping the area around the dog park with a combination of native and horticultural plantings per plans and specifications prepared by vanderToolen Associates.

The focus of this Manual is on both short and long-term maintenance of the informal native landscape areas and the existing areas of protected habitat within the park. Maintenance of the built park environment, dog park, and infrastructure is addressed by others. Specifically, this Manual provides recommendations for the following:

- Proper methods for identification and control of priority non-native invasive plant species;
- Management of public access routes for protection of delicate native vegetation;
- Erosion control; and
- Maintenance of plant material, replanting and/or reseeding.

1.1 Management Areas

The portions of Hilltop Park that are relevant to this Manual are shown on **Figure 1**. They consist of the following zones as defined on plans prepared by vanderToolen Associates:

- **Area 1** – “Steep slope” planting areas (5.75 acres) - North and west-facing slopes, sandy soils, hydroseeded with coastal scrub seed mix and planted with occasional coast live oak trees.
- **Area 2** – “Bluff” planting areas (0.75 acre) – Flat hilltop area with existing coast live oak thicket, sandy soils, hydroseeded with coastal scrub seed mix.
- **Area 3** – Existing habitat area (3.00 acres) – North-facing slope with existing maritime chaparral and coastal scrub vegetation in central area, margins planted with coastal scrub species.
- **Area 4** – Dog park planting area (0.50 acre) – Area of formal landscape and hardscape (shown for reference only).



Landscape Areas

- Area 1 - Steep Slope Planting (5.75 Ac)
- Area 2 - Bluff Planting (0.75 Ac)
- Area 3 - Existing Habitat Area (3.00 Ac)
- Area 4 - Dog Park (0.50 Ac)

0 100 200 Feet



Landscape Areas

Hilltop Park



Denise Duffy and Associates, Inc.

Planning and Environmental Consulting

Date

7-2024

Scale

1 in = 200 ft

Figure

3d

2 Maintenance Recommendations

The following sections provide recommendations for maintenance personnel qualifications, invasive non-native plant control, access control, erosion control, plant maintenance, and scheduling.

2.1 Maintenance Personnel Qualifications

The individuals performing long, and short-term maintenance of the native landscape areas must be experienced in the restoration, maintenance and management of native habitats of the Monterey Bay or Central Coast region and/or be directly supervised by a qualified individual. Native landscape maintenance personnel should have a unique skillset that includes but is not limited to the following:

- Working knowledge of California native plants and the ability to identify native plant species found in the vicinity of Hilltop Park, including the species installed during the project and other species that may be found on site. Ability to identify native plant species both in a seedling and mature stage;
- Ability to identify invasive non-native plants species both in a seedling and mature stage.
- Familiarity with invasive non-native plant control techniques;
- Experience working in and around sensitive habitats;
- Familiarity with special status plants known to occur at the site, such as the federally threatened Monterey spineflower (*Chorizanthe pungens* v. *pungens*);
- Familiarity with planting methods and water needs of California native plants found at the site; and
- Other general knowledge of landscape maintenance including irrigation, erosion control techniques, planting methods, fencing, pruning, tree staking.

2.2 Invasive Non-Native Plant Control

Correct identification and properly timed removal of invasive non-native plant species is a key element of both short term and long-term maintenance of the park. **Table 1** summarizes the priority invasive non-native plant species that have been observed by DD&A during 2024 at the park. This list may be updated over time, based on annual site inspections, as many other invasive plant species could potentially colonize the site. These species are considered a priority for removal and control due to their current presence at the site and their known tendency to invade disturbed areas, displace native plant species, impact diversity, affect wildlife habitat, and in some cases, alter soil properties. **Table 1** provides some basic management notes for control of the priority invasive non-native plant species but should not be construed as a complete list of treatment methods.

Invasive non-native plant control should adhere to the following general guidelines and best practices:

- Perform regular inspections to identify the extent and growth stage of invasive non-native plants.
- Plan removal events around the life cycle of each target species so removal occurs prior to seed formation.
- Make an effort to completely remove weeds from the site rather than creating and leaving piles. Iceplant may be left in piles for several months prior to off haul to allow desiccation and reduce weight, as long as the piles are not placed on native vegetation.

- Bag weeds with viable seeds and transport to the municipal landfill.
- Transport weeds without viable seeds from the field to the haul truck/bin using re-usable cans, totes, burlap, or tarps to minimize use of single-use plastic. Always cover and secure loads prior to transport.
- Minimize soil disturbance when possible and plan hauling routes to avoid trampling sensitive species.
- Control invasive non-native plant species using non-chemical control methods first. If herbicides must be used, adhere to the following BMPs for herbicide use:
 - An individual certified by the California Department of Pesticide Regulation (CDPR) shall be contracted to implement invasive species removal via herbicide treatment. Herbicide shall only be applied by persons certified by the CDPR.
 - Individuals applying herbicides shall be knowledgeable of dune plant species and be capable of distinguishing between native plants and the target non-native species. Care shall be exercised to avoid overspray and damage to non-target plants.
 - All reasonable precautions shall be taken to protect the environment and human health and safety. Herbicides shall be applied in an environmentally safe manner. Herbicide use shall be directed narrowly at the target organism to avoid broad impacts on the ecosystem.
 - All conditions of herbicide labels shall be followed.
 - Herbicides shall not be applied during or within 24 hours prior to rain.
 - Drift shall be avoided by not applying herbicides under windy conditions (e.g., >10 miles per hour) and by using ground-based applicators, low tank pressures, and spray nozzles adjusted for larger droplet sizes, or other methods recommended by the licensed individual. Extra caution will be used when winds are between 5 and 10 miles per hour.
 - Herbicides shall not be mixed, loaded, rinsed, or stored near aquatic or other sensitive resources.
 - Herbicides shall not be applied within 100 feet of aquatic resources.

Table 1. Summary of Priority Invasive Non-native Plants

Botanical Name Common Name	Photograph	Growth Form Blooming Period	Cal-IPC Rating Basic Management Notes
<i>Acacia longifolia</i> Sydney golden wattle		Tree June - Aug	Cal-IPC Rating: 'Watch' • Hand pull seedlings or saplings whenever found. • Large individuals may be cut and stump treated with glyphosate or triclopyr.
<i>Brassica</i> sp. <i>Hirschfeldia</i> sp. <i>Sisymbrium</i> sp. Mustard species		Herbaceous annual or biennial April – July to year- round	Cal-IPC Rating: typically 'Moderate' • Hand pull, when found, typically March-August, but possibly any time, prior to seed production. • Do not cut, completely remove taproot.
<i>Bromus diandrus</i> Ripgut brome Other potential invasive annual grasses (<i>Festuca myuros</i> , <i>Avena barbata</i> , <i>Hordeum murinum</i> , <i>Bromus hordeaceus</i> , <i>Bromus madritensis</i>)		Annual grass April - June	Cal-IPC Rating: 'Moderate' • Hand pull between February and April when young or when just beginning to flower but before ripe seed is produced. • Large monotypic infestations can be treated with herbicide when in the seedling stage, prior to flowering.

Botanical Name Common Name	Photograph	Growth Form Blooming Period	Cal-IPC Rating Basic Management Notes
<i>Carpobrotus edulis</i> Hottentot fig, iceplant		Succulent perennial Feb-Oct	Cal-IPC Rating: 'High' • Hand pull year round. A serrated harvest sickle knife can make removal of large mats easier. • Remove all plant parts; remaining plant material can form new adventitious roots. • Large mats can be effectively controlled with a 2% glyphosate solution.
<i>Centaurea melitensis</i> Tocalote		Herbaceous annual April - Aug	Cal-IPC Rating: 'Moderate' • Hand pull in April and May prior to flowering.
<i>Cortaderia jubata</i> Jubata grass		Large perennial grass Sept - Feb	Cal-IPC Rating: 'High' • Hand pull seedlings. • Cut, bag, and remove any seed plumes. • Remove all living plant parts from the site • Treat individuals too large to remove without heavy equipment using glyphosate or fluazifop herbicide in late summer or fall.

Botanical Name Common Name	Photograph	Growth Form Blooming Period	Cal-IPC Rating Basic Management Notes
<i>Paraserianthes lophantha</i> Albizia, stink bean, plume Acacia		Tree May - July	Cal-IPC Rating: 'Watch' Hand pull seedlings or saplings whenever found. Large individuals may be cut and stump treated with glyphosate or triclopyr.

Notes:

Cal-IPC – California Invasive Plant Council (2024)

2.3 Access Controls

Signage

Strategic placement of low-profile metal signage in native landscape areas can help reduce trampling impacts by informing the public that certain areas are closed to foot traffic. **Figure 2** provides a typical example of informative signage. Wording and signage design can be adjusted as desired.

Fencing

Native plant installations are often damaged unknowingly when the public wander off established trails. Impacts from trampling by people and dogs can be reduced through the use of strategically placed fencing and informative signage. An area east of the dog park has already been identified as a location where additional fencing is needed to prevent inadvertent trampling impacts to planted or protected areas of vegetation. Other areas may require fencing if trampling impacts are observed. Fencing can be costly and has aesthetic impacts, so the decision to fence should be based on need. The following should be incorporated into the maintenance routine:

- During the short term, monitor the site for formation of social trails or trampling impacts during each monthly maintenance inspection.
- Consider the use of symbolic metal post and cable, wood post and rope/cable, or sturdier two or three rail split cedar fencing to discourage off-trail use.



Figure 2. Typical Signage Example



Example of wood split rail fencing



Example of metal anchor rod and cable

Figure 3. Examples of Fencing

2.4 Erosion Control

Erosion control is expected to be primarily a short-term maintenance activity as planted vegetation becomes established, begins to spread and stabilize soils. Erosion control may also be required during the long-term maintenance period. The most common erosion features at the park are expected to be minor rill formation from surface runoff caused by moderate or high-intensity rainfall. Formation of larger, gully features is not expected, but if created by an unusual event, would require repairs that are outside the scope of this document. Recommendations for repair of minor erosion is provided below:

- Assess the entire site for erosion features during each maintenance inspection event;
- Identify for treatment areas of minor erosion greater than approximately 100 square feet (sf) in area or areas of erosion that have expanded since the prior maintenance inspection;
- Prior to October 15 of a given year, repair areas of erosion:
 - Identify the point of origin of concentrated surface flow run on;
 - Using hand tools, restore eroded areas to a condition consistent with the original grade, as feasible;
 - Install temporary, biodegradable erosion control materials designed to interrupt the flow of water over the soil surface beginning at the point of run on. Do not use materials made of plastic or containing plastic monofilament netting, which can ensnare wildlife. Biodegradable straw wattles with a burlap casing secured with wooden stakes should be installed along slope contours, keyed into a shallow trench, and staked every four feet to prevent water from flowing beneath the wattle.
 - If mulching is performed for erosion control, use clean rice straw. Do not use bedding straw or hay.
 - Reseed and/or plant disturbed areas after erosion control installation is completed.

2.5 Plant Maintenance

Native plant landscape areas typically do not require the same level of plant maintenance as formal landscaping. Native plants in these types of applications are usually left to grow, flower, and set seed naturally without pruning. However, some plant maintenance is expected, as recommended below:

- Remove dead woody plants/branches as needed;
- Trim vegetation that is encroaching on trails during fall;
- Inspect and maintain tree staking so trees remain upright;
- Install wire browse protection cages if damaging herbivory is observed;
- Repair water retention basins around container plantings as needed; and
- Perform replacement/supplemental planting as desired in early winter months.

2.6 Scheduling

A suggested schedule for short-term (1 – 3 years) and long-term (4 – 10 years) maintenance activities is provided below. Although some level of maintenance may be needed indefinitely, the long-term maintenance period is set at 10 years, at which time the frequency and need for maintenance can be reassessed.

Activity Description	Short Term												Long Term											
	YEAR 1 - 3												YEAR 4 - 10											
Month	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Quarter	Q1			Q2			Q3			Q4			Q1			Q2			Q3			Q4		
Invasive Non-native Plant Control																								
Weed control (general)																								
Weed control by species																								
Acacia sp.																								
Mustard sp.																								
Annual grass sp.																								
Iceplant sp.																								
Tocalote																								
Jubata grass																								
Access Controls - Fencing																								
Inspect for trampling impacts, social trails																								
Erosion Control																								
Inspect for erosion																								
Perform repairs																								
Re-seeding																								
Plant Maintenance																								
Inspect container plantings, trees, staking - repair as needed																								
Replanting																								

Figure 4. Suggested Maintenance Schedule

3 References

Cal-IPC. 2024. California invasive plant inventory. California Invasive Plant Council: Berkeley, California. Available at: <https://www.cal-ipc.org/plants/inventory/>

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 19, 2024

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-, APPROVING PURCHASE OF A CITIZEN RELATIONSHIP MANAGEMENT (CRM) SOFTWARE FROM CIVICPLUS; APPROVING THE PURCHASE OF AN ASSET MANAGEMENT/MAINTENANCE WORK ORDER SOFTWARE SYSTEM FROM CITYWORKS, WITH IMPLEMENTATION SERVICES THROUGH CENTRICITY; WAIVE THE CITY'S FORMAL BID PROCESS, WITHOUT COMPETITIVE BIDDING, FINDING THAT COMPETITIVE BIDDING WOULD BE UNAVAILABLE, WOULD NOT PRODUCE AN ADVANTAGE AND WOULD NOT BE IN THE PUBLIC INTEREST; AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES; AND AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE AGREEMENTS SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2024- _:

1. Approving the purchase of a cloud-based public works citizen relationship management (CRM) software platform from CivicPlus, in the amount of \$22,541, with an automatic renewal in the second year for \$37,684, and an option to renew for one (1) additional year at \$39,568, for a total three-year cost of \$99,793, and;
2. Approving the purchase of an asset management/work order software system from Cityworks, with implementation services provided through Centricity in the first-year combined amount of \$58,200, with an option to renew for two (2) additional years at an average amount of \$22,800, for a total three-year cost of \$103,800, and;
3. Authorize the Finance Director to make necessary accounting and budgetary entries, and;
4. Authorize the City Manager to negotiate and execute the aforementioned agreements subject to final review by the City Attorney.

BACKGROUND:

As part of the Fiscal Year 2023-24 and 2024-25 Budget, Council established a list of priorities. One of the highest-ranking priorities included the implementation of a customer service request software for city streets and repairs. Currently, the Public Works Department does not have an asset management/work order system that allows for maintenance planning, initiating work orders, or tracking maintenance efforts against specific assets or sites. These requests are taken by phone, through email, or identified by staff and assigned to members of the maintenance crew. The City also does not have an automated solution that allows a community member to report a potential street hazard, a repair at a City parks or facility; or similar concern, and monitor the status of the request. The acquisition of a public works asset management/work order system that interfaces with citizen relationship management (CRM) software is projected to provide the following benefits:

- Increases responsiveness to residents by providing a seamless solution for residents to report non-emergency concerns and receive updates on their progress.
- Establishes a system to record preventive maintenance schedules and notify staff of upcoming maintenance or equipment replacement requirements.
- Expands productivity by allowing a supervisor or administrative staff to assign work orders in real-time and providing field crews with the option of updating the work order status through a mobile app.
- Provides a database to retain maintain these records, monitor performance, and produce associated management reports.

It also anticipated that the acquisition of the software packages is also complimentary to various Council goals that relate to facility and park maintenance plans, as well as general technology initiatives.

The City appropriated \$80,000 in the Fiscal Year 2023-24 and 2024-25 City-Wide Capital Improvement Fund to support these efforts. A process was initiated to evaluate software packages, with the goal of recommending the purchase of a system that would support the City's needs. An overview of that process, along with the recommended software packages is included in the Analysis section of this report. Staff will also provide a brief overview at the City Council Meeting.

ANALYSIS:

City staff invited five companies to showcase their software and provide a proposal for their asset management/maintenance work order systems. During the software demo, each company presented information on the following key aspects: functionality, performance, user-friendliness, service request reporting, Geographic Information System (GIS) integration, Global Positioning Satellite (GPS) capabilities, dashboards, and reporting features. The software package would also need to have the capability to allow field crews to receive assigned service requests and log maintenance efforts through the use of mobile cellphone app. Staff rated the different packages based on these key aspects, pricing, and reference checks from Cities that were currently using the software. Based on the evaluation process, Cityworks was selected as the recommended software package. Cityworks partners with Centricity GIS, LLC for implementation services. A copy of the proposal and an informational brochure on the Cityworks software is provided in **EXHIBIT A AND B**.

This same process was applied to selection of a CRM software. Three vendors were invited to provide a demonstration of software packages that would seamlessly integrate with the asset management system/maintenance work order system. The software package would need to offer an online portal for residents to submit requests, as well as a customizable mobile app to allow both residents and staff to report any issues at the site or from an alternate location; and receive updates on the progress of the reported items. In addition, this platform would also need to be able to apply this same functionality to non-emergency service requests for other departments. Based on this evaluation process, staff found SeeClickFix to best meet the City's needs. This software package was also presented to a Council subcommittee consisting of Mayor Delgado and Council Member McCarthy; the Executive Team, and the City's information technology representative. A copy of the proposal and informational brochure is included in **EXHIBITS C AND D**.

The costs associated with both packages are listed below:

	First Year	Second Year	Third Year	Total
Cityworks/Centricity				
Implementation Costs	\$39,000	-	-	\$39,000
Cityworks Licensing	19,200	21,600	24,000	64,800
SeeClickFix (CivicPlus) ⁽¹⁾				
Implementation Costs	22,541	-	-	22,541
Licensing	-	37,684	39,568	77,252
Total Costs	\$80,741	\$59,284	\$63,568	\$203,593

(1) Second and third-year licensing costs based on 5% annual increase in Years 2 and 3.

The estimated timeline for implementing both packages is approximately six months. Once the software is launched, information on how the public can download the app or use the portal will be presented at a Council Meeting and published on the website.

Section 3.16.040 of the City's Municipal Code requires a formal bidding process for purchases of supplies or equipment that are \$25,000 or more, however it also includes the following exception: Bidding procedures shall be dispensed with when the City Council finds by resolution that competitive bidding would be unavailing, would not produce an advantage and would not be in the public interest. Due to the complexity and variations in software products, the City did not develop formal specifications or advertised, as outlined in the bid process. Staff, however, did request competitive proposals from industry-recognized software vendors and conducted a formal evaluation process. Based on the competitive process that was undertaken, staff is requesting that Council waive the bid process in accordance with the exceptions identified in Section 3.16.040 of the Municipal Code.

The purchase of these software packages will require agreements with Cityworks and Centricity for the implementation and licensing of the Cityworks software; and CivicPlus for SeeClickFix. The City Attorney is currently reviewing the different vendor agreements. Staff is recommending that Council authorize the City Manager to sign the agreements based on the final review and approval of the City Attorney.

FISCAL IMPACT:

The combined first year costs for the implementation and licensing of both software packages are \$80,741. The Fiscal Year 2024-25 Adopted Capital Improvement Fund budget includes an \$80,000 appropriation for this project. Staff is recommending that the additional \$741 comes from project savings that are retained in the unallocated CIP fund balance.

The average annual costs for the remaining two-year contract years for Cityworks are \$22,800, while the average annual costs associated with SeeClickFix are \$38,626. The combined average for each of the two additional years is estimated to be approximately \$61,426.

At the Mid-Cycle Budget Presentation, it was estimated that there would be approximately \$1 million in revenues to support new on-going expenditures. If this item is approved this evening, along with the requests for two additional firefighters; and the Police Body-Worn and Vehicle Camera Project, the revised estimated on-going operating surplus is projected to be \$485,000.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Tori Hannah
Director of Finance
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARIN APPROVING PURCHASE OF A CITIZEN RELATIONSHIP MANAGEMENT (CRM) SOFTWARE FROM CIVICPLUS; APPROVING THE PURCHASE OF AN ASSET MANAGEMENT/MAINTENANCE WORK ORDER SOFTWARE SYSTEM FROM CITYWORKS, WITH IMPLEMENTATION SERVICES THROUGH CENTRICITY; WAIVE THE CITY'S FORMAL BID PROCESS, WITHOUT COMPETITIVE BIDDING, FINDING THAT COMPETITIVE BIDDING WOULD BE UNAVAILING, WOULD NOT PRODUCE AN ADVANTAGE AND WOULD NOT BE IN THE PUBLIC INTEREST; AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES; AND AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE AGREEMENTS SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, the Public Works Department does not have an asset management/maintenance work order system that allows for the implementation and monitoring of maintenance plans; or an automated system to track and assign work orders, and a database to track repair history on specific assets and sites, and;

WHEREAS, the City does not have a Citizen Relationship Management (CRM) software system that allows for residents and visitors to conveniently report maintenance or other concerns, and receive status updates regarding their requests, and;

WHEREAS, Cityworks provides the necessary technology, reporting, and records management functionality to manage the City's maintenance and asset management needs; SeeClickFix provides a method for residents and visitors to initiate non-emergency service requests and receive status updates; and the two cloud-based software systems, Cityworks and SeeClickFix, integrate to provide a seamless solution, and;

WHEREAS, the addition of the Cityworks and SeeClickFix software packages reflect the City Council goals and increases responsiveness to the community by City staff and provides for stronger asset management, and;

WHEREAS, Municipal Code section 3.16.040 provides an exception to the requirement for competitive bidding when the City Council finds by resolution that competitive bidding would be unavailing, would not produce an advantage and would not be in the public interest.

WHEREAS, due to the complexity and variations in software products, the City did not develop formal specifications or advertised, as outlined in the bid process; staff, however, did request competitive proposals from industry-recognized software vendors and conducted a formal evaluation process. Based on the competitive process that was undertaken, staff is requesting that Council waive the bid process in accordance with the exceptions identified in Section 3.16.040 of the Municipal Code.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby incorporate the recitals set forth herein, and:

1. Approve the purchase of SeeClickFix, a cloud-based citizen relationship management (CRM) software platform from CivicPlus, in the amount of \$22,541, with an automatic renewal in the second year for \$37,684, and an option to renew for one (1) additional year at \$39,568, for a total three-year cost not to exceed \$99,793 and;

2. Approve the purchase of an asset management/work order software system from Cityworks, with implementation services provided through Centricity in the first-year combined amount of \$58,200, with an option to renew for two (2) additional years of software licensing costs at an average of \$22,800, for a total three-year cost not to exceed \$103,800.
3. Approves waiving the City's formal bid process; finding that competitive bidding would be unavailing, would not produce an advantage and would not be in the public interest, and;
4. Authorizes Finance Director to make necessary accounting and budgetary entries, and;
5. Authorize City Manager to negotiate and execute the purchase agreement on behalf of City subject to final review by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th of November 2024 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

A low-angle, upward-looking photograph of several modern skyscrapers with glass facades, creating a sense of height and urban density. The image is in grayscale and serves as the background for the central text.

PROPOSAL

Cityworks AMS Implementation Services

Prepared for:
City of Marina
November 8, 2024

CONTACT:

Brandon Wright
801-376-8160
bwright@centricitygis.com

Centricity GIS
10659 N Sahalee St
Cedar Hills, UT 84062

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About Centricity GIS

Introduction

Centricity GIS, LLC is a GIS Consulting company offering implementation, data, and application development services. Our founder, Brandon Wright, has 20 years of experience in GIS, Asset Management, and systems integration. All of our technical staff have at least 7 years of expertise in their discipline.

In addition to providing services for specific projects, we are also able to augment an agency's staff by providing resources such as programmers, analysts, and technicians on site.

Centricity GIS is a Cityworks Business Partner specializing in CMMS and GIS services for public agencies such as Cities, Counties, and Water Agencies. As a partner, we specialize in the implementation of Cityworks and ESRI technologies. From out of the box using Esri's ArcGIS for Local Government solutions to custom PLL implementations, we can help agencies realize their return on investment as quickly as possible.

We are located in Cedar Hills, Utah, about 30 minutes from Cityworks headquarters.



Experience.

Centricity GIS is a full-service, multidisciplinary asset management and permitting system consulting firm. We provide consulting services to municipal governments and private and public utilities.

Our project team will use tried and true implementation strategies that focus on your business processes and workflows, system requirements and training.

Centricity GIS has performed over 50 unique Cityworks implementations over nearly 20 years in the Asset Management and Permitting Industry. The flexibility and power of the Cityworks platform correlates with our extensive knowledge in system design and implementation.

Our business process knowledge in permitting allows us to be efficient and effective during all of the phases of implementation.

Centricity GIS has in house developers that focus on core Cityworks integrations and development tools. We have a history of integrating with Cityworks for many types of systems including:

- Customer Account Information
- Financial Systems
- Utility Billing
- SCADA
- AVL
- Citizen Reporting

Cover Pages/Executive Summary

November 8, 2024

Subject: Cityworks AMS Implementation Services

City of Marina:

This proposal is for providing implementation services for the Cityworks AMS solution for City of Marina. The Cityworks solution is wholly unique because it is the only system that completely leverages your GIS data throughout your work process. This includes consuming member partners GIS Services without replicating the GIS data. In other words, we will use your map data as the system of record, rather than try to sync your GIS records with your asset management database. This GIS and AMS data continuity problem (connecting to multiple instances of members ArcGIS Online systems) will be eliminated entirely with the Cityworks platform

Using your GIS as the asset system of record unlocks all of the Esri platform functionality, including analytics, mobile apps, website publishing, and keeps your GIS records clean and up to date for interdepartmental use across the enterprise as well as for your customers if the City chooses to do so.

Centricity GIS and Cityworks understands the goals of the City as shown below with a brief description of how we will achieve your goals.

This proposal includes the following services:

- AMS (Asset Management) Implementation for the City of Marina

We are very excited about this opportunity. Please let me know if you have any questions or concerns regarding this proposal.

Sincerely,



Brandon Wright
Founder | President

Cityworks AMS Implementation

A. Introduction

This scope of work identifies the tasks required for the successful implementation of Cityworks AMS system. Centricity GIS understands that the following requirements have been identified by the City, and will be included in implementation:

- Workflow Review Meetings (Onsite)
- Initial Cityworks AMS Database Configuration for **Parks, Streets/Sidewalks, Storm drain, Detention Facilities, Signs.**
 - Service Requests, Work Orders, Inspections Setup
 - Employees, Materials & Equipment
 - GIS Support
- Review of Configured Database (Remote)
- Admin User Training (Onsite)
- End User Training (Onsite)
- Rollout Support (Onsite)
- Ad-Hoc Support

The following tasks are included in this scope of work:

Task 1: Workflow Review Meeting (Remote - 1 Day)

Meet with City staff to review workflows that will be created and configured in the Cityworks AMS Application

Tasks:

1. Meet with City staff to review and understand the City workflows for Cityworks AMS for:
Parks, Streets/Sidewalks, Storm drain, Detention Facilities, Signs
2. Get documentation from City that will provide the basis for the AMS configuration.
 - a. Print Documents
 - b. Reports
 - c. Diagrams, Etc.

Deliverable Milestones:

- a. Meeting Notes

Task 2: Initial Cityworks Database Configuration

Configuration of Cityworks system and database.

Tasks:

1. Cityworks Database Configuration for:
 - a. Parks
 - b. Streets/Sidewalks
 - c. Storm Drain
 - d. Detention Facilities
 - e. Signs
2. Workflows
 - a. Service Requests
 - b. Work Orders
 - c. Inspections
 - d. Employees, Material, Equipment
 - e. Tasks
3. Reports
4. GIS Integration
5. Field Module Setup

Deliverable Milestones:

- a. Configured Database

Task 3: Review of configured database (Remote)

Meet with City staff to review workflows and Cityworks setup that has been configured.

Tasks:

1. Database Review
2. Workflow changes and configuration changes as needed

Deliverable Milestones:

- a. Meeting Notes
- b. Configuration changes

Task 4: Admin Training (Onsite – 1 Days)

Centricity GIS will provide onsite training for the primary, or "Administrator" users of Cityworks. The City will provide the training facility and computers necessary for staff use.

Following the training of Administrator users, Centricity GIS will conduct a "Train-the-Trainer" style session with key department staff. The purpose of this training is to provide knowledge and steps necessary to train all other field personnel who will use the system.

Training will occur over 1 day

Deliverable Milestones:

- a. Admin and User Training completed
- b. Copy of training material used in training session delivered in digital format (PDF)
- c. Go-live

Task 5: End User Training (onsite – 2 Days)

Centricity GIS will provide onsite training for the primary, or "Administrator" users of Cityworks. The City will provide the training facility and computers necessary for staff use.

Following the training of end users, Centricity GIS will conduct a "Train-the-Trainer" style session with key department staff. The purpose of this training is to provide knowledge and steps necessary to train all other field personnel who will use the system.

Training will occur over 2 days

Deliverable Milestones:

- a. Admin and User Training completed
- b. Copy of training material used in training session delivered in digital format (PDF)
- c. Go-live

Task 6: Rollout Support (onsite – 1 Day)

After the configuration, installation and training phases have concluded, we will provide Onsite rollout support.

1. Determine with department manager/champion what data/inboxes need to be displayed.
2. Build Dashboards – Build end user and management inboxes/dashboards
3. Cityworks Reconfiguration that needs completed based on Work Flow Meetings and Admin training.
4. Configuration of Mobile Apps.

Will occur over 1 days

Deliverable Milestones:

- a. Onsite Rollout Support

Task 7: Ad-Hoc Support

After the configuration, installation and training phases have concluded, we will provide troubleshooting and support services. Used as needed up to 40 hours.

1. Determine with department manager/champion what data/inboxes need to be displayed.
2. Build Additional Inboxes/Dashboards – Build end user and management inboxes
3. Cityworks Reconfiguration that needs completed based on Work Flow Meetings and Admin training.
4. Additional configuration of Mobile Apps (if applicable licenses from Cityworks apply)

Deliverable Milestones:

- a. Support as needed at negotiated rate
- b. Billed Time and Material as used

Firm Description & Project Organization

Centricity GIS, LLC is a multi-service organization providing specialized services in Field Asset Surveying, Geographic Information Systems (GIS) and application software services. CENTRICITY GIS provides professional services including consulting, training, staffing and technical support.

We continue to set the standard for high quality GIS Centric and Cityworks implementation projects, especially in utility industry for Water, Sewer, Storm, Gas and Electric backed by staff with a wide range of industry and technical experience having over 20 years of experience in GIS and 25 years in Cityworks implementation.

CENTRICITY GIS is a Dun & Bradstreet verified business

Partners:

- Cityworks Business Partner Network
- ESRI Silver Partner



Management

Mr. Brandon Wright, founder of Centricity GIS, LLC, graduated with a B.S. degree in Business Information Systems from the University of Colorado, USA. He has over 20 years of professional experience in Cityworks and GIS within the Asset Management industry and has successfully completed over 50 Cityworks related projects. Most of his project experience is in implementing Cityworks systems with government agencies throughout United States. His core competency is in implementing Cityworks Asset Management solutions for government agencies (Water, Wastewater, Parks & Rec, etc).

Mr. Wright manages the strategic planning, business development and company operations for CENTRICITY GIS. He also serves as client liaison officer on all the projects by overseeing scope, schedule, budget and time frame.

Specialties: Asset Management, Data Conversion, and Project Implementation.

Software Skills

GIS Software: ArcGIS Desktop, ArcGIS Online, ArcGIS Server, ArcGIS Pro

Asset Management Software: Cityworks PLL and AMS

Databases: Access, SQL Server, Oracle, Geodatabase

Reporting Tools: Crystal Reports, SQL Server Reporting Services

Qualifications and Past Performance

The following table shows the combined project experience of our team.

- Centricity GIS Reference Sites

Client	Implementation	Support	PLL	AMS	Reporting	Integrations
Moses Lake, WA	✓	✓	✓	✓	✓	✓
West Valley City, UT	✓	✓	✓	✓	✓	✓
Park City, UT	✓	✓		✓	✓	
Herriman, UT	✓	✓	✓	✓	✓	✓
Saratoga Springs, UT	✓	✓	✓	✓	✓	
Rancho Palos Verdes, CA	✓	✓		✓	✓	
Las Gallinas Valley Sanitary District, CA		✓		✓		
Redlands, CA	✓	✓	✓	✓	✓	✓
Cook County, IL	✓	✓	✓	✓	✓	
DDOT, Washington, DC	✓	✓		✓	✓	
Apex, NC	✓	✓		✓	✓	
Houston, TX	✓	✓		✓	✓	
Ruidoso, NM	✓	✓		✓	✓	

EDUCATION

Bachelor of Science
Degree, Business
Information Systems,
University of Colorado



Brandon Wright

Founder/Project Oversight

Mr. Wright has over 18 years of experience providing Asset Management and GIS services to public agencies. Mr. Wright has been responsible for directing asset management projects and addressing logistical and technical concerns. Prior to working at Centricity GIS, Mr. Wright worked Cityworks for 10 years.

Services include database development/administration and maintenance, map creation, needs assessment, implementation and integration. Integration services include integrating GIS databases (SQL Server or Oracle) with other systems such as Asset Management Systems, Customer Billing, Document Management and Work Orders. He also provides system training, and general IT consulting services.

Summary of Skills

- Expertise using ESRI's ArcGIS software products, ArcGIS Desktop 10.x, ArcGIS Server, ArcGIS Online
- Experience in administration of Cityworks AMS & PLL
- Cityworks PLL Administration Training
- Expertise in Mapping, GIS Data Modeling, Systems Integration, Needs Assessments
- Over 18 years of Project Management experience
- Database experience with SQL Server, Oracle, and Microsoft Access

Representative Projects

- Moses Lake, Washington, Cityworks and PLL Implementation
- Rancho Palos Verdes, Cityworks Implementation
- Vista Irrigation District, Cityworks Implementation
- San Mateo, Cityworks Implementation
- Cook County, IL, Cityworks and PLL Implementation
- Saratoga Spring, UT, Cityworks and PLL Implementation
- Houston, TX, Cityworks Implementation/Expansion
- DDOT (Washington, D.C.), Cityworks Implementation/Expansion
- Columbia, SC, Cityworks Implementation/Expansion
- Lafayette, LA, Cityworks Implementation
- El Paso, TX, Cityworks Implementation/Expansion
- Apex, NC, Cityworks Implementation

Fee/Cost Proposal

Cityworks AMS Implementation Costs

Task	Description	Total Cost
1	Workflow Review Meetings (Remote)	\$ 1,000
	Workflow Meetings Meeting Notes	
2	Initial Cityworks Database Configuration	\$ 25,000
	All groups as outlines in details section	
3	Database Review (Remote)	\$ 1,000
	Meeting Notes and Action Items	
4	Admin User Training (1 Day Onsite)	\$ 3,000
	Onsite Administrator Training for City Admins	
5	End User Training (2 Days Onsite)	\$ 6,000
	Onsite End User Training for City Users	
6	Rollout Support (1 Days Onsite)	\$ 3,000
	Onsite Support for End Users when system goes live	
7	Ad-Hoc Support (up to 40 hours)	\$ Included
	Continued Support of Cityworks Application, Reports, etc.	
	<u>Training and Onsite Visits (Core Implementation)</u>	<u>\$ 39,000</u>

Total Software Costs

Software Costs	Year 1	Year 2	Year 3 (and Beyond)
Cityworks Elite License	\$ 19,200	\$ 21,600	\$ 24,000
<u>Total Yearly</u>	\$ 19,200	\$ 21,600	\$ 24,000

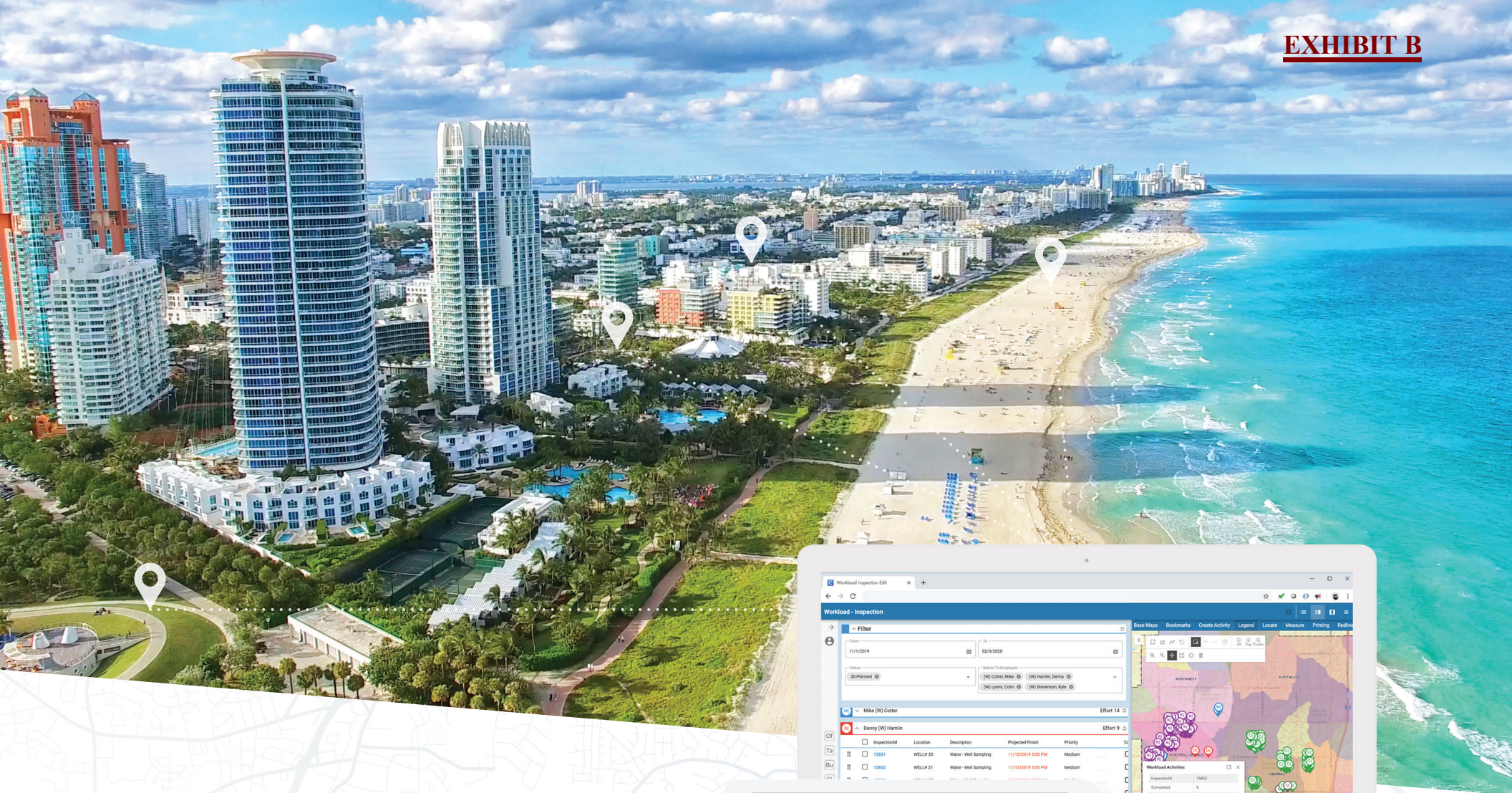
Total Year One Costs

Software Costs	Year 1
Cityworks Elite License	\$ 19,200
Centricity Implementation Cost	\$ 39,000
<u>Total Yearly</u>	\$ 58,200

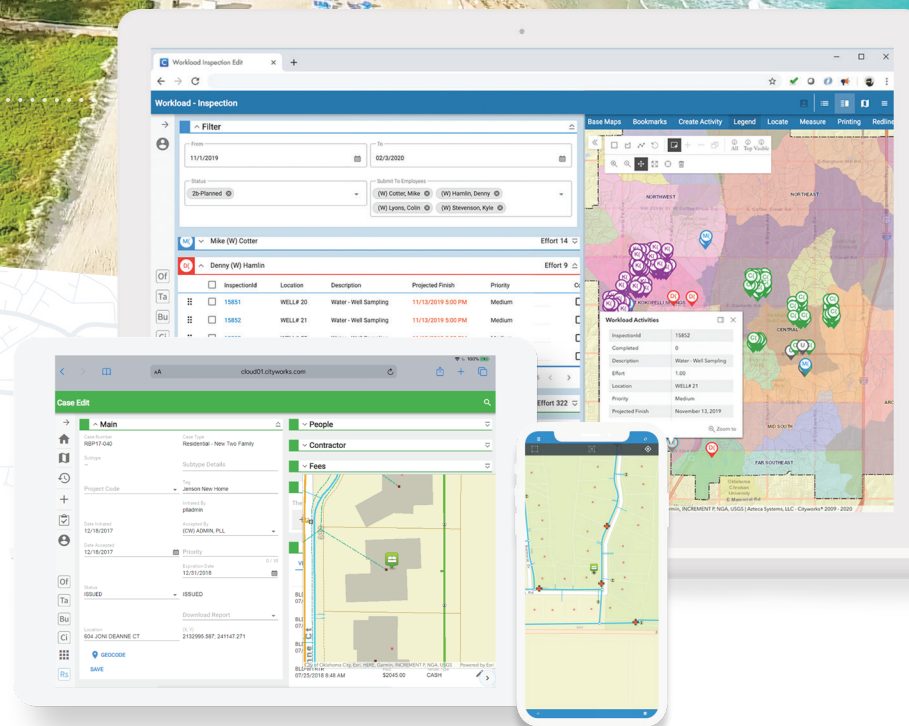
Tentative/Potential Cityworks Implementation Schedule

Task Description	Assigned To	Status	Est. Start	Est. End
1. Workflow Review Meetings	Centricity/City of Marina	Pending	12/15/24	12/17/24
2. Initial Cityworks Database Configuration	Centricity	Pending	12/17/24	3/15/25
3. Database Review	Centricity/City of Marina	Pending	3/25/25	4/1/25
4. Conduct Admin Training	Centricity	Pending	4/15/25	4/16/25
5. Conduct End User Training	Centricity	Pending	4/21/25	4/23/25
6. Cityworks Roll Out Support	Centricity	Pending	4/24/25	4/25/25
7. Ad-Hoc Support	Centricity	Pending	4/28/25	Ongoing
8. Centricity Locates (DigAlert) Configuration	Centricity	Pending	3/15/25	4/1/25

*This schedule is preliminary and subject to change, and shall not be construed as a binding commitment or obligation on our part.



GIS-centric public asset management and community development solutions.



CITYWORKS

PROVIDING CRITICAL INSIGHTS
TO KEEP YOUR COMMUNITY
MOVING FORWARD

GEOGRAPHIC INFORMATION SYSTEMS (GIS) changed the way we understand the world around us. Intuitive modeling tools provide public agencies the ability to view, manage, and manipulate the assets they care for: infrastructure, facilities, property, and permits. Recognizing the powerful capabilities of GIS and the inherent value of the Esri® ArcGIS® geodatabase as the authoritative system of record for local government assets, Cityworks® introduced a new and innovative approach to asset management and community development.

The Cityworks web GIS-centric platform combines ArcGIS solutions with powerful work management, field mobility, operational performance, and data analytics tools. Our solutions empower GIS intelligence to help you build a more resilient, sustainable, and safe community.

THE GIS-CENTRIC PLATFORM

- 📍 **Leverages your investment in GIS** without redundancy, data synchronization, or special integration.
- 📍 Uses the ArcGIS geodatabase as the authoritative system of record for **all asset classes**—linear, dispersed, and condensed.
- 📍 Supports your **entire organization workflow**: from data collection and work management to public engagement and strategic planning.
- 📍 Uses ArcGIS tools for simple and **effective location intelligence**, supported by web maps and single sign-on access to Esri apps and analytics solutions.

WHY CHOOSE CITYWORKS?



GIS-Centric

Built exclusively on Esri® ArcGIS®, Cityworks uses your geodatabase as the authoritative data source for all asset, land, and permit information—providing a total solution to improve your agency's operational effectiveness.



Open Architecture

Cityworks is built on open standards, giving you complete access to your data in an open architecture that easily integrates with existing business systems.



Flexible

Easily create templates to manage common asset management activities. Or, think outside the box and modify them for virtually any business process where workflow, tracking, and GIS are needed.



Mobile

Empower your field crew to interact directly with GIS assets by collecting information, reporting observations, uploading pictures, completing outstanding tasks, and using visual map tools to streamline workflows.



Public Engagement

Cityworks data and ArcGIS tools empower your customers to provide input, remain informed, and monitor progress online.



Location Intelligence

GIS maps offer a superior platform for interpreting data and supporting location intelligence. Cityworks and ArcGIS help local governments and utilities do more with less when managing capital infrastructure and regulations.

A SOLUTION FOR EVERY ASSET

No matter how complicated your process or infrastructure, we have a solution to meet your needs.

- Airports
- Buildings
- Electric & Gas
- Facilities
- Fleet
- Inspections
- Licensing
- Parks & Recreation
- Permits
- Public Works
- Reporting
- Streets
- Stormwater
- Transportation
- Urban Forestry
- Water
- Wastewater
- Vegetation Management
- And More



CITYWORKS PRODUCTS

Our platform includes two core GIS-centric solutions:

- **Cityworks AMS**, our asset management system
- **Cityworks PLL**, for permits, licensing, and land

These solutions support critical business workflows at every level of your organization and across multiple departments. Choose one platform to support your workflows, or use them together to track infrastructure from new developments to care and maintenance.

Deployment Options

Cityworks can be set up on-premises or as a managed deployment of software as a service (SaaS) with Cityworks Online hosted in a cloud environment. Benefits of Cityworks Online include:

- Secure access from any location
- Easy to adapt and scale
- Increased cross-department collaboration
- Reduced IT overhead and administrative burden

Data Storage Plus

This optional service provides all the benefits of Cityworks Online with the additional functionality of a sandbox environment and a replica reporting database. The sandbox environment provides a secure location where administrators can test custom configurations and become familiar with updates before they are pushed to production. The replica reporting database provides real-time, read-only access to the production data for reporting tools such as ArcGIS Insights, Crystal Reports, SQL Reporting Service, Microsoft Power BI, and more.

CITYWORKS ADD-ONS

Cityworks AMS and PLL can each be configured in Admin and expanded with optional software applications. These specialized software apps support unique end user experiences that can be customized to your needs with Cityworks Style.

- **Respond**
- **Mobile App (for iOS/Android)**
- **Operational Insights**
- **OpX**
- **Pavement Management**
- **Performance Budgeting**
- **Public Access**
- **Storeroom**
- **Workload**
- **Analytics**
- **APIs**
- **IoT Solutions**



CITYWORKS AMS
MANAGE YOUR WORK. ANYWHERE. ANYTIME.

For more than 20 years, Cityworks has been the leading GIS-centric solution for public asset management. Cityworks AMS is designed to help organizations manage public assets and their associated data, work activities, and business processes. We are committed to helping cities and utilities build resilient, safe, and sustainable communities.

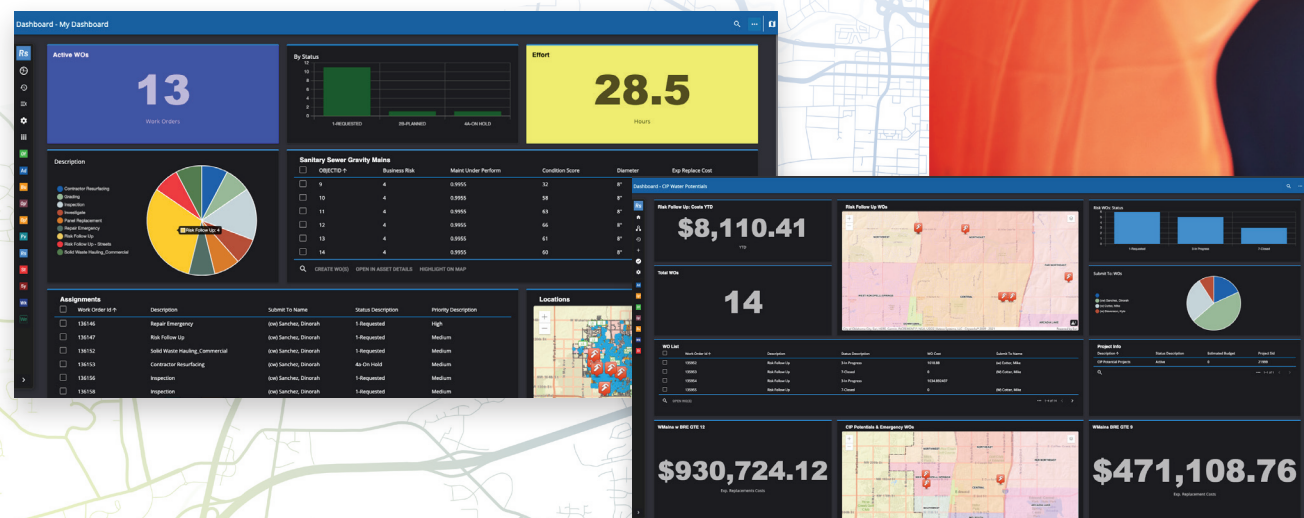
Give staff the power of GIS and automation. Cityworks AMS is built exclusively on ArcGIS, giving both office staff and field crews access to real-time data and simplified workflows.

Streamline operations. Configure templates and inboxes to help manage work, track costs, and improve operations. Complete work anywhere and on any device.

Improve collaboration. Share asset data and streamline communication among employees, across departments, and with your customers.

Identify and evaluate risk. Cityworks and ArcGIS can help you identify your riskiest assets and put the right plan in place to improve them.

Make insightful decisions. Use dashboards, analytics, and maps to visualize data, understand resources, and report more accurately.



CITYWORKS PLL

GOODBYE, PAPERWORK. HELLO, EFFICIENCY.

Designed to simplify applications for customers and streamline workflows for staff, Cityworks PLL helps local governments and utilities deliver better service to their communities.

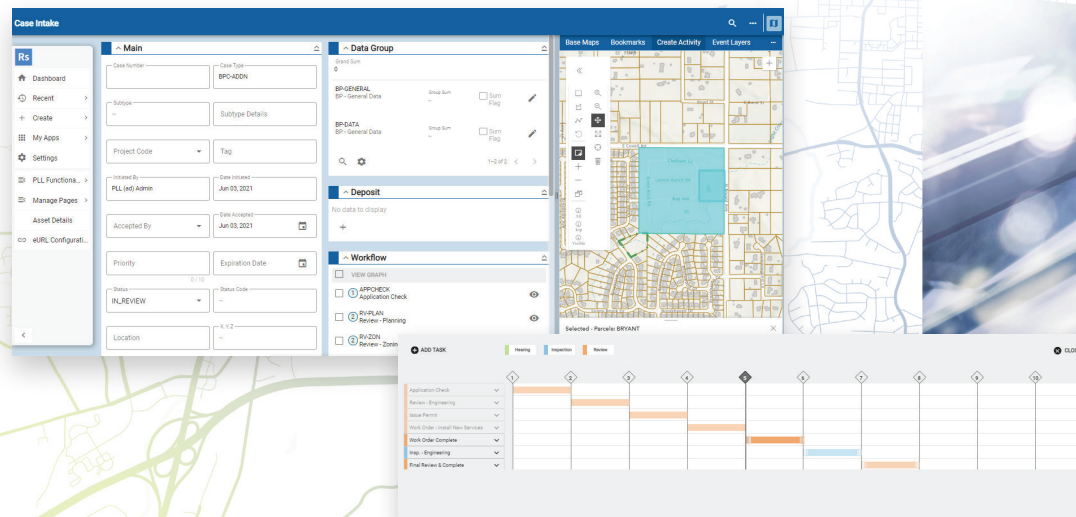
Give staff the power of GIS and automation. Spatial data is better data. Use GIS to automate application data collection, improve staff collaboration, and visualize data.

Help customers faster. Let residents, contractors, and businesses submit, pay, and track applications online at their convenience with an easy-to-use public portal.

Boost productivity. Configure templates, inboxes, and dashboards to help predict daily tasks and simplify processes. Complete work anywhere and on any device.

Make insightful decisions. Use dashboards, analytics, and maps to visualize data, understand resources, and report more accurately.

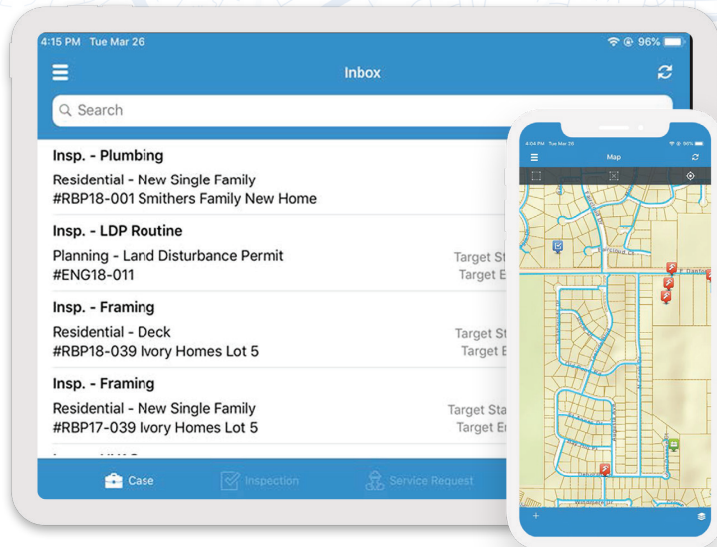
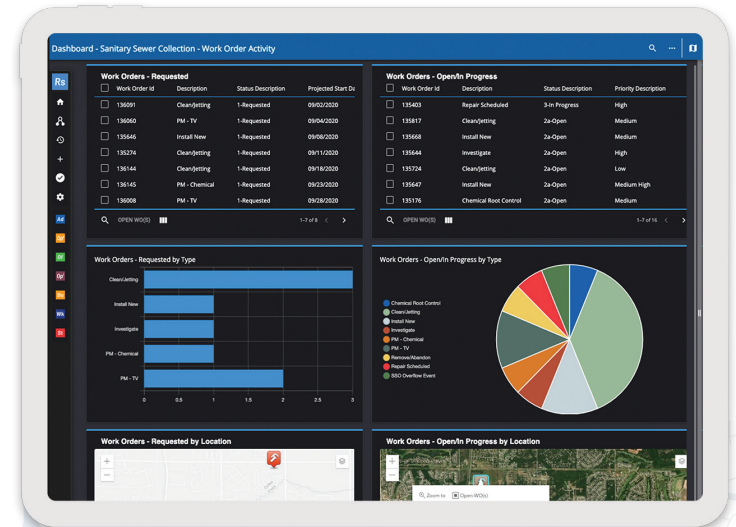
Improve collaboration. Cityworks PLL connects seamlessly with the Cityworks Asset Management System, allowing organizations to track the full lifecycle of public assets and achieve greater collaboration across departments.



RESPOND

Cityworks Respond delivers a persistent map experience and powerful dashboards with a modern look and feel—whether you're on a computer or tablet. You have the power to manage assets and create work orders, as well as capture digital signatures for inspections and permitting tasks, right in the palm of your hand.

Rs



MOBILE APPS FOR IOS AND ANDROID

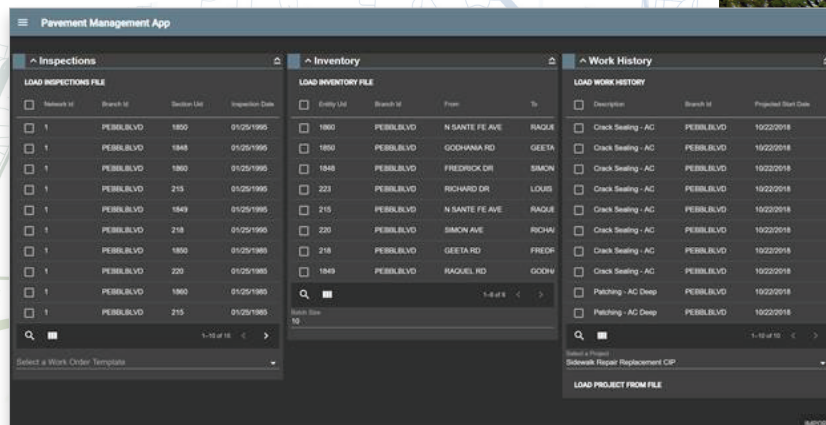
The Cityworks mobile app caches data locally on the device. This allows field crews to conduct inspections, investigate service requests, perform maintenance, and complete case tasks even out of network range. The apps integrate seamlessly with Esri apps, expanding your out-of-the-box functionality. For example, field users can easily access ArcGIS Field Maps from the Cityworks mobile app to capture or edit an asset in the GIS.

PAVEMENT MANAGEMENT

Whether you're patching potholes or rebuilding roads, maintaining pavement infrastructure is both costly and time consuming. Pavement Management helps you get ahead of the curve by integrating your pavement analysis tool and your work management system.

Pavement Management provides an easy-to-use communication link between Cityworks and pavement analysis tools like PAVER. By managing your pavement infrastructure in the geodatabase, Pavement Management allows you to track materials, costs, work history, and pavement analysis data in one central location.

Pv



The screenshot displays the Pavement Management App interface with three main sections:

- Inspections:** A table with columns for Network ID, Branch ID, Section List, and Inspection Date. It lists various inspection records for different branches and dates.
- Inventory:** A table with columns for Facility List, Branch ID, From, and To. It lists inventory items for different branches and locations.
- Work History:** A table with columns for Description, Branch ID, and Projected Start Date. It lists work history items for different branches and project dates.

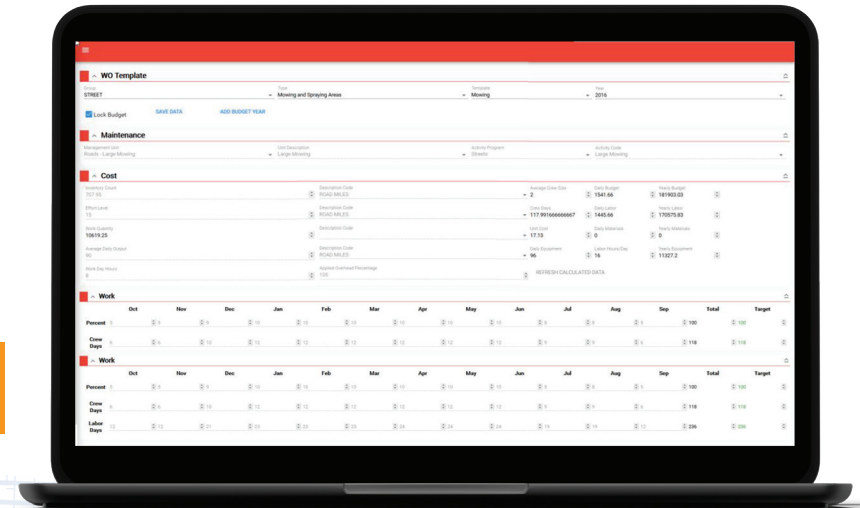
Each section includes a search bar and a 'Load Project from File' button.



PERFORMANCE BUDGETING

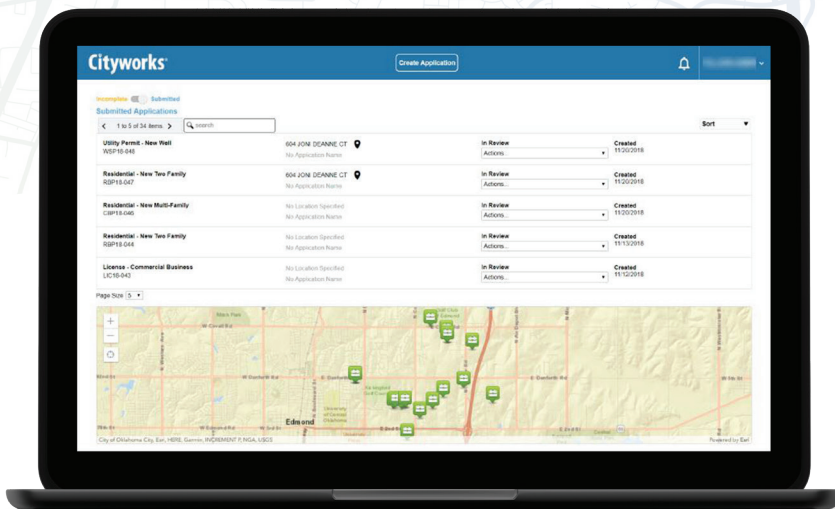
When you track work progress against desired or anticipated levels, you can better promote crew accountability and efficiency, improve data quality and material tracking, and provide administrators with reliable indicators for infrastructure management.

Performance Budgeting supports activity-based budgeting reconciliation, year-to-date tracking, and annual and daily budget projections. Budget projections are based on work order templates, maintenance factors, cost factors, plus actual and projected work. Performance Budgeting can help to accurately predict future budgets and determine cost projection, productivity, optimal crew size, and more.



PUBLIC ACCESS

Public Access is the citizen portal to Cityworks PLL. It allows residents and contractors to apply for and track the progress of permits and licenses, start the application process, or finish an incomplete application. Once the permit or license has been created, the user can request inspections, check the status of the application, and pay permit fees online.



STOREROOM

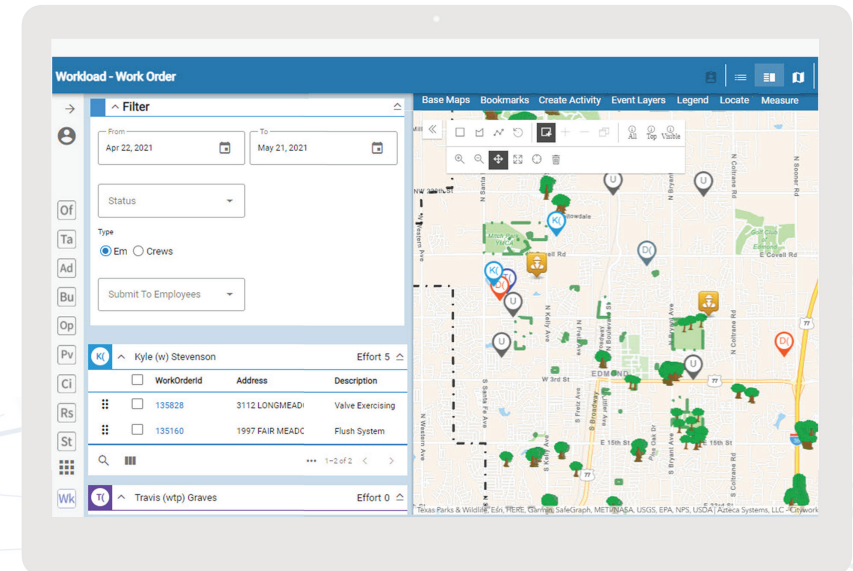
Our warehouse management application is designed to track materials and transactions in a secure environment. As part of a holistic public asset management platform, Storeroom can help organizations reduce material costs, improve inventory levels, and better inform budgetary needs. Storeroom supports barcode scanning and other methods of automated warehouse data collection. Storeroom is also fully integrated with Cityworks Analytics to enable more detailed, visual reports.



St

WORKLOAD

For supervisors who manage field crews and inspectors, juggling employee schedules can be a daunting task. Workload gives supervisors a simple yet powerful interface for reviewing, assigning, and modifying work activities. The application includes a dynamic map interface and allows managers to interact with PLL cases as well as AMS work orders and inspections.

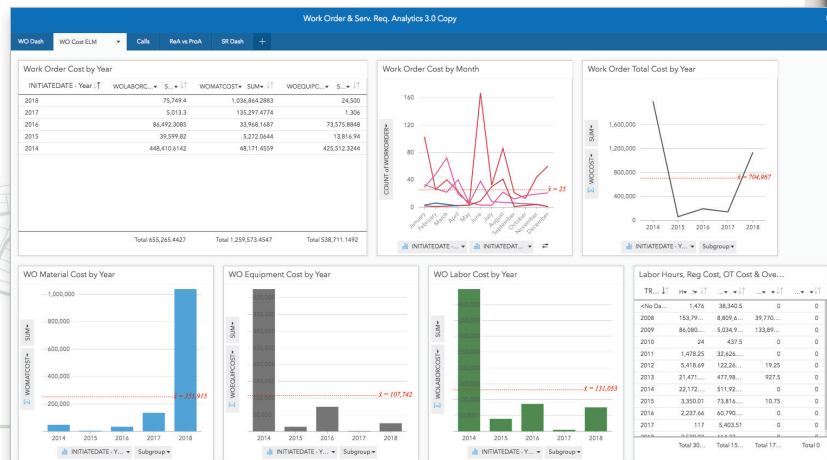


Wk

ANALYTICS

Cityworks Analytics enables organizations to quickly create detailed reports using the information in their database. Analytics is integrated with ArcGIS Insights, Esri's data analytics software made for advanced location intelligence.

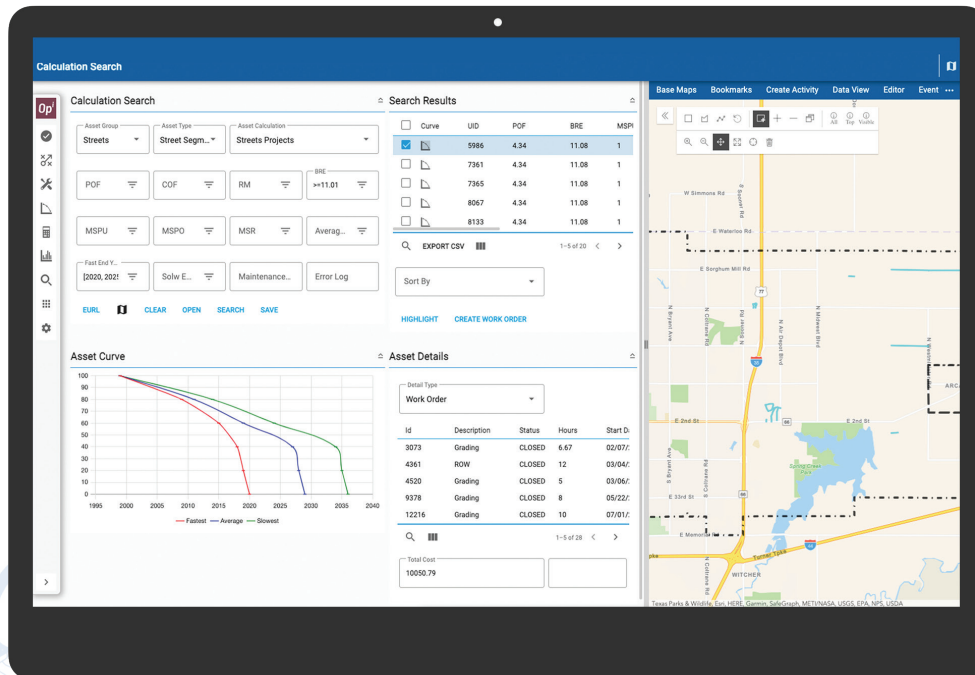
Using Cityworks Analytics with ArcGIS Insights allows users to visualize asset data in maps, charts, graphs, and tables. Together, these tools provide valuable information about the operational performance of your organization.



OPERATIONAL INSIGHTS

Operational Insights helps organizations identify and assess high-risk assets and establish maintenance strategies to increase their lifespan. This app delves into asset management through the framework of defining risk and tracking maintenance procedures. These risk and maintenance scores are calculated using Esri's ArcGIS, maintenance data, and expected useful life defined by the user.

Potential assets of concern can be identified on the dashboard or map, and work orders can be created using map tools. Operational Insights integrates with ArcGIS Insights, allowing for seamless creation of compiled analysis and data visualizations.



ASSET MANAGEMENT OUTPUTS

Operational Insights generates the following score outputs:

- **Probability of Failure (POF)**
- **Consequence of Failure (COF)**
- **Business Risk Exposure (BRE)**
- **Under Maintained Proactive Maintenance Score (MSPU)**
- **Over Maintained Proactive Maintenance Score (MSPO)**
- **Overall Reactive Maintenance Score (MSR)**
- **Asset Curve's Average End Year**
- **Asset Curve's Fast End Year**
- **Asset Curve's Slow End Year**



Organizing infrastructure asset data and reporting on large municipal and utility projects can sometimes feel impossible. OpX offers a streamlined experience for managing infrastructure projects and emergency response activities within Cityworks. By configuring projects to consume data from your asset management and

permitting systems, you can monitor the full project lifecycle across multiple departments. OpX provides a single place to review related work activities and assets, quickly access contracts, compare actual costs to estimated costs, and track permit revenue against estimated revenue.



Project Summary > Project Details

Panel Replacement

Details

Name: Panel Replacement

Description: Permanent panel replacement

Status: Active Project

Canceled

No Budget

Start Date: Jul 01, 2021, 12:00 A

Finish Date: Jul 30, 2022, 12:00 A

Approved By: (att) Patrick, Danica

Assigned To: (cwl) Sanchez, Dirona...

Last Modified: Jul 15, 2021

Category:

VIEW AUDIT LOG

Work Activities

Activity Type: Work Order

Work Order Id	Description	Cost
136166	Panel Replacement	\$0.00
136170	Panel Replacement	\$0.00
136171	Panel Replacement	\$0.00
136172	Panel Replacement	\$0.00

Related Contracts

Assets Details

VIEW ALL 8 assets selected CLEAR SELECTION

Asset Type: STREETS (4)

ID	OBJECTED	LENGTH
7771	441	1006.72471529
7772	892	641.53264746
7753	1488	824.55739208
7227	4768	384.99520754

Financials

Costs

	Estimated Cost	Actual Cost	Variance
Equipment	\$598.00	\$0.00	\$598.00
Labor	\$6,152.00	\$0.00	\$6,152.00
Material	\$2,317.52	\$0.00	\$2,317.52
Total	\$12,068.52	\$0.00	\$12,068.52

Revenue

	Estimated Revenue	Actual Revenue	Variance
Case Fees	\$125.00	\$0.00	\$125.00

Comments

ADD COMMENT

Sort: 1-4 of 4

Base Maps

Bookmarks

Create Activity

Data View

Editor

Event Layers

Legend

Map

35

IoT SOLUTIONS

FOR INTELLIGENT ASSET MANAGEMENT

Maintaining essential services throughout your community is a full-time responsibility. But for communities across the globe, constrained resources and aging infrastructure pose steep challenges. In the United States alone, public infrastructure receives a D+ ranking.

A new IoT solution from Cityworks combines the power of ArcGIS, Trimble Unity, and the Trimble Telog family of battery-powered, wireless recorders and sensors. The solution allows utilities to

leverage sensor data, location intelligence, and analytics tools in their asset management strategies by combining the industry-leading Cityworks asset management software with Trimble's Telog® IoT recorders and the latest release of Trimble Unity Remote Monitoring software.

This innovative GIS-centric solution allows organizations to better understand their service levels, work history, emergency response, and capital planning needs.



Cityworks®

A TRIMBLE COMPANY



OFFICE AND RESPOND

Browser-based user experiences optimized for the office and field.



MOBILE APPS

Mobile device user experiences optimized for either an iOS or Android device.



WEB GIS-CENTRIC PLATFORM

Cityworks and ArcGIS provide a full web GIS-centric platform for public asset management, permitting, licensing, and planning.



For more information contact us at:
info@cityworks.com • 801-523-2751 • Cityworks.com



**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-84364-1

9/12/2024 9:10 AM

11/29/2024

Client:

City of Marina, CA

Bill To:

MARINA CITY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Megan Schindler		megan.schindler@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0	USD -3,345.75
1.00	SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0	USD -2,503.25
1.00	SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0	USD -2,500.00
1.00	SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0	USD -1,250.00
1.00	SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0	USD -3,750.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	SeeClickFix Request	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance. Includes support and virtual training services.	0	USD 13,383.03

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	SeeClickFix Conversations	Multi-channel communications tool to organize resident communications into a single inbox. Maintain a log of individual resident interactions.	50	USD 5,006.74
1.00	Marketplace App Annual	Marketplace App Annual	50	USD 5,000.00
1.00	SeeClickFix Connector for ArcGIS Workforce	SeeClickFix-hosted integration with ArcGIS Workforce, for work assignments.	0	USD 5,000.00
1.00	SeeClickFix Connector for Cityworks AMS (SR + WO)	: SeeClickFix-hosted integration with Cityworks AMS (online or on-premise), for service requests and/or work orders. Requires Cityworks version 15+, and license for Citizen Engagement API.	0	USD 7,500.00

List Price - Initial Term Total	USD 45,896.51
Total Investment - Initial Term	USD 22,540.77
Annual Recurring Services (Subject to Uplift)	USD 35,889.77

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Implementation

Project Timeline

From project kickoff to announcing the launch of your SeeClickFix 311 CRM, the implementation process averages 8-12 weeks. For projects that include specific integration to an approved third-party system, the timeline generally expands to 12-18 weeks. Your staff will work with a CivicPlus implementation consultant to establish a workable schedule once final scope has been determined and your project kicks off. This overview provides you with an outline of what to expect during each phase.

PHASE 1: INTRODUCTION & PLANNING	• Introduction call • Final project timeline developed
PHASE 2: ACCOUNT CONFIGURATION	• Configuration of account and best practices • Identify branding standards for mobile app • One hour backend control training
PHASE 3: USER TRAINING & TESTING	• User training with customized agenda • User testing and revisions
PHASE 4: MARKETING PLANNING	• Launch and public announcement planning • Development of press release, social media campaign templates, and digital marketing images
PHASE 5: LAUNCH	• Assistance with launch press release • Press conference/council meeting assistance • Create theme campaigns for specific request types • Assistance developing messaging for PSA video or radio segment announcement

Approaching Your Project Implementation

Phase 1: Introduction & Planning

Implementation begins with an introduction call that includes your leadership team and implementation consultant. We will review your organization's goals, establish a timeline for launching your SeeClickFix 311 CRM, determine which departments will use the solution, and field any questions you have. During the introduction call, we will also determine if a kickoff presentation with your leadership team is needed.

After the introduction call, your implementation consultant will develop a final project timeline based on final scope, agreed milestones, and key deliverables.

Phase 2: Account Configuration

During this phase, your team will gain access to your SeeClickFix 311 CRM account and receive consultation on how to best configure your settings. This phase will also include a one-hour training session on the backend controls via webinar.

We will train you to configure your account for success. Configuration will include setting up members, request types, automatic assignments, and notifications, escalation contacts, timeline response goals, recurring data exports, preformatted response messages, custom emails, geographical areas for tracking and reporting, and mobile app buttons that link to webpages, call phone numbers, or display custom content.

Phase 3: User Training & Testing

Your training will include:

- How to effectively respond to service requests
- Understanding the differences between internal and external communications
- Process to generate work orders
- Creating usable reports
- Overview of new core concepts of application rules for request categories
- Secondary questions
- Workflows
- Request status alerts
- Notices
- User roles
- Access levels

We offer two approaches to training. Depending on the needs of your organization, training can be virtual for live groups or we can develop a train-the-trainer approach and work with two to three people on your team who will then train the remainder of your staff.

After training, authorized members can begin testing the platform to better understand the features and capabilities of the system. This testing also allows for feedback for configuration changes needed prior to launch.



See Click Fix offers two-three free monthly tutorials for customers to attend online at their convenience. We will review the topics you were previously trained on, and you can ask questions from our lead trainer. Many customers find these refresher tutorials extremely valuable as a review or even training of new staff members.

The goal of the SeeClickFix 311 CRM training is to educate system admins for the implementation process. If a custom agenda is required, we will work with Columbia stakeholders to develop the best training for your team.

Columbia's responsibilities will include:

- Securing stakeholder availability for meeting(s) to customize training agenda.
- Ensure admins are available to participate in the system admin training.
- Have team members available for the SeeClickFix 311 CRM install, provide training on best practices, and system configuration.

Phase 4: Marketing Planning

We will host a specific call to discuss launch and public announcement planning. We can provide a variety of resources to assist in marketing, including our User Adoption Guide and downloadable materials available from our Help Desk.

The basic steps for marketing planning and launch include:

- Setting official launch and announcement date
- Completing a launch questionnaire
- Adding web portal and app links to your website
- Adding the app to Facebook page(s)
- Developing and executing marketing plan

Phase 5: Launch & Announcement

Your customer success manager will work with you to successfully announce the launch of the SeeClickFix 311 CRM in your community. This consulting and assistance may include:

- Assistance with crafting a press release
- Assistance with draft announcement language and design of organization newsletter, flyers, and other community-wide notices
- Assistance creating theme campaigns about specific request types (fall clean up, back to school, hurricane season preparation, etc.)
- Assistance with content/message of public service announcement video or radio segment



SeeClickFix
POWERED BY CIVICPLUS

311 CRM

A 311 CRM Solution to Power Positive Civic Experiences

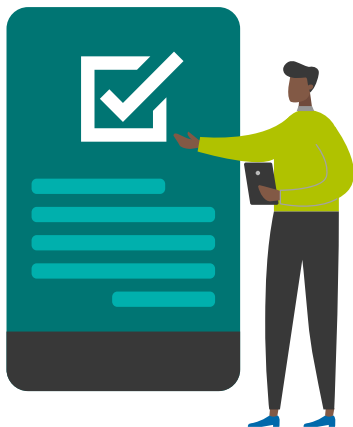




Your residents have high expectations for the level of service they receive from their community leaders—and so do you.

Private sector brands that leverage modern and personalized technology solutions have raised the bar for high-quality customer service. However, public service leaders who want to create similar experiences for their residents often lack a unified system to consolidate and manage all the different channels community members use to submit requests, inquiries, and feedback, including social media, forms, texts, emails, phone calls, and walk-in requests.

As a result, requests, feedback, and inquiries can get lost or delayed, leaving the impression that their local government is difficult and slow. Even worse, your residents aren't the only ones frustrated; staff members may also feel helpless to provide the highest-quality customer service.



We believe there should be a one-stop, frictionless way for local governments to provide positive civic experiences.

So, we built one.

CivicPlus offers a comprehensive and robust 311, request management, and resident engagement solution that empowers governments to demonstrate their positive community impact, accountability, responsiveness, resulting in greater resident appreciation and trust.

Our industry-leading request management system is easily integrable with the most widely used Esri and asset management systems to help governments receive, respond, and report on community issues and repairs.

Our solution also allows residents to submit feedback, questions, inquiries, and requests using the most common digital communication tools they already use daily—text, email, and phone. All messages are aggregated in a single system and associated with individual resident profiles for historical reference and administrative triage, assignment, resource management, and resolution.

Our SeeClickFix 311 CRM Solution Empowers Local Leaders to:



Leverage the communication channels residents already rely on



Eliminate communication barriers between residents and internally across departments



Capture all the diverse voices in your community to understand better what they want and need from their leaders



Meet contactless government expectations by enabling residents and staff to communicate remotely and safely from home, at work, and out in the community



Create custom internal workflows to route requests for rapid response

With our SeeClickFix 311 CRM Solution, You Get:

Resident Communication Features

- Receive and respond to emails and text messages from a single inbox
- Log a phone call or walk-in request
- Receive geotagged photos of service requests submitted via the SeeClickFix mobile app for response by your public works service staff
- Receive and respond to questions or comments submitted via the CivicPlus Chatbot*
- Document and refer to historical communications at the resident level
- Integrate the Report an Issue web portal into your website
- Residents can submit feedback, questions, inquiries, and requests using the most common digital communication channels they already use daily such as text messages, social media, and web forms
- Include secondary questions that prompt the resident for all the details you need to respond to their request
- Enable locationless submissions that don't require the resident to identify a specific location associated with a concern
- Residents can create a personal profile to manage community requests and receive automatic notifications based on their profile
- Conduct two-way communications with residents from request start to completion, providing transparency and proving accountability
- Send routine updates and maintenance notices to residents

*CivicPlus Chatbot is powered by Frase



Staff Collaboration Features

- Submit internal-only service requests
- Subscribe to requests to monitor progress
- Automate issue routing to the right team or department
- Detect duplicate requests to save time
- Assign issues according to staff roles and restrictions
- Escalate overdue requests to managers
- Enable internal-only commenting along the issue lifecycle
- Restrict administrative access to certain request types to design custom branded experiences
- Leverage any of our 20+ integrations with industry-leading public works software partners
- Track work order resources, spend, and budget to plan for future projects and prove your responsibility with taxpayer dollars



Mapping and Data Analytics Features

- Go beyond request capture to full life-cycle visibility from reporting to resolution
- Leverage reliable data to report successes, support leadership recommendations, budget requests, and decisions
- Display open and closed issues and monitor trends on a public map
- Review the Report Card feature to measure performance for data-driven decisions
- Set up automatic reports sent to key managers
- Manage time and resources with service level agreement (SLA) reporting



Every Solution User Receives

Unlimited licenses | Unlimited resident profiles | Unlimited request categories | A multi-channel solution | Your community's branding incorporated into your resident-facing experiences



How We'll Support You and Your Staff

Onboarding and Implementation | Technical Support
| Customer Success | Online Help Centers for Your
Staff and Your Residents

SeeClickFix 311 CRM
POWERED BY **CIVICPLUS**

