



REVISED AGENDA

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, November 16, 2017
7:00 PM

PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING

1. **CALL TO ORDER**

2. **ROLL CALL – ESTABLISHMENT OF QUORUM**

Ralph Rubio	Mayor
Dennis Alexander	Mayor Pro Tem
Jason Campbell	Council Member
David R. Pacheco	Council Member
Kayla Jones	Council Member

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

4. **REVIEW OF AGENDA**

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

5. **PUBLIC COMMENT**

Members of the public wishing to address the City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

6. **PUBLIC AGENCY COMMUNICATIONS**

This is a time specifically set aside for representatives of public agencies to make brief comments of general interest to the City Council and the community.

7. **PRESENTATIONS**

A. **RECEIVE PRESENTATION FROM JOHN ARRIAGA, JEA & ASSOCIATES FOR UPDATE ON THE CITY'S LOBBYING EFFORTS**

PURPOSE: That the City Council receive a presentation on issues and legislation affecting Seaside on a State level and to ask questions as it relates to JEA & Associates services.

RECOMMENDATION: That the City Council receive the presentation and ask questions as necessary.

8. **CONSENT CALENDAR**

The Consent Calendar includes routine items that can be approved with a single motion and vote. A member of the City Council or a member of the public may request that any time be pulled from the Consent Calendar for separate consideration.

A. **APPROVE MINUTES OF THE OCTOBER 26, 2017 JOINT MEETING WITH PLANNING COMMISSION AND BOARD OF ARCHITECTURAL REVIEW AND NOVEMBER 2, 2017 REGULAR MEETING**

RECOMMENDATION: It is recommended that the minutes be reviewed and approved.

B. **APPROVE AND FILE CITY CHECKS**

PURPOSE: It is requested that the City Council approve and file the accounts payable and wired payments made during the period of October 21, 2017 through November 3, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of October 26, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,111,998.27.

RECOMMENDATION: That the City Council approve and file the attached checks.

C. **APPROVE RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO SILCON CONSTRUCTORS INC IN THE AMOUNT OF \$194,639 FOR THE SEASIDE BRANCH LIBRARY SECOND PHASE ADA IMPROVEMENTS**

PURPOSE: The purpose of this item is for the City Council to consider awarding a construction contract to Silcon Constructors, Inc., in the amount of One Hundred Ninety Four Thousand Six Hundred Thirty Nine Dollars (\$194,639) to construct second phase of ADA improvements at the Seaside Branch Library.

RECOMMENDATION: It is recommended that the City Council adopt a resolution awarding a construction contract to Silcon Constructors Inc., in the amount of One Hundred Ninety Four Thousand Six Hundred Thirty Nine Dollars (\$194,639) to construction second phase of ADA improvements at the Seaside Branch Library and authorize the City Manager to execute the contract.

D. **APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM ACTION COUNCIL OF MONTEREY COUNTY AND PALENKE ARTS FOR A YOUTH MUSIC AND DANCE SERIES**

PURPOSE: The purpose of this agenda item is for the City Council to consider and approve a Three Thousand Dollar (\$3,000.00) request from the Action Council of Monterey County on behalf of Palenke Arts for a donation from the Mayor's Youth Fund for a music and dance class series that will be open to elementary, middle and high school students in Seaside.

RECOMMENDATION: It is recommended that the City Council approve this request.

E. **APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM LADIES FIRST FOR COST ASSOCIATED WITH THEIR BEACH CLEAN UP,**

ENVIRONMENT LECTURE AND WORKSHOP PROGRAM

PURPOSE: The purpose of this agenda item is to consider the request from the Ladies First for a donation of two thousand five hundred dollars (\$2,500.00) from the Mayor's Youth Fund for costs associated their beach clean up, environment sustainability lecture and workshop program for at-risk adolescent girls of color.

RECOMMENDATION: It is recommended that the City Council approve this request.

F. AUTHORIZE MONTEREY ONE WATER TO OCCUPY LAND ON THE FORMER FORT ORD LANDS EAST OF GENERAL JIM MOORE BLVD AND SOUTH OF EUCALYPTUS ROAD (APN 031-211-001 AND 031-151-062) FOR THE PURE WATER MONTEREY INFRASTRUCTURE IMPROVEMENT PROJECT

PURPOSE: The purpose of this item is for the City Council to consider approving a resolution authorizing the Fort Ord Reuse Authority to allow Monterey One Water, previously known as Monterey Regional Water Pollution Control Agency, to occupy land in order to construct improvements on the former Fort Ord Lands east of General Jim Moore Blvd and south of Eucalyptus Road (APN 031-211-001 AND 031-151-062) for the Pure Water Monterey Project.

RECOMMENDATION: It is recommended that the City Council approve a resolution authorizing the Fort Ord Reuse Authority to allow Monterey One Water, previously known as Monterey Regional Water Pollution Control Agency, to occupy land in order to construct improvements on the former Fort Ord Lands east of General Jim Moore Blvd and south of Eucalyptus Road (APN 031-211-001 AND 031-151-062) for the Pure Water Monterey Project.

G. APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) TO DESIGNATE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC) AS THE LEAD AGENCY FOR ENVIRONMENTAL REVIEW FOR THE PROPOSED FORT ORD REGIONAL TRAIL AND GREENWAY (FORTAG)

PURPOSE:

Consideration of a memorandum of understanding (MOU) to designate Transportation Agency for Monterey County (TAMC) as the lead agency for environmental review for the proposed Fort Ord Regional Trail and Greenway (FORTAG) and will coordinate with all participating jurisdictions and other stakeholders to conduct the environmental review of FORTAG, a proposed 24.2 mile continuous 12-ft wide paved bicycle and pedestrian trail with an open space buffer on both sides.

RECOMMENDATION: That the City Council approve the Memorandum of Understanding with the Transportation Agency of Monterey County for the FORTAG California Environmental Quality Act Environmental Impact Report.

H. APPROVE A RESOLUTION APPROVING THE PURCHASE OF BODY WORN CAMERAS, THE REPLACEMENT OF CONDUCTIVE ELECTRICAL WEAPONS AND IMPLEMENT EVIDENCE.COM CLOUD DATA STORAGE FOR THE SEASIDE POLICE DEPARTMENT, USING A SOLE SOURCE VENDOR AGREEMENT WITH AXON (AKA TASER), FOR A TOTAL FIVE YEAR COST OF \$315,000 AND AUTHORIZING THE CITY MANAGER TO SIGN THE

AGREEMENT.

PURPOSE: The purpose of this item is to approve a resolution for the purchase of Body Worn Camera's (BWC's); to replace the Seaside Police Department's Conductive Electrical Weapons (CEW's); and implement Evidence.com cloud data storage for the Seaside Police Department using a sole source vendor agreement with Axon (Aka TASER).

RECOMMENDATION: It is recommended that the City Council adopt a resolution authorizing the equipment purchases, approving the agreement with Axon, and authorizing the City Manager to sign all necessary documents.

9. PUBLIC HEARING

A. CONDUCT A PUBLIC HEARING UNDER THE TAX AND EQUITY FISCAL RESPONSIBILITY ACT (TEFRA) AND CONSIDER ADOPTING A RESOLUTION IN CONNECTION WITH THE PROPOSED REFUNDING OF REVENUE CERTIFICATES OF PARTICIPATION BONDS FOR THE MONTEREY COLLEGE OF LAW

PURPOSE: The City Council of the City of Seaside is requested to conduct a TEFRA hearing on behalf of the Monterey College of Law, a 501(c)(3) public benefit nonprofit California corporation located within the boundaries of the City of Seaside, and following such hearing to consider a Resolution to approve the TEFRA hearing and compliance with Section 147(f)(2) of the Internal Revenue Code of 1986, as amended, and to consider a Resolution authorizing up to an aggregate \$2,550,000 in revenue certificate of participation financing for refinancing existing City of Seaside Revenue Certificates of Participation (Monterey College of Law) Series 2008 (the "2008 COPs"), which had been incurred for refinancing taxable indebtedness and financing the renovation of a building located on the site of the College's campus at Fort Ord, and for paying costs of issuance.

RECOMMENDATION:

It is recommended that the City Council:

1. Conduct a public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended; and
2. Adopt the attached resolutions approving the TEFRA hearing procedures and authorizing this financing.

10. BUSINESS ITEMS

A. DISCUSS AND PROVIDE DIRECTION REGARDING A PROPOSED DRAFT ORDINANCE ESTABLISHING REGULATIONS FOR SHORT-TERM RENTALS IN THE CITY OF SEASIDE AS DIRECTED BY THE CITY COUNCIL DURING THE SEPTEMBER 21, 2017 STUDY SESSION

PURPOSE: To provide an opportunity for the City Council to consider and discuss a proposed second draft ordinance establishing regulations regarding short-term rentals in the City of Seaside, then provide direction to staff.

RECOMMENDATION: It is recommended that the City Council discuss and consider a draft ordinance regarding regulation of short-term rentals and provide direction to staff.

B. DISCUSS AND APPROVE A RESOLUTION APPROVING EXECUTION OF A CONTRACT WITH WILL DAN TO CONDUCT AN ANALYSIS OF THE CITY OF SEASIDE'S FISCAL POSITION AS IT RELATES TO THE CONTINUATION OR DISSOLUTION OF THE FORT ORD REUSE AUTHORITY FOR A NOT TO EXCEED COST OF \$60,500 WITH THE CITY OF MARINA CONTRIBUTING \$30,250

PURPOSE: Provide the City of Seaside with an independent assessment of the fiscal impact of the dissolution or continuation of the Fort Ord Reuse Authority.

RECOMMENDATION: That the City Council Approve the Resolution and Authorize the City Manager to execute the contract for services.

C. DISCUSS AND APPROVE AN AMENDMENT TO THE CITY MANAGER'S EMPLOYMENT AGREEMENT DEFERRING SALARY INCREASES, EXTENDING RESIGNATION NOTICE, ADDING 16 HOURS OF VACATION LEAVE EACH MONTH, AND ADDING A TEMPORARY HOUSING AND RELOCATION STIPEND OF \$1,500 PER MONTH, UNTIL NOVEMBER 16, 2019.

PURPOSE: To review and approve an amendment to the City Manager's employment agreement.

RECOMMENDATION: That the contract amendment be approved consistent with direction provided during the City Manager's performance evaluation in Closed Session.

11. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS

This is a time specifically set aside for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community, make requests that items be added to future City Council meeting agendas as necessary and report on committee assignments.

12. ADJOURNMENT

Next Regularly Scheduled Meeting:
December 7, 2017
7:00 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, they are asked to contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. The City Council chamber is equipped with a portable microphone and assisted listening devices are available at all meetings.

City Council Meetings that are held in the City Council Chambers are broadcast live to all Seaside residents on Comcast Channel 25 and U-verse Channel 99. Meetings are also available through live streaming at:

<http://cyp.telvue.com/player?id=T01629&video=52314&noplaylists=1&width=400&height=300>

Videos of past meetings are available on demand through the City's website: <http://www.ci.seaside.ca.us>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Government Code

City Council Regular Meeting

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City of Seaside

2017 Budget and Legislative Report: Highlights and Emerging Issues

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Introduction and Highlights:

The Governor and the Legislature convened the 2017-18 legislative session poised to do something they have not had to ever do – defend the state’s constitution, laws and values against the federal government on multiple fronts.

Armed with a super-majority in both Houses and a newly-appointed Attorney General, the Governor and Leadership locked step in strengthening the state’s immigration and sanctuary policies, healthcare, cannabis and environmental laws.

Another outstanding issue they faced was passing a funding package aimed at fixing the state’s ailing transportation infrastructure. After two-years of an extraordinary session, they were successful in securing a few Republican votes to pass this unprecedented tax increase.

The following are highlights summarized from this year’s session:

2017 Legislative Highlights:

TRANSPORTATION – On April 28th, the Governor signed SB 1(Beall), which will raise about \$5.2 billion per year in new revenues, which would represent the most significant statewide investment in transportation infrastructure in many years. The deal allocates \$3 billion per year to fix-it-first road and highway maintenance projects, split evenly between state and local government. Counties’ share of this funding would be continuously appropriated, allocated by formula, and distributed to counties on a monthly basis.

Below is a brief summary of key points of the deal:

Revenues:

- 12-cent gasoline excise tax increase effective Nov 1, 2017
- A new “transportation improvement fee” charged on vehicle registrations starting spring 2018
 - The fee would be on a sliding scale from \$25 to \$175/year per vehicle based on value. Cars valued under \$5,000 (46% of the vehicles in the state) would pay \$25, while vehicles valued over \$60,000 would be charged \$175/year.
- An additional \$100/vehicle fee for new Zero-Emission Vehicles effective 2020
- 20-cent diesel excise tax increase effective Nov 1, 2017
- 4% diesel sales tax increase, effective Nov 1, 2017
- The excise taxes and registration fees would be annually adjusted for inflation

One-Time Loan Repayments:

- \$686 million in one-time loan-repayments, consisting of \$236 million for transit capital and \$450 million split between cities and counties.

Annual Expenditures:

- \$3 billion/year at full implementation split between state/local governments for highway and road maintenance
 - The first tax increases are effective in late 2017, after a partial year of funding in 2017-18; the average *new* funding for city/county road maintenance would be \$1.59 billion/year over the rest of the decade.
- \$750 million for transit operations and capital improvements
- \$400 million for bridge repair and maintenance
- \$300 million for trade corridors
- \$200 million for local partnerships with “self-help” counties
- \$100 million for the Active Transportation Program
- \$25 million for Freeway Service Patrol
- \$25 million for SB 375 regional and local planning
- \$7 million for UC and CSU transportation research

Reforms:

- A constitutional amendment to ensure that transportation revenues are not diverted for other purposes will accompany the policy bill

Under this funding package, the City of Seaside will receive \$9.733 million for transportation projects. Monterey County will receive roughly \$118 million over the next ten years for county roads, in addition to an equal amount for the State Transportation Infrastructure Project (STIP) funding.

AFFORDABLE HOUSING REFORM –

At the end of session, the Governor and Leadership came to an agreement on a comprehensive affordable housing package.. Subsequently, the Governor signed 15 bills to help increase the supply and affordability of housing in California. The measures provide funding for affordable housing, reduce regulations, boost construction and strengthen existing housing laws.

More specifically:

SB 2 (Atkins), the Building Homes and Jobs Act, establishes a permanent funding source for affordable housing through a \$75 fee on real estate transaction documents. The fee is capped at \$225 per transaction and exempts real estate sales. The fees would generate roughly \$250 million a year, which would be split among state and local housing programs.

SB 3 (Beall) authorizes \$4 billion in general obligation bonds for affordable housing programs and a veteran's home ownership program. SB 3 must be approved by voters next November.

SB 35 (Wiener) streamlines the approval process for infill developments in local communities that have failed to meet their regional housing needs.

SB 166 (Skinner) ensures that cities maintain an ongoing supply of housing construction sites for

residents of various income levels.

SB 167 (Skinner) increases the standard of proof required for a local government to justify a denial of low- and moderate-income housing development projects. (SB 167 is identical to AB 678.)

SB 540 (Roth) streamlines the environmental review process for certain local affordable housing projects.

AB 72 (Santiago/Chiu) strengthens the state's ability to enforce laws that require local governments to achieve housing goals.

AB 73 (Chiu) gives local governments incentives to create housing on infill sites near public transportation.

AB 571 (E. Garcia) makes it easier to develop farmworker housing by easing qualifications for the Farmworker Housing Tax Credit.

AB 678 (Bocanegra) increases the standard of proof required for a local government to justify its denial of low- to moderate-income housing development projects. (AB 678 is identical to SB 167.)

AB 879 (Grayson) authorizes a study of local fees charged to new residential developments that will also include a proposal to substantially reduce such fees.

AB 1397 (Low) makes changes to the definition of land suitable for residential development to increase the number of sites where new multifamily housing can be built.

AB 1505 (Bloom/Bradford/Chiu/Gloria) authorizes cities and counties to adopt an inclusionary ordinance for residential rental units in order to create affordable housing.

AB 1515 (Daly) allows housing projects to be afforded the protections of the Housing Accountability Act if the project is consistent with local planning rules despite local opposition.

AB 1521 (Bloom/Chiu) gives experienced housing organizations a first right of refusal to purchase affordable housing developments in order to keep the units affordable.

CANNABIS REGULATION –

In addition to the \$94.6 million appropriated in the budget to implement California's cannabis laws, the budget package includes an updated and comprehensive trailer bill, SB 94, that consolidates the medical and adult-use cannabis regulatory frameworks, established under the Medical Cannabis and Regulatory Safety Act (MCRSA) and Proposition 64, the Adult Use of Marijuana Act (AUMA), into one single regulatory system for commercial cannabis activity, known as the Medicinal and Adult-Use of Cannabis Regulatory and Safety Act (MAUCRSA).

State-Local Licensure Process

The trailer bill outlined a process that requires local verification of applicants for state cannabis licenses. The process respects the dual licensure approach included in the MCRSA while working

within the confines of the system established by the AUMA, which placed the burden on the state rather than the applicant to ensure that any state licensee is in full compliance with local rules and regulations related to commercial cannabis activity.

Most notably, SB 94 undid the recent regulatory requirements under the MCRSA, therefore the regulations released in April are nullified and a single set of regulations for both medicinal and recreational will be released in mid-November.

SANCTUARY DESIGNATIONS –

As a direct result of the federal government’s recent executive orders on immigration, the Legislature introduced a number of bills aimed at protecting their rights and the rights of those localities that offer “sanctuary”. The most controversial was SB 54 (De Leon) which approved on the last day of the 2017 legislative session, would limit whom state and local law enforcement officers can hold and question on immigration violations.

Dubbed the “California Values Act,” SB 54 would establish clear divisions between law enforcement and federal immigration authorities in an attempt to ensure local officers do not become part of deportation efforts under the Trump administration.

The law would largely prohibit state and local law enforcement agencies, including school and security officers, from using money or staff to investigate, question, hold or arrest people for immigration violations. For many officers across the state, the expanded restrictions wouldn’t change much. Some police and sheriff agencies have already developed similar boundaries against working with immigration agents through their own policies or under local “sanctuary city” rules that limit collaboration between local agencies and federal immigration authorities. For other officers, the legislation would set new guidelines.

Now that it is signed, the state is expecting a legal battle with the federal government. U.S. Atty. Gen. Jeff Sessions, who has called SB 54 “unconscionable,” is already locked in a legal battle with several cities, including San Francisco, over his move to withhold Justice Department grant funds to discourage “sanctuary city” policies.

The Senate Leader and the author has stated that leaders are prepared to defend it in court. Some legal experts say an effort to block California’s law would likely be unsuccessful, pointing to the 10th Amendment and previous rulings in which courts have found the federal government can't compel local authorities to enforce federal laws.

WATER –

Just two years after California’s historic drought and passage of a water bond package, the Legislature is still trying to legislate long-term reform. Some of these reforms included two water conservation bills – AB 1668 and SB 606. These identical bills became the vehicles for a conservation framework after the Assembly Water Parks and Wildlife Committee heard and passed seven bills related to this said framework. A month later, the Assembly formed a bipartisan 10 member water working group. The working group submitted a letter on June 7, 2017, to the

administration requesting the administration pursue policy bills that include principles which the working group had developed.

In response to the letter, the administration agreed to work through the legislative policy process.

Despite the Legislature's commitment to moving these bills, strong opposition from the Association of California Water Agencies was able to persuade Leadership to hold the bills, hence making them two-year bills.

SB 623 (Monning) - This bill creates the Safe and Affordable Drinking Water Fund, administered by the State Water Resources Control Board (SWRCB), and imposes water, fertilizer and dairy fees to fund safe drinking water programs.

The public water fee was added two days prior to the bill being heard in Assembly Appropriations which drew ire on several fronts: 1) Violating the new 3-day in print rule 2) General concern over this public charge, and 3) The Chair represents one of the poorest areas in CA and is over-sensitive to taxes, charges and fees in general. For these reasons, the bill was held but the Chair spoke at the beginning of the hearing saying that there needed to be more public discussion on these new fees and that Monning should use the recess to try and build consensus, especially with Association of California Water Agencies (ACWA), who is vigilantly opposed.

SB 231 (Hertzberg) - This bill adds a definition for "sewer" to Prop 218. The definition of "water" and "sewer" under the Act is significant because the election requirements are on fees for services other than water, sewer, and trash services. This bill provides a definition of "sewer" in the Act using the definition of "sewer" from the Public Utilities Code, which includes storm drainage. Additionally, this bill adds a number of findings and declarations to the Act. This bill is sponsored by the Water Foundation.

In hopes of providing flexibility to local agencies, the Governor signed SB 231 into law, however expect a lawsuit challenging the validity by the Howard Jarvis Association on the constitutionality of the bill. Specifically, "SB 231 amends the Proposition 218 Omnibus Implementation Act in ways that violate the California Constitution and will only lead to unnecessary litigation and increased costs for ratepayers. Most importantly, SB 231 contravenes the appellate court case of *HJTA v. City of Salinas*...By including storm water within the definition of a property related fee, SB 231 ensures that voters will be unable to have a say at the ballot box. SB 231 shows contempt for the separation of powers by proposing, in a statute, the same plan that the judiciary has already found unconstitutional."

CAP-AND-TRADE

In another historic defiance to the federal government, the Governor and Legislature passed and signed AB 398 (E. Garcia) which extends and improves the state's world-leading cap-and-trade program to ensure California continues to meet its ambitious climate change goals.

This legislation extends the program by 10 years until 2030 in the most cost-effective way possible, and makes the following improvements based on years of operation, analysis and input:

- Ensures that carbon pollution will decrease as the program's emissions cap declines.

- Cuts the use of out-of-state carbon offsets and brings those environmental benefits back to California.
- Designates the California Air Resources Board as the statewide regulatory body responsible for ensuring that California meets its statewide carbon pollution reduction targets, while retaining local air districts' responsibility and authority to curb toxic air contaminants and criteria pollutants from local sources that severely impact public health.
- Decreases free carbon allowances over 40 percent by 2030.
- Prioritizes cap-and-trade spending to ensure funds go where they are needed most, including reducing diesel emissions in the most impacted communities.

PARK BOND

If enacted, the bill would place the Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 on the November 2018 General Election Ballot. The Act proposes the issuance of \$3.997 billion in general obligation bonds for parks, water, recreation, and wildlife conservation. The bond also includes \$5 million specifically for grants to improve county fairgrounds.

Breakdown of funds available by category:

- \$1.37 billion dollars for park and recreation improvements;
- \$1.467 billion for water projects, including water way improvement, coastal protection, clean drinking water projects, and flood control.
- \$652 million for conservancies and wildlife; and
- \$503 million for climate preparedness, habitat improvement and resource enhancement.

During the end of session, JEA & Associates worked with local government stakeholders in securing a per capita allocation for cities that was in the Assembly's version – AB 18. In AB 18, there was \$255 million dedicated for these purposes, with City of Seaside receiving \$210, 237. SB 5 reduced this amount to \$200 million, and the specific allocations have not yet been released at this time.

2017 Budget Highlights:

On June 27th, the Governor signed 2017-18 budget package totaling \$125 billion in General Fund revenue.. This included the standard main budget bill as well as over a dozen trailer bills that addressed significant policy ranging from cannabis regulation, employee orientation mandates, state agency reorganization, etc.

The final budget agreement between the Governor and legislative leadership focuses on a combination of creating more robust reserves, paying down liabilities, and investing in schools and programs serving working families. Uncertainties about the state's continued economic recovery are somewhat shadowed by the pending policy changes under the Trump Administration related to healthcare, tax reform, and other programs that could upend the years of prudence under the Brown Administration. Specifically, the 2017-18 budget package:

- Augments the Rainy Day Fund by \$1.8 billion bringing the fund to a total of \$8.5 billion in 2017-18.
- Provides an additional \$1.4 billion next year for the Local Control Funding Formula for K12 schools and a total of \$14.5 billion General Fund for higher education, with additional funds provided in the next year to expand capacity for California students at the state's public institutions.
- Reduces pension liability with a \$ 6 billion supplemental payment to the California Public Employees' Retirement System (CalPERS) through a loan from the Surplus Money Investment Fund, which is estimated to save the State \$11 million by 2020.
- Accelerates \$2.8 billion toward improving commutes, fixing roads, strengthening overpasses and bridges and building mass transit.
- Expands California's Earned Income Tax Credit for people who are self-employed and for outreach services.
- Continues investments in Medi-Cal, including \$546 million for Proposition 56 programs

Policy Issues:

CalGRIP –

In mid-March, the City requested our assistance in preventing the Governor's budget action of eliminating and restoration of funding for the California Gang Reduction, Intervention and Prevention (CalGRIP) program. Throughout the legislative session, JEA & Associates worked closely with our delegation and other local government stakeholders adversely impacted by this draconian cut. We were successful in raising the importance of the program, as well as early funding amounts. During the course of hearings, both Sub #5 committees restored funding at \$7.5 million (about \$2 million less than normally budgeted). However, the Conference Committee funded the program at \$9.5 million in one-time funding. In the Governor's revisions to the budget bill, AB 97, he reduced this amount to \$9.215 million. In addition to the funding, the Conference Committee adopted budget trailer bill language pertaining to the program, which stipulates the following:

- Cities applying for California Gang Reduction, Intervention and Prevention (CalGRIP) Program funds are required to provide clearly defined, measurable objectives for their grant proposals. Grant recipients are also required to provide the Board of State and Community Corrections (BSCC) with quantifiable measures of progress in meeting those objectives.
- The BSCC is required report to the Legislature once per funding cycle on the overall effectiveness of CalGRIP.
- BSCC is required to prioritize proposals from cities that are disproportionately and persistently affected by violence. In addition, BSCC is required to prioritize proposals that would direct resources to programs that have been shown to be the most effective at reducing violence.

•The minimum threshold of funds grantees are required to distribute to community-based organizations is increased to 50 percent, and eligibility for primary applications is extended to community-based organizations. *(This is an increase from the 20 percent requirement)* Finally, CalGRIP's name shall be amended to the California Violence Reduction, Intervention & Prevention (CalVRIP) Grant Program, in order to more correctly reflect modern, evidence-based approaches to achieving reductions in crime and violence.

Through our collective efforts, the City of Seaside will receive its final round of funding, as well as submit another proposal for these new dollars.

Emerging Issues for 2018:

With the 2015-16 legislative session closed out, many vital issues remain unresolved and/or emerging for the next year. The following is our assessment of issues that the City should consider for the next session:

Cannabis Regulation and Clean-up – All stakeholders are expecting a plethora of new bills to further regulate and remediate any issues with the January rollout of recreational use legalization. One of the biggest concerns for additional regulation is, and will continue to be, is the environmental impact of cannabis cultivation and manufacturing – especially water use. Expect for the State Water Resource Control Board (SWRCB) to start taking a larger role, along with Department of Fish and Wildlife, in the upcoming year.

CalVIP Funding – In all likelihood, the Governor will attempt to cut funding for the CalVIP (formerly CalGRIP) program, as the Legislature only approved one-time funding. Like last year, we will have to work with other supporters in maintaining these critical dollars.

No Place Like Home Implementation – In 2016, the Legislature passed a \$2 billion bond package, called No Place Like Home, to help counties build long-term housing for the chronically homeless and mentally ill. Monterey County is poised to receive significantly more funding than their Prop. 63 allocations, due to its proportionally high homeless population compared to its overall census population. Currently, the County is at its assessment and planning phase as it gears up for application in the summer of 2018.

PERS Reform – As local governments continue to grapple with their budgets under the growing constraints of rising pension costs, the Legislature is looking at ways to mitigate this burden. Many expect the Governor to use his last year to build upon his 2013 California Public Employees' Pension Reform Act (PEPRA).

Unresolved Water Bills – As mentioned previously, the Legislature will have to address the three outstanding two-year water bills – AB 1668, SB 606 and SB 623. To date, all of the authors are continuing to work stakeholders, local and statewide. JEA & Associates will continue to monitor closely, especially for any additional amendments, which is expected sometime in January.

2018 Election – This upcoming election will play a critical role the state's policy projector for the forthcoming years.. To date, there are two bonds that would bring significant dollars to the City – SB 3 (Affordable Housing) and SB 5 (Park Bond). Like most, we expect there to be a number of

propositions on the general election ballot. Another important initiative could be the repeal of the transportation funding package (SB 1), if its proponents are able to gather enough of the signatures. Aside from the initiative process, California will be electing a new Governor, as well as deciding on twenty Senate seats and eighty Assembly seats up for election/re-election. While the Democrats expect to remain in the majority in both Houses, it remains unclear if they will be able to retain their super-majority.

Advancing and Defending City of Seaside's Interests in 2017

JEA & Associates has proudly represented the City of Seaside and its interests before the California Legislature, the Governor's Administration and numerous regulatory bodies. The City has expected and received proactive information reporting; clear and concise analysis and reports on the Governor's budget and related legislation; developed and maintained strong and effective relationships with advocacy organizations and coalitions, key members of the Administration, as well as key policy and decision makers in the Legislature.

Each year, JEA & Associates works closely with Seaside to assist in developing and framing your legislative priorities and then allocates JEA's resources to advance and defend those priorities. Through timely legislative bill tracks, JEA & Associates assists in keeping the City informed on vital policy and political happenings, in addition to providing critical feedback and strategy on developments as they occur. JEA & Associates' Capitol Weekly Report provides current stories and analysis on legislation, hot issues, budget plays and key staff moves.

Throughout this year's legislative session, we closely watched a multitude of bills ranging from cannabis and small-cell towers to locally significant bills relating to water and transportation; drafted and delivered position letters; participated in a wide-range of meetings with regulatory agencies, legislators, their staff and stakeholders; and conveyed Seaside's position on bills in key policy and fiscal committees.

Despite the state's looming fiscal, policy and political challenges in 2017, JEA & Associates is proud to have helped the City understand and navigate the legislative and budget process.



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL
PLANNING COMMISSION
BOARD OF
ARCHITECTURAL REVIEW

JOINT SPECIAL MEETING
COUNCIL CHAMBER
Thursday, October 26, 2017
7:00 PM

1. **CALL TO ORDER**

Mayor Rubio called the meeting to order at 7:00 PM

2. **ROLL CALL – ESTABLISHMENT OF QUORUM**

CITY COUNCIL

PRESENT: Alexander, Campbell, Jones, Pacheco, Rubio

ABSENT: None

BOARD OF ARCHITECTURAL REVIEW

PRESENT: Ventimiglia

ABSENT: Keller, Khalsa, Mitchell, Mori

PLANNING COMMISSION

PRESENT: Oglesby, Spalletta, Owens

ABSENT: Lechman, Dodson, Ross, La Mica

3. **PUBLIC COMMENT**

Mayor Rubio invited comments from the public and had no requests to speak.

4. **BUSINESS ITEMS**

A. **RECEIVE REPORT ON THE CUTINO PARK IMPROVEMENT PROJECT DESIGN STATUS, DISCUSS THE DRAFT CONCEPTUAL PLAN AND MAKE A RECOMMENDATION TO STAFF REGARDING ACCEPTANCE OF THE CONCEPTUAL PLAN FOR THE CUTINO PARK IMPROVEMENTS**

City Manager Malin introduced the item, speaking to the multiple versions of the concept plans that have been developed thus far for the project improvements incorporating comments made by stakeholders and the public. This is a very important project for the City that can bring benefits for years.

The Consultant from Verde Designs spoke to the public meetings held and detailed the two final designs which have been refined into a third and final design concept. The purpose of this meeting is to gain approval to move forward with a 30% design plan to obtain a better idea of costs of the project. The consultant spoke to the elements of the project concepts, providing an overview of the plan. He also spoke to different, important elements expressed important by the community.

Mayor Rubio invited comments from the Planning Commission, the Board of Architectural Review and the City Council and then he invited comments from the public.

- Sue Hawthorne questioned the fees that could be gained, hours of operations and reservation logistics

- Coach for Seaside Football Association requested that the skate park be removed and replaced with additional parking.
- A resident requested to place the skate park at an alternate location and spoke against the store at the corner of the park being predominantly a liquor store which conflicts with a youth facility.
- A resident spoke to the results of the survey where the majority of responses acknowledged that parking was inadequate but that they would not choose to remove park elements in exchange for parking.

The following comments and requests were made:

- That the picnic area be large enough to rent out
- All reasonable efforts be made to shield balls and public view of residential properties
- That there be more coordinated communication between divisive sports factions
- Bicycle parking should be allowed in the park
- The majority agreed that a skate park at this point would be the second highest use at this park.
- Planning Commissioner Owen disagreed with the skate park element believing will negatively impact the residents quality of life and requested a noise test to understand skate park impacts.
- Requested that the contractor to provide suggestions of successful parks similar in size that they have built
- Council Member Pacheco requested an agreement or MOU with the Boys and Girls Club that the City be allowed use of the gym one day per week.
- Mayor Rubio requested consideration of expanding the basketball court from a half court to a full court. He also requested staff consider and attempt to utilize the empty lot across the street

The City Council, Planning Commission and Board of Architectural Review received the presentation, discussed the draft concept plan, and recommended to move forward with the conceptual design for the Cutino Park renovations to the 30% .

5. **ADJOURNMENT**

Item was received and the meeting was adjourned at 8:47 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, November 2, 2017
7:00 PM

1. **CALL TO ORDER**

Mayor Rubio called the meeting to order at 7:00 PM

2. **ROLL CALL – ESTABLISHMENT OF QUORUM**

PRESENT: Alexander, Campbell, Jones, Pacheco, Rubio

ABSENT: None

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Council Member Jones led the Pledge and Pastor Brit provided the invocation.

4. **REVIEW OF AGENDA**

No changes were requested.

5. **PUBLIC COMMENT**

Mayor Rubio invited comments from the public.

- David Whitman spoke in support of short term rentals and spoke against made at the last meeting and that STRs create gentrification and price out renters. He provided numerous examples of populations that are growing which have caused the housing shortage. It is the evolution of our area and there is no one to blame. Although STRs are illegal in other cities, they still exist and believes we have the choice to redirect what's happening in our city, in a positive way.
- Seth Smith Santa Cruz Veteran's Alliance spoke toward the recently passed cannabis ordinance, and to his efforts to obtain a City of Seaside Cannabis Dispensary permit.
- Brian Brocksmith, navy veteran and General Manager of the Santa Cruz Veteran's Alliance spoke in support of bringing a cannabis dispensary to Seaside.
- Arron Newsom, co-founder of the Santa Cruz Veteran's Alliance spoke to his service in the US Military speaking to the benefits cannabis provides to individuals and communities. He spoke to being an applicant.
- Jason Sweat Co-founder of Santa Cruz Veteran's Alliance also supported their selection.
- Peter Baerd, property owner on Broadway spoke to the number of cannabis operators who are interested in leasing property on Broadway and indicated there is a problem with the indemnification language that is required in the leasing contract and requested that there be a way to modify the language.
- Andrew Goluchi founder of the Nug Company, expressed intent to be a cannabis dispensary permit applicant.
- Bill Kennedy, The Nug Company, thanked the City for passing the ordinance and spoke in support of his selection.
- Lucile Veronica announced a workshop hosted by the Alumni Chapter of the Delta Sigma Theta Sorority inviting middle and high school youth Saturday November 4th from 9:30 to 12:30 at the Seaside Community Center, Soper Field. The purpose is to foster healthy communication understanding relationships between law enforcement officials and our youth.

6. **PUBLIC AGENCY COMMUNICATIONS**

Gloria Stearns Economic Development Manager invited the public to attend the next SeaStars Volunteer Group in partnership with FOSPA and Return of the Natives at Beta Park, November 18th at 10 AM.

7. **PRESENTATIONS**

A. **UPDATE ON COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM 2018-2020 MULTI-YEAR CYCLE AND 2018-2019 ANNUAL PLAN PROGRESS**

Administrative Analyst Sharon Mikesell spoke to the next two year cycle for the CDBG Program which kicked off with a community needs workshop, brainstorming and prioritizing eligible activities. The top priorities for the Committee included crime prevention, youth services , youth centers, emergency repairs to homes, employment training, homeless facilities , fair housing, streets and sidewalks. She spoke to the Federal requirements for CDBG funding. Next steps include the Mandatory Proposal Workshop November 15th at 6:30 PM.

8. **CONSENT CALENDAR**

Mayor Rubio invited comments from the public and the Council and had no requests to speak.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council approved the Consent Calendar as presented.

RESULT:	Approved
MOVER:	Mayor Pro Tem Dennis Alexander
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	None

A. **APPROVE MINUTES OF OCTOBER 21, 2017 MEETING**

Action: Approved

B. **APPROVE AND FILE CITY CHECKS**

Action: Approved

C. **APPROVE A FEE WAIVER FROM COMMUNITY HOSPITAL RECOVERY CENTER ALUMNI ASSOCIATION FOR THE USE OF THE LAGUNA GRANDE HALL FOR THEIR ANNUAL INSTALLATION DINNER EVENT**

Action: Approved

D. **CONSIDER FEE WAIVER REQUEST FROM DELTA SIGMA THETA SORORITY FOR USE OF OLDEMEYER CENTER FOR TWO COMMUNITY EVENTS IN 2018**

Action: Approved

9. **BUSINESS ITEMS**

A. **ORDINANCE AUTHORIZING TEXT AMENDMENT TO CHAPTER 17.40 OF THE SEASIDE MUNICIPAL CODE THAT SETS FORTH STANDARDS FOR ELECTRONIC MESSAGE DISPLAY SIGNS RELATED TO PUBLIC AND PRIVATE MEETING FACILITIES WITHIN RESIDENTIAL AND COMMERCIAL ZONING DISTRICTS CITYWIDE, AND ADDRESSING OTHER MATTERS PROPERLY RELATING THERETO THAT ARE IN CONFLICT WITH THE PROPOSED TEXT AMENDMENT (SECOND READING - ROLL CALL VOTE).**

ACTION: Adopted Resolution 1045

City Manager Malin spoke to the extensive presentation delivered on this item at the last City Council meeting and reported no changes were made since the last meeting.

Mayor Rubio invited comments from the public and the Council and had no requests to speak.

On motion by Council Member Alexander, and seconded by Council Member Campbell and passed by the following roll call vote the City Council adopted ordinance 1045 amending chapter 17 of the Zoning code allowing standards for electronic message display signs at public meeting facilities.

RESULT:	Approved
MOVER:	Mayor Pro Tem Dennis Alexander
SECONDER:	Council Member Jason Campbell
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	None

B. APPROVE A RESOLUTION AWARDING A SOLAR SYSTEM CONTRACT TO SCUDDER SOLAR ENERGY SYSTEMS IN THE AMOUNT OF \$704,820 TO DESIGN AND CONSTRUCT A SOLAR SYSTEM AT CITY HALL, AUTHORIZE THE CITY MANAGER TO SIGN THE CONTRACT AND INCREASE THE SOLAR PROJECT BUDGET BY \$204,820

City Manager Malin spoke to the presentations made at the last City Council meeting by each proposing vendor and indicated that a full review of the proposals was conducted by staff and modifications were made to the proposal. The new design includes moving the solar panel structures to the Police Department Parking to allow for shielding and provide protection for the fleet and keep the cool to the vehicles for the officers. Both proposing firms were provided the opportunity to revise their proposal and the selection made was Scudder Solar due to being more cost efficient. Mr. Malin followed up with the strategic plan to remove the berm separating the parking lot, as requested by the Department for security purposes. It will be removed prior to the installation of the structure. Mr. Malin answered questions from the Council.

Mayor Rubio invited comments from the public and had no requests to speak.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council Approved Resolution 17-76 Authorizing the City Manager to execute the Solar Systems Contract with Scudder Solar Energy Systems.

RESULT:	Approved
MOVER:	Mayor Pro Tem Dennis Alexander
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	None

C. DISCUSS AND PROVIDE DIRECTION FOR COUNCIL MEMBER JONES REQUEST TO CREATE A HOMELESS COMMISSION AND AN ENVIRONMENTAL COMMITTEE

City Manager Malin spoke to the previous requests to add the two new advisory bodies; an Environmental Committee and a Homeless Commission. The Homeless Commission would review the circumstances of homelessness in the City of Seaside and make recommendations. The

Environmental Committee would have the charge to advocate for sound policy and actions related to environmental sustainability. Staff is ready to support a committee or commission and requested direction from the Council.

The Council questioned Mr. Malin regarding the difference as it pertains to the type of advisory body to which he explained the four possible categories of effort in advisory bodies; ad-hoc, task force, committee, commission. They discussed the intent and benefit of a commission over a committee. They discussed the duties of each commission, the number of members and discussed concerns of duplication of efforts, and the idea to adopt them both as committees initially until they are firmly established and have an established membership with expertise. They also discussed and agreed that both should meet once per month.

Council Member Pacheco expressed concern that the Homeless Commission, as drafted, would encroach upon some of the duties of the CDAC and requested to add a clarifying language requiring coordination with the CDBG committee and the Coalition of Homeless Service Providers and be charged with making recommendations to the City Council as relates to budget funds for homeless programs.

Mayor Rubio invited comments from the public on this item.

- Dan Fernandez applauded the efforts of the Council thinking that this direction is very important and both issues will have impacts locally as well as globally.
- Ray Dandridge it's a good idea to look at these items, but sometimes one city can create a problem for another city. Please consider impacts it could create for other cities.
- John Wizard questioned if a committee is subordinate to a commission, as he wanted to make sure decisions would not be overruled prior to getting to the Council.
- Felix Bachofner suggested rewording the Environmental body details to be more generalized to "colleges or universities" and not exclusively CSUMB and MPC students. He also urged considering the Homeless Body as a task force, as we hope it is a defined term duration and would indicate we are trying to stop homelessness from being an ongoing issue. Also because homelessness is a regional question and should be addressed regionally. A task force, with a laser focus to bond together regionally to solve the problem will have more impact.

The Council questioned the vagueness of the commission membership requirements, if there is enough staff capacity to take on both of these advisory bodies without impacting services and discussed adding alternates for students and agreed to modify the names of the universities to be more inclusive.

Council Member Jones motioned and was seconded by Council Member Pacheco to approve both as commissions, meet once a month and keep membership numbers and approve as amended.

Speaking on the Second Mayor Rubio suggested to keep them both as committees to be able to start recruiting right away and then formalize to a commission at a later date once the membership and duties are firmly established. Mayor Pro Tem Alexander agreed with these comments. Council Member Jones agreed and withdrew her motion.

On motion by Council Member Jones, seconded by Council Member Campbell and passed by the following vote, the City Council approved the addition of a Homeless Committee and an Environmental Committee, as amended with the requirement to review progress in a few months, with monthly meetings and nine members.

RESULT:	Approved
MOVER:	Council Member Jones
SECONDER:	Council Member Campbell
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla

	Jones
NOES:	None
ABSENT:	None

10. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS

City Manager Malin reported on the Campus Town Specific Plan charrette happening all week and the culmination of the week design process revealed at 6:00 PM at Soper Field on November 3rd. Council Member Pacheco Request short term rental ordinance come back to City Council for comments, prior to submission to the Planning commission and also agendize the Fireworks recommendation by the first meeting in December. Council Member Jones reported an event hosted by Assembly Member Stone on the status of the boys of color at the Oldemeyer Center . It will live stream and recorded for the public. Today is the last day to register for the Families of Color Monterey Bike Clinic. Council Member Campbell requested to agendize a discussion and study session on the future of FORA, and how it will impact the City of Seaside. Council Member Alexander requested that anyone interested in helping Seaside parks to consider joining the Friends of the Seaside Parks Association who meets the last Monday of every month at the Oldemeyer Center. Mayor Rubio reported on his meeting at LAFCO which entailed discussion of the annexations and sphere of influence in the Salinas Valley and their new economic zone proposing outside of their sphere of influence. He requested that with the Cutino park design, that staff ensure that we have a field that is safe and accommodates the greatest number of people. He reported that Monterey One water was discussing the pure Water Monterey project and the request by the CUPC to look at expanding that project and they are considering testimony for our Executive Director. Mayor Rubio spoke to his absences during the summer because of his health issues and thanked everyone for their concerns and patience and assured everyone that he is doing much better.

11. ADJOURNMENT

On motion the meeting was adjourned at 8:49 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: November 16, 2017

SUBJECT: APPROVE AND FILE CITY CHECKS

PURPOSE

It is requested that the City Council approve and file the accounts payable and wired payments made during the period of October 21, 2017 through November 3, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of October 26, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,111,998.27.

RECOMMENDATION

That the City Council approve and file the attached checks.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

A description of the checks and wires exceeding \$10,000 are as follows:

\$802,534.53 for payroll and benefits;
\$28,006.91 to Burke, Willams & Sorensen, LLC for labor relations/employment law professional services through September, 2017.

\$23,562.50 to Kay Park Recreation for a towable (mobile) stage.
\$21,118.11 to Torti Gallas and Partners for Campus Town specific plan services - August, 2017.
\$26,635.85 to California-American Water for miscellaneous City water accounts for the billing period of 9/21/17 to 10/24/17.
\$11,094.51 to Community Partnership for Youth for 1st quarter FY 2017/18 funds request (July - Sept, 2017).
\$16,760.00 to E2 Consulting Engineers, Inc. for Del Monte lift station upgrade design - September, 2017.
\$28,600.00 to Rider Concrete for removing, replacing, and recycling 5 ADA ramps on Normandy Road.

The remaining checks, totaling \$153,685.86 include payments to vendors for operating expenditures.

The Checks report is available on the City's website here:
<http://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

None at this time.

ATTACHMENTS

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Scott Ottmar, Assistant Civil Engineer

DATE: November 16, 2017

**SUBJECT: APPROVE RESOLUTION AWARDING A CONSTRUCTION
CONTRACT TO SILCON CONSTRUCTORS INC IN THE AMOUNT
OF \$194,639 FOR THE SEASIDE BRANCH LIBRARY SECOND
PHASE ADA IMPROVEMENTS**

PURPOSE

The purpose of this item is for the City Council to consider awarding a construction contract to Silcon Constructors, Inc., in the amount of One Hundred Ninety Four Thousand Six Hundred Thirty Nine Dollars (\$194,639) to construct second phase of ADA improvements at the Seaside Branch Library.

RECOMMENDATION

It is recommended that the City Council adopt a resolution awarding a construction contract to Silcon Constructors Inc., in the amount of One Hundred Ninety Four Thousand Six Hundred Thirty Nine Dollars (\$194,639) to construction second phase of ADA improvements at the Seaside Branch Library and authorize the City Manager to execute the contract.

BACKGROUND

Built in 1974, the City of Seaside owns the current 10,000 square foot building located at 550 Harcourt Avenue. The County of Monterey operates the library, with maintenance of the building divided between the County, responsible for minor interior improvements, and the City, responsible for major items such as plumbing, electrical and all exterior improvements. In March of 2016, as part of the City's ADA Transition Plan, Disability Access Consultants conducted an Accessibility Survey (Survey) of the Seaside Branch Library. The Survey identified various barriers to accessibility that need to be corrected. Improvements to remove access barriers are being constructed in phases to match available funding. Based upon cost estimates provided during the design phase, a project was developed to construct improvements

to the front entry and entryway vestibule, the public restrooms and the rear emergency exit. As funding becomes available, additional CIP projects will be developed to address remaining access barriers.

On September 28, 2017, a Request for Proposal (RFP) was posted to construct the second phase of ADA improvements with a submittal date of November 2, 2017. Three contractors submitted proposals as summarized in below.

Bidder	Bid Amount
Jacobs Construction & Design 2436 Broad Street San Luis Obispo, CA 93401	\$167,518
Silcon Constructors, Inc 3160 Ocean Terrace Marina, CA 93933	\$194,639
Tombleson Inc. P.O. Box 1388 Salinas, CA 93902	\$197,000

Jacobs Construction and Design (Jacobs) failed to submit a properly completed bid proposal. Specifically, Jacobs did not include Addendum #3 with their bid proposal. The information and clarifications provided within Addendum #3 materially changed the nature and scope of work. Failure to include Addendum #3 with the proposal could not be waived as a minor irregularity. Therefore, Silcon Constructors, Inc. is determined to be the low responsive responsible bidder. Silcon Constructors Inc. has performed similar work for the City of Monterey renovating 18 affordable apartment units. Weather permitting, improvements for this second phase of ADA improvements is expected to be complete by the first week of March, 2018.

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a contract with Silcon Constructors Inc. in the amount of \$194,639 and authorize the city manager to execute written change orders to the contract in an amount up to \$20,000 to address unknown contingencies discovered during construction.

FISCAL IMPACT

The fiscal year 2017/2018 budget for ADA improvements at the Seaside Branch Library is \$238,093, funded from Community Development Block Grant (CDBG) program.

ATTACHMENTS

1. Resolution
2. Contract with Silcon Constructors Inc

Meeting Date: November 16, 2017

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

**AWARDING A CONSTRUCTION CONTRACT TO SILCON CONSTRUCTORS INC.
FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY FOUR THOUSAND
SIX HUNDRED THIRTY NINE DOLLARS (\$194,639)**

WHEREAS, the Seaside Branch Library Phase 2 ADA Upgrades have been identified in the FY 2017/2018 Capital Improvement Program; and

WHEREAS, the ADA upgrades are funded through grants received from the Community Development Block Grant program; and

WHEREAS, the City contracted with Wald, Ruhnke & Dost Architects to design ADA accessible upgrades including new front entry landing and doors, interior vestibule, public restrooms and emergency exit; and

WHEREAS, September 28, 2017 the project was put out to bid and on November 2, 2017 three (3) bids were received from Silcon Constructors, Inc., Tombleson Incorporated, and Jacobs Construction and Design; and

WHEREAS, Silcon Constructors Inc., was the lowest responsive responsible bidder.

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council award a construction contract with Silcon Constructors Inc., for an amount not to exceed One Hundred Ninety Four Thousand Six Hundred Thirty Nine Dollars (\$194,639) to construct the Seaside Branch Library Phase 2 Improvements.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 16th day of November 2017 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

CITY OF SEASIDE

SEASIDE BRANCH LIBRARY PHASE 2 ADA IMPROVEMENTS

This Agreement, made and concluded in duplicate this _____ day of _____, 2017, between the CITY OF SEASIDE, herein referred to as "City," and Silcon Constructors Inc., herein referred to as "Contractor".

WITNESSETH:

Article I. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City and hereunto annexed, the said Contractor agrees with the said City, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of said City, in accordance with the provisions hereto annexed and also in accordance with the latest applicable wage rates hereto annexed and referenced.

The work to be done is specified in these special provisions and plans, approved by the City Engineer, which said special provisions and plans are made part of this contract.

Article II. The said City hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do the work according to the terms and conditions herein contained and referred to, for the price hereinafter set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Article III. The State general prevailing wage rates determined by the Director of Industrial Relations are hereby referenced and made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

Article IV. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Article V. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the said City and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

BASE BID					
ITEM NO.	BID ITEMS	UNIT	QUANTITY	UNIT PRICE	*TOTAL COST
1	Mobilization, Bonds & Insurance	LS	1	\$25,899	\$25,899
2	Upgrade Two (2) Existing public restrooms	LS	1	\$68,431	\$68,431
3	Upgrade Front Entry Door and Landing	LS	1	\$22,307	\$22,307

BASE BID					
ITEM NO.	BID ITEMS	UNIT	QUANTITY	UNIT PRICE	*TOTAL COST
4	Replace Portions of Vestibule and Restroom Flooring	LS	1	\$7,837	\$7,837
5	Add Kick Plate to Existing Interior Vestibule Doors	LS	1	\$3,945	\$3,945
6	Remove, Relocate and Replace Drinking Fountain	LS	1	\$4,145	\$4,145
7	Install ADA Signage	LS	1	\$5,450	\$5,450
8	Install New Fire Extinguisher Cabinet	LS	1	\$2,536	\$2,536

ADDITIVE ALTERNATE BID ITEM					
ITEM NO.	BID ITEMS	UNIT	QUANTITY	UNIT PRICE	*TOTAL COST
1	Demolition of rear steps and furnishing new accessible egress walkway to parking area	LS	1	\$54,089	\$54,089

Article VI. - Assignment. The Contractor shall not assign any of his duties, responsibilities or obligations without prior written consent from the City.

Article VII. Indemnity. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, City and any and all of City's boards, officers, employees, agents, assigns, and successors in interest through legal counsel reasonably acceptable to the City, from and against any and all claims losses, demand and expenses, including, but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the work performed by Contractor under this agreement. Without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Article VIII. Insurance. Prior to the beginning of and throughout the duration of the Work, Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the

following:

- Explosion, collapse or underground hazard (XCU)
- Products and completed operations
- Pollution liability
- Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. **Workers' Compensation Insurance:** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees. on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
3. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
4. **Excess or Umbrella Liability Insurance (Over Primary)** if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence and aggregate.

Article IX. - Legal Action. Should either party to this agreement bring legal action against the other, the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgement, together with all costs.

Article X. - Notices. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CITY OF SEASIDE
Rick Riedl, City Engineer
440 Harcourt Avenue
Seaside, CA 93955

Contractor's Name and Mailing Address:

Silcon Constructors Inc.
Dan Silverie III
3160 Ocean Terrace
Marina, CA 93933

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CITY OF SEASIDE

CONTRACTOR

by: _____
Craig Malin, City Manager

by: _____
Dan Silverie III, President

Date

Date

Licensed in accordance with an act providing for the registration of Contractors. License No. 972926

Approved:

Rick Riedl/City Engineer

General Decision Number: CA170029 11/03/2017 CA29

Superseded General Decision Number: CA20160029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/20/2017
2	01/27/2017
3	02/17/2017
4	02/24/2017
5	03/03/2017
6	03/10/2017
7	03/31/2017
8	04/14/2017
9	04/21/2017
10	05/05/2017
11	05/12/2017
12	05/26/2017
13	06/02/2017
14	06/16/2017
15	06/30/2017
16	07/07/2017
17	07/14/2017
18	08/04/2017
19	08/11/2017
20	09/08/2017
21	10/13/2017
22	10/20/2017
23	10/27/2017
24	11/03/2017

ASBE0016-004 01/01/2017

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED,

MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TULUMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

Rates Fringes

Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1.....	\$ 28.20	8.95
Area 2.....	\$ 32.98	8.95

ASBE0016-008 08/01/2017

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

Rates Fringes

Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 65.36	23.11
Area 2.....	\$ 49.46	23.11

BOIL0549-001 10/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

Rates Fringes

BOILERMAKER		
Area 1.....	\$ 43.28	37.91
Area 2.....	\$ 39.68	35.71

BRCA0003-001 02/01/2017

Rates Fringes

MARBLE FINISHER.....	\$ 31.17	14.99
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BRCA0003-003 02/01/2017

Rates Fringes

MARBLE MASON.....	\$ 41.77	26.76
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BRCA0003-005 05/01/2017

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 38.45	21.22
(7) San Francisco, San Mateo.....	\$ 42.34	25.83
(8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 44.16	21.71
(9) Calaveras, San Joaquin, Stanislaus, Tuolumne.....	\$ 39.66	20.76
(16) Monterey, Santa Cruz....	\$ 39.51	23.49

BRCA0003-008 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 35.14	16.87
TERRAZZO WORKER/SETTER.....	\$ 44.11	26.36

BRCA0003-011 04/21/2017

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 27.48	15.45
Area 2.....	\$ 25.60	14.90
Area 3.....	\$ 24.42	14.53
Tile Layer		
Area 1.....	\$ 45.80	17.54
Area 2.....	\$ 42.67	17.46
Area 3.....	\$ 35.31	16.83

CARP0022-001 07/01/2017

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.55	28.71
Journeyman Carpenter.....	\$ 46.40	28.71
Millwright.....	\$ 46.50	30.30

CARP0034-001 07/01/2017

Rates Fringes

Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 45.65	31.91
Diver standby.....	\$ 50.61	31.91
Diver Tender.....	\$ 49.82	31.91
Diver wet.....	\$ 95.17	31.91
Manifold Operator (mixed gas).....	\$ 54.82	31.91
Manifold Operator (Standby).....	\$ 49.82	31.91

DEPTH PAY (Surface Diving):
050 to 100 ft \$2.00 per foot
101 to 150 ft \$3.00 per foot
151 to 220 ft \$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2016

Rates Fringes

Piledriver.....	\$ 44.65	31.40
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CARP0035-007 07/01/2017

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

Rates Fringes

Modular Furniture Installer		
Area 1		
Installer I.....	\$ 25.61	20.42
Installer II.....	\$ 22.18	20.42

Lead Installer.....	\$ 29.06	20.92
Master Installer.....	\$ 33.28	20.92
Area 2		
Installer I.....	\$ 22.96	20.42
Installer II.....	\$ 20.01	20.42
Lead Installer.....	\$ 25.93	20.92
Master Installer.....	\$ 29.56	20.92
Area 3		
Installer I.....	\$ 22.01	20.42
Installer II.....	\$ 19.24	20.42
Lead Installer.....	\$ 24.81	20.92
Master Installer.....	\$ 31.13	20.13

CARP0035-008 08/01/2017

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 46.40	29.15
Area 2.....	\$ 40.52	29.15
Area 3.....	\$ 39.02	28.64
Area 4.....	\$ 39.67	29.15
Drywall Stocker/Scraper		
Area 1.....	\$ 23.20	16.88
Area 2.....	\$ 20.26	16.88
Area 3.....	\$ 19.51	16.57
Area 4.....	\$ 19.84	16.88

CARP0152-001 07/01/2017

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.55	28.71
Journeyman Carpenter.....	\$ 46.40	28.71
Millwright.....	\$ 46.50	28.71

CARP0152-002 07/01/2017

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71

https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.58	28.71
Journeyman Carpenter.....	\$ 40.52	28.71
Millwright.....	\$ 43.02	30.30

CARP0505-001 07/01/2017

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.67	28.71
Journeyman Carpenter.....	\$ 40.52	28.71
Millwright.....	\$ 43.02	30.30

CARP0605-001 07/01/2017

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.67	28.71
Journeyman Carpenter.....	\$ 40.52	28.71
Millwright.....	\$ 43.02	30.30

CARP0701-001 07/01/2017

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 39.32	28.71
Journeyman Carpenter.....	\$ 39.17	28.71
Millwright.....	\$ 41.67	30.30

CARP0713-001 07/01/2017

Alameda County

https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.67	28.71
Journeyman Carpenter.....	\$ 40.52	28.71
Millwright.....	\$ 43.02	30.30

CARP0152-004 07/01/2017

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 39.32	28.71
Journeyman Carpenter.....	\$ 39.17	28.71
Millwright.....	\$ 41.67	30.30

CARP0217-001 07/01/2017

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.55	28.71
Journeyman Carpenter.....	\$ 46.40	28.71
Millwright.....	\$ 46.50	30.30

CARP0405-001 07/01/2017

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.55	28.71
Journeyman Carpenter.....	\$ 46.40	28.71
Millwright.....	\$ 46.50	30.30

CARP0405-002 07/01/2017

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.55	28.71
Journeyman Carpenter.....	\$ 46.40	28.71
Millwright.....	\$ 46.50	30.30

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.55	28.71
Journeyman Carpenter.....	\$ 46.40	28.71
Millwright.....	\$ 46.50	30.30

CARP1109-001 07/01/2017

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 39.32	28.71
Journeyman Carpenter.....	\$ 39.17	28.71
Millwright.....	\$ 41.67	30.30

ELEC0006-004 12/01/2016

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.57	3%+18.05
Technician.....	\$ 40.50	3%+18.05

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2017

https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 66.00	3%+43.40

ELEC0100-002 09/01/2017		

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	21.91

ELEC0100-005 12/01/2016		

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 30.64	3%+17.86
Technician.....	\$ 34.89	3%+17.86

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

https://www.wdol.gov/wdol/scales/davisbacon/CA29.dvb?v=24

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WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/25/2016

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 44.65	24.44
Zone B.....	\$ 49.12	24.57

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2016

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	18.60
Technician.....	\$ 37.94	16.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

https://www.wdol.gov/wdol/scales/davisbacon/CA29.dvb?v=24

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ELEC0302-001 02/27/2017

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 54.92	26.75
ELECTRICIAN.....	\$ 48.51	26.56

ELEC0302-003 12/01/2016		

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	18.05
Technician.....	\$ 39.93	18.20

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 05/29/2017

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 69.60	34.318
ELECTRICIAN.....	\$ 60.52	34.046

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2016

https://www.wdol.gov/wdol/scales/davisbacon/CA29.dvb?v=24

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SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	18.602
Technician.....	\$ 39.93	18.748

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2017

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 59.91	3%+34.10
ELECTRICIAN.....	\$ 53.25	3%+34.10

ELEC0595-002 06/01/2017

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 41.40	3%+28.83
ELECTRICIAN		
(1) Tunnel work.....	\$ 38.86	3%+28.83
(2) All other work.....	\$ 36.00	3%+28.83

ELEC0595-006 12/01/2016

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	3%+17.86
Technician.....	\$ 39.93	3%+17.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of

https://www.wdol.gov/wdol/scales/davisbacon/CA29.dvb?v=24

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terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2016

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 30.64	3%+17.86
Technician.....	\$ 34.89	3%+17.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2017

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 57.00	33.59

ELEC0617-003 12/01/2016

SAN MATEO COUNTY

	Rates	Fringes
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https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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Sound & Communications

Installer.....	\$ 35.07	18.86
Technician.....	\$ 39.93	18.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2017

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	3%+20.73

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2016

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 30.64	3%+17.86
Technician.....	\$ 34.89	3%+17.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which

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involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2017

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 55.49	3%+17.65
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 44.32	3%+17.65
(3) Groundman.....	\$ 33.89	3%+17.65
(4) Powderman.....	\$ 49.55	3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.44	31.585

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2017

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 44.77	31.25
(2) Dredge Dozer; Heavy duty repairman.....	\$ 39.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 38.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 35.39	31.25
AREA 2:		
(1) Leverman.....	\$ 46.77	31.25
(2) Dredge Dozer; Heavy duty repairman.....	\$ 41.81	31.25

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(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 40.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 37.39	31.25

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTEREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

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PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

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"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 44.67	30.39
GROUP 2.....	\$ 43.14	30.39
GROUP 3.....	\$ 41.66	30.39
GROUP 4.....	\$ 40.28	30.39
GROUP 5.....	\$ 39.01	30.39
GROUP 6.....	\$ 37.69	30.39
GROUP 7.....	\$ 36.55	30.39
GROUP 8.....	\$ 35.41	30.39
GROUP 8-A.....	\$ 33.20	30.39
OPERATOR: Power Equipment (Cranes and Attachments -		

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AREA 1:		
GROUP 1		
Cranes.....	\$ 46.30	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 39.20	30.39
GROUP 2		
Cranes.....	\$ 43.79	30.39
Oiler.....	\$ 36.36	30.39
Truck crane oiler.....	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 42.05	30.39
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 39.01	30.39
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 45.89	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 39.20	30.39
GROUP 2		
Lifting devices.....	\$ 44.07	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Lifting devices.....	\$ 42.39	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Lifting devices.....	\$ 40.62	30.39
GROUP 5		
Lifting devices.....	\$ 39.32	30.39
GROUP 6		
Lifting devices.....	\$ 37.98	30.39
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 46.30	30.39
Oiler.....	\$ 36.63	30.39
Truck Crane Oiler.....	\$ 39.20	30.39
GROUP 2		
Cranes.....	\$ 43.79	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 42.05	30.39
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 39.01	30.39
GROUP 5		
Cranes.....	\$ 35.13	30.39
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 40.77	30.39
GROUP 1-A.....	\$ 43.24	30.39
GROUP 2.....	\$ 39.51	30.39
GROUP 3.....	\$ 38.18	30.39
GROUP 4.....	\$ 37.04	30.39
GROUP 5.....	\$ 35.90	30.39

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UNDERGROUND:		
GROUP 1.....	\$ 40.67	30.39
GROUP 1-A.....	\$ 43.14	30.39
GROUP 2.....	\$ 39.41	30.39
GROUP 3.....	\$ 38.08	30.39
GROUP 4.....	\$ 36.94	30.39
GROUP 5.....	\$ 35.80	30.39

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Grader/loader, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scraper); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and

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boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burn, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom 06 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Carg lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743

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series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100

tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oilier; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeast border with Shasta County
Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder
Area 2: Eastern Part

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SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 34.05	28.73
AREA 2.....	\$ 36.05	28.73
GROUP 2		
AREA 1.....	\$ 30.45	28.73
AREA 2.....	\$ 32.45	28.73
GROUP 3		
AREA 1.....	\$ 25.84	28.73
AREA 2.....	\$ 27.84	28.73

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydraulic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscape Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

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Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY:

Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder
Area 2: Eastern Part

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	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 28.33	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.75	29.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval

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Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Verno Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 21.66	10.64
LABORER (Lead Removal)		
Area A.....	\$ 30.70	22.17
Area B.....	\$ 29.70	22.17

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LAB00073-002 06/26/2017

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.54	22.17
Traffic Control Person I....	\$ 28.84	22.17
Traffic Control Person II....	\$ 26.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

<https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24>

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TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00073-003 07/01/2017

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 30.45	21.04

LAB00073-005 06/30/2014

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzlemans on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00073-007 06/26/2017

CALAVERAS COUNTY

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 29.49	22.15
GROUP 1.....	\$ 28.79	22.15
GROUP 1-A.....	\$ 29.01	22.15

<https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24>

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GROUP 1-c.....	\$ 28.84	22.15
GROUP 1-e.....	\$ 29.34	22.15
GROUP 1-f.....	\$ 29.37	22.15
GROUP 2.....	\$ 28.64	22.15
GROUP 3.....	\$ 28.54	22.15
GROUP 4.....	\$ 22.23	22.15
See groups 1-b and 1-d under laborer classifications.		
Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 27.14	18.66
(2) Establishment Warranty		
Period.....	\$ 20.83	18.66

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond drill; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckers; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxymesin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types

(except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibracore, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew;

High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00073-008 05/26/2017

SAN JOAQUIN COUNTY

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		

Group.....	\$ 29.49	22.15
GROUP 1.....	\$ 28.79	22.15
GROUP 1-a.....	\$ 29.01	22.15
GROUP 1-c.....	\$ 28.84	22.15
GROUP 1-e.....	\$ 29.34	22.15
GROUP 1-f.....	\$ 29.37	22.15
GROUP 2.....	\$ 28.64	22.15
GROUP 3.....	\$ 28.54	22.15
GROUP 4.....	\$ 22.23	22.15
See groups 1-b and 1-d under laborer classifications.		
Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66
Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 28.39	18.66
GROUP 2.....	\$ 28.24	18.66
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 28.14	18.66
(2) Establishment Warranty		
Period.....	\$ 21.83	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 27.14	18.66
(2) Establishment Warranty		
Period.....	\$ 20.83	18.66

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond drill; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckers; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches;

Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreeed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

* LAB00073-009 07/01/2017

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 31.02	22.52
Work on a swing stage scaffold: \$1.00 per hour additional.		
LAB00185-004 06/26/2017		

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 29.49	22.15
GROUP 1.....	\$ 28.79	22.15
GROUP 1-a.....	\$ 29.01	22.15
GROUP 1-c.....	\$ 28.84	22.15
GROUP 1-e.....	\$ 29.34	22.15
GROUP 1-f.....	\$ 29.37	22.15
GROUP 2.....	\$ 28.64	22.15
GROUP 3.....	\$ 28.54	22.15
GROUP 4.....	\$ 22.23	22.15
See groups 1-b and 1-d under laborer classifications.		
Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 27.14	18.66
(2) Establishment Warranty Period.....	\$ 20.83	18.66

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker

and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckers; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreeed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB08261-003 06/26/2017

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	22.17
Traffic Control Person I...	\$ 29.84	22.17
Traffic Control Person II...	\$ 27.34	22.17
TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.		
TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.		

LAB08261-005 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute

https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB08261-009 06/26/2017

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 30.49	22.15
GROUP 1.....	\$ 29.79	22.15
GROUP 1-a.....	\$ 30.01	22.15
GROUP 1-b.....	\$ 29.84	22.15
GROUP 1-c.....	\$ 30.34	22.15
GROUP 1-f.....	\$ 30.37	22.15
GROUP 2.....	\$ 29.64	22.15
GROUP 3.....	\$ 29.54	22.15
GROUP 4.....	\$ 23.23	22.15
See groups 1-b and 1-d under laborer classifications.		
Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66
Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 28.39	18.66
GROUP 2.....	\$ 28.24	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 28.14	18.66
(2) Establishment Warranty Period.....	\$ 21.83	18.66

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander,

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pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Ram tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Rippap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalars (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing

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is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake); grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzlemans

GROUP 2: Nozzlemans, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash,

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windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00261-011 05/01/2017

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 33.18	21.49

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

* LAB00261-014 07/01/2017

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00270-003 06/26/2017

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 29.54	22.17
Area B.....	\$ 28.54	22.17
Traffic Control Person I		
Area A.....	\$ 29.84	22.17
Area B.....	\$ 28.84	22.17
Traffic Control Person II		
Area A.....	\$ 27.34	22.17
Area B.....	\$ 26.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00270-004 06/30/2014

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 27.14	18.66
(2) Establishment Warranty Period.....	\$ 20.83	18.66

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller; Logloader and buckers; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxysin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreeed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos

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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzlemans on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00270-005 07/01/2017

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 30.45	21.04
LAB00270-007 06/26/2017		

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 29.49	22.15
GROUP 1.....	\$ 28.78	22.15
GROUP 1-a.....	\$ 29.01	22.15
GROUP 1-c.....	\$ 28.84	22.15
GROUP 1-e.....	\$ 29.34	22.15
GROUP 1-f.....	\$ 29.37	22.15
GROUP 2.....	\$ 28.64	22.15
GROUP 3.....	\$ 28.54	22.15
GROUP 4.....	\$ 22.23	22.15
See groups 1-b and 1-d under laborer classifications.		
Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 28.35	18.66

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and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzelman

GROUP 2: Nozzelman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

* LAB00270-010 08/03/2016

SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLASTER TENDER		
4 Stories and under.....	\$ 32.15	19.28
5 Stories and above.....	\$ 34.15	19.28

Work on a swing stage scaffold: \$1.00 per hour additional.

* LAB00270-011 07/01/2017

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
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Plasterer tender.....\$ 34.70 21.22

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00294-001 07/01/2017

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 30.45	21.04

LAB00294-002 06/26/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.54	22.17
Traffic Control Person I....	\$ 28.84	22.17
Traffic Control Person II....	\$ 26.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00294-005 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickmen where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzelman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzelman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work);

Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00294-008 06/26/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
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Laborers: (CONSTRUCTION CRAFT

LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 29.49	22.15
GROUP 1.....	\$ 28.79	22.15
GROUP 1-a.....	\$ 29.01	22.15
GROUP 1-c.....	\$ 28.84	22.15
GROUP 1-e.....	\$ 29.34	22.15
GROUP 1-f.....	\$ 29.37	22.15
GROUP 2.....	\$ 28.64	22.15
GROUP 3.....	\$ 28.54	22.15
GROUP 4.....	\$ 22.23	22.15

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA B:)

GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66

Laborers: (WRECKING - AREA B:)

GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66

Landscape Laborer (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 27.14	18.66
(2) Establishment Warranty		
Period.....	\$ 20.83	18.66

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified

hazardous waste worker including Leade Abatement;
Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Lacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Laggging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the

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depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzlemann

GROUP 2: Nozzlemann, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

* LAB00294-010 07/01/2017

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 31.02	22.52

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00304-002 06/26/2017

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	22.17
Traffic Control Person I....	\$ 29.84	22.17
Traffic Control Person II....	\$ 27.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00304-003 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzlemann; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzlemann on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00304-004 06/26/2017

ALAMEDA COUNTY

	Rates	Fringes
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Laborers: (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist		
Group.....	\$ 30.49	22.15
GROUP 1.....	\$ 29.79	22.15
GROUP 1-a.....	\$ 30.01	22.15
GROUP 1-c.....	\$ 29.84	22.15
GROUP 1-e.....	\$ 30.34	22.15
GROUP 1-f.....	\$ 30.37	22.15
GROUP 1-g (Contra Costa County).....	\$ 28.59	18.66
GROUP 2.....	\$ 29.64	22.15
GROUP 3.....	\$ 29.54	22.15
GROUP 4.....	\$ 23.23	22.15

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66

Laborers: (WRECKING - AREA A:)

GROUP 1.....	\$ 28.39	18.66
GROUP 2.....	\$ 28.24	18.66

Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 28.14	18.66
(2) Establishment Warranty Period.....	\$ 21.83	18.66

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 on similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggyobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckner; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt; Lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzlemans

https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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GROUP 2: Nozzlemans, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB08304-005 05/01/2017

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 33.18	21.49

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

* LAB08304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB08324-002 06/26/2017

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	22.17
Traffic Control Person I....	\$ 29.84	22.17
Traffic Control Person II....	\$ 27.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB08324-006 06/30/2014

CONTRA COSTA COUNTY

https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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	Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzlemans; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzlemans on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB08324-012 06/26/2017

CONTRA COSTA COUNTY

	Rates	Fringes
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Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)

Construction Specialist		
Group.....	\$ 30.49	22.15
GROUP 1.....	\$ 29.79	22.15
GROUP 1-a.....	\$ 30.01	22.15
GROUP 1-c.....	\$ 29.84	22.15
GROUP 1-e.....	\$ 30.34	22.15
GROUP 1-f.....	\$ 30.37	22.15
GROUP 1-g.....	\$ 29.99	22.15
GROUP 2.....	\$ 29.64	22.15
GROUP 3.....	\$ 29.54	22.15
GROUP 4.....	\$ 23.23	22.15

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA B:)

GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66

Laborers: (WRECKING - AREA B:)

GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66

https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)	
(1) New Construction.....\$ 27.14	18.66
(2) Establishment Warranty	
Period.....\$ 20.83	18.66

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckner; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2' or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types

https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller-tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction

https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

LAB00324-014 05/01/2017

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 33.18	21.49

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

* LAB00324-018 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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Rates Fringes

Plasterer tender.....\$ 34.70 23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01130-002 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..	\$ 28.54	22.17
Traffic Control Person I...	\$ 28.84	22.17
Traffic Control Person II...	\$ 26.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB01130-003 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunitite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunitite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB01130-005 07/01/2017

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 30.45	21.04

LAB01130-007 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 29.49	22.15
GROUP 1-a.....	\$ 28.79	22.15
GROUP 1-b.....	\$ 29.01	22.15
GROUP 1-c.....	\$ 28.84	22.15
GROUP 1-e.....	\$ 29.34	22.15
GROUP 1-f.....	\$ 29.37	22.15
GROUP 2.....	\$ 28.64	22.15
GROUP 3.....	\$ 28.54	22.15
GROUP 4.....	\$ 22.23	22.15
See groups 1-b and 1-d under laborer classifications.		
Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 27.14	18.66
(2) Establishment Warranty Period.....	\$ 20.83	18.66

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond drill; Multiple unit drill; Hydraulic drill

https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxysin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg drill; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

	Rates	Fringes
GROUP 1: Structural Nozzleman		
GROUP 2: Nozzleman, Gunman, Potman, Groundman		

https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

* LAB01130-008 07/01/2017

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 31.02	22.52
Work on a swing stage scaffold: \$1.00 per hour additional.		
PAIN0016-001 01/01/2017		

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 38.87	22.83

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.
SPRAY WORK: - \$0.50 additional per hour.
INDUSTRIAL PAINTING - \$0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - \$2.00 per hour additional
100 to 180 feet - \$4.00 per hour additional
Over 180 feet - \$6.00 per hour additional

PAIN0016-003 01/01/2017

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 44.16	25.64

https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24

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AREA 2.....	\$ 40.03	24.29

PAIN0016-012 01/01/2017		

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO,
SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 47.39	24.64

PAIN0016-015 01/01/2017		

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE
COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 32.16	18.26

FOOTNOTES:
SPRAY/SANDBLAST: \$0.50 additional per hour.
EXOTIC MATERIALS: \$1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level \$2.00
additional per hour. 100 to 180 ft above ground or water
level \$4.00 additional per hour. Over 180 ft above ground
or water level \$6.00 additional per hour.

PAIN0016-022 01/01/2017

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 42.49	22.83

PAIN0169-001 01/01/2017		

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 34.93	24.03

PAIN0169-005 01/01/2017		

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 45.13	26.79

PAIN0294-004 07/01/2017		

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		

https://www.wdol.gov/wdol/scafiles/davisbacon/CA29.dvb?v=24

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Brush, Roller.....	\$ 27.94	17.45
Drywall Finisher/Taper.....	\$ 33.99	21.56

FOOTNOTE:

Spray Painters & Paperhangers recive \$1.00 additional per
hour. Painters doing Drywall Patching receive \$1.25
additional per hour. Lead Abaters & Sandblasters receive
\$1.50 additional per hour. High Time - over 30 feet (does
not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 01/01/2017

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.49	19.23

PAIN0767-001 01/01/2017		

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 34.57	25.96

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day,
President's Day, Memorial Day, Independence Day, Labor Day,
Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50
per hour above the basic hourly rate at any elevation.

PAIN1176-001 01/01/2017

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.41	16.31
GROUP 2.....	\$ 29.25	16.31
GROUP 3.....	\$ 29.59	16.31

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic
stripes and marking; hot thermo plastic; tape, traffic
stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2017

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE
COUNTIES:

	Rates	Fringes
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https://www.wdol.gov/wdol/scafiles/davisbacon/CA29.dvb?v=24

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SOFT FLOOR LAYER.....	\$ 33.93	20.39

PLAS0066-002 07/01/2017		

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 40.51	27.13

PLAS0300-001 07/01/2014		

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 29.44	22.26
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 31.59	22.26
AREA 295: Calaveras & San Joaquin Counties.....	\$ 31.41	22.26
AREA 337: Monterey County..	\$ 30.52	22.26
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 31.41	22.26

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.20	19.71

PLUM0038-001 07/01/2017		

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 70.00	43.24

PLUM0038-005 07/01/2017		

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 59.50	38.24

PLUM0062-001 01/01/2017		

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 41.90	29.59

PLUM0159-001 07/01/2017		

CONTRA COSTA COUNTY

	Rates	Fringes
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https://www.wdol.gov/wdol/scafiles/davisbacon/CA29.dvb?v=24

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Plumber and steamfitter		
(1) Refrigeration.....	\$ 56.92	35.94
(2) All other work.....	\$ 55.92	34.44

PLUM0246-001 01/01/2017		

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 38.40	29.39

PLUM0246-004 01/01/2017		

FRESNO, MERCED & SAN JOAQUIN COUNTIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well
as installation of corrugated metal piping for culverts in
connection with storm sewers and drains; Grouting, dry
packing and diaphering of joints, holes or chases including
paving over joints, in piping; Temporary piping for dirt
work for building site preparation; Operating jack hammers,
pavement breakers, chipping guns, concrete saws and spades
to cut holes, chases and channels for piping systems;
Digging, grading, backfilling and ground preparation for
all types of pipe to all points of the jobsite; Ground
preparation including ground leveling, layout and planting
of shrubbery, trees and ground cover, including watering,
mowing, edging, pruning and fertilizing, the breaking of
concrete, digging, backfilling and tamping for the
preparation and completion of all work in connection with
lawn sprinkler and landscaping; Loading, unloading and
distributing materials at jobsite; Putting away materials
in storage bins in jobsite secure storage area; Demolition
of piping and fixtures for remodeling and additions;
Setting up and tearing down work benches, ladders and job
shacks; Clean-up and sweeping of jobsite; Pipe wrapping and
waterproofing where tar or similar material is applied for
protection of buried piping; Flagman

PLUM0342-001 07/01/2017

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 58.10	42.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 58.10	42.45

PLUM0355-004 07/01/2015		

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA,
MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO,
SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

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11/7/2017	https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24	
	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 28.60	10.05
PLUM0393-001 07/01/2017		
SAN BENITO AND SANTA CLARA COUNTIES		
	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 60.91	39.58
PLUM0442-001 01/01/2017		
CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES		
	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 40.00	28.39
PLUM0467-001 07/01/2017		
SAN MATEO COUNTY		
	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 62.70	34.21
ROOF0027-002 01/01/2017		
FRESNO, KINGS, AND MADERA COUNTIES		
	Rates	Fringes
ROOFER.....	\$ 26.01	14.21
FOOTNOTE: Work with pitch, pitch base of pitch impregnated products on any material containing coal tar pitch, on any building old or new, where both asphalt and pitches are used in the application of a built-up roof or tear off: \$2.00 per hour additional.		
ROOF0040-002 08/01/2017		
SAN FRANCISCO & SAN MATEO COUNTIES:		
	Rates	Fringes
ROOFER.....	\$ 37.88	18.22
ROOF0081-001 08/01/2017		
ALAMEDA AND CONTRA COSTA COUNTIES:		
	Rates	Fringes
Roofer.....	\$ 38.20	16.81
ROOF0081-004 08/01/2017		
CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND		

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11/7/2017	https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24	
	TUOLUMNE COUNTIES:	
	Rates	Fringes
ROOFER.....	\$ 38.20	16.81
ROOF0095-002 08/01/2017		
MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:		
	Rates	Fringes
ROOFER		
Journeyman.....	\$ 41.56	17.47
Kettle person (2 Kettles); Bitumastic, Enameler; Coal Tar, Pitch and Mastic worker.....	\$ 42.36	16.42
SFCA0483-001 07/31/2017		
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:		
	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 61.92	28.57
SFCA0669-011 04/01/2017		
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:		
	Rates	Fringes
SPRINKLER FITTER.....	\$ 37.20	15.84
SHEE0104-001 07/03/2017		
AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA		
AREA 2: MONTEREY & SAN BENITO		
AREA 3: SANTA CRUZ		
	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 50.29	35.93
All Other Work.....	\$ 57.09	37.74
AREA 2.....	\$ 45.82	31.99
AREA 3.....	\$ 48.13	29.61
SHEE0104-003 07/01/2017		
CALAVERAS AND SAN JOAQUIN COUNTIES:		

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11/7/2017	https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24	
	Rates	Fringes
SHEET METAL WORKER.....	\$ 39.74	31.50
SHEE0104-005 07/01/2017		
MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:		
	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 37.67	34.10
SHEE0104-007 07/01/2017		
FRESNO, KINGS, AND MADERA COUNTIES:		
	Rates	Fringes
SHEET METAL WORKER.....	\$ 37.49	34.45
SHEE0104-015 07/01/2016		
ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:		
	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 35.64	31.49
SHEE0104-018 07/01/2016		
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 35.64	31.49
TEAM0094-001 07/01/2017		
	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 30.72	27.47
GROUP 2.....	\$ 31.02	27.47
GROUP 3.....	\$ 31.32	27.47
GROUP 4.....	\$ 31.67	27.47
GROUP 5.....	\$ 32.02	27.47

FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

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11/7/2017	https://www.wdol.gov/wdol/scallies/davisbacon/CA29.dvb?v=24	
	TRUCK DRIVER CLASSIFICATIONS	
GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitrneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)		
GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor		
GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow		
GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman		
GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles		
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.		
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours		

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they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nancy Towne, Recreation Services Director
Dan Meewis, Recreation Supervisor

DATE: November 16, 2017

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM ACTION COUNCIL OF MONTEREY COUNTY AND
PALENKE ARTS FOR A YOUTH MUSIC AND DANCE SERIES**

PURPOSE

The purpose of this agenda item is for the City Council to consider and approve a Three Thousand Dollar (\$3,000.00) request from the Action Council of Monterey County on behalf of Palenke Arts for a donation from the Mayor's Youth Fund for a music and dance class series that will be open to elementary, middle and high school students in Seaside.

RECOMMENDATION

It is recommended that the City Council approve this request.

BACKGROUND

The Action Council of Monterey Council, on behalf of Palenke Arts, is requesting three thousand dollars (\$3,000.00) in support of offering a series of low and no-cost multicultural music and dance classes to elementary, middle, and high school students in Seaside. These classes consist of a choral ensemble will be offered to King Elementary School students, a Latin Jazz Ensemble for Seaside Middle- and High-School students in partnership with the Monterey Jazz Festival, a multi-age hip-hop dance classes led by CSUMB students, and an Afro-Cuban drumming workshop. The goal is to reach 100 distinct participants throughout the year. These funds will primarily be used to pay the teachers and instructors of these classes.

The last donation to The Action Council of Monterey Council, on behalf of Palenke Arts was in the amount of Three Thousand Dollars (\$3,000.00) and was approved at the September 15, 2016 City Council meeting. Based on the information provided to staff, the application meets the

requirement of the Mayor's Youth Fund Policy. The applicant has provided information on their proposed activities for "reduce, reuse, recycle" goals.

FISCAL IMPACT

This request would be funded by a donation from Green Waste Recovery Inc. donation to the Mayor's Youth Fund.

ATTACHMENTS

1. Mayor's Youth Fund Contribution Request from Palenke Arts Request
 2. Letter from Palenke Arts Program Director
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

CITY OF SEASIDE MAYOR'S YOUTH FUND APPLICATION

Name of Organization:

Action Council of Monterey County on behalf of Palenke Arts

Name of Individual Submitting Request:

Larry Imwalle, Executive Director, Action Council of Monterey County
Juan L. Sánchez, Program Coordinator, Palenke Arts

% Residents or Students of Seaside: 95% # of Participants: approx. 100
Ages of Participants: 8-18 yrs.

Mailing Address:

Action Council of Monterey County
295 Main St., Suite 500, Salinas, CA 93901

Palenke Arts
1713 Broadway Ave., Seaside, CA 93955

Phone Number:

Action Council of Monterey County 831.783.1244
Palenke Arts 831-333-6612

Email Address:

larry@actioncouncil.org
juansanchez@hotmail.com

Description of Event (Attach Additional Information as Necessary)

The project for which we are requesting funding is a series of low and no cost multicultural music and dance classes to be offered to Seaside elementary, middle and high school students starting in September 2017 at Palenke Arts, a brand new arts center located inside the King Elementary school campus, at 1713 Broadway Ave., in Seaside.

Our current programs and activities encompass two general areas: classes and public events/concerts. Our current classes are: an elementary school-aged children's chorus class offered in collaboration with Community Partnership for Youth, After School Academy and Monterey County Pops. This group has performed for over 4,000 people at events throughout the Monterey Peninsula, including the Golden State Theater and the World Theater. Our second class is the Latin Jazz Workshop, which serves children from ages 8-18, as well as community volunteers. In addition, we offer a multi-age hip hop dance class, a visual arts class for

elementary school children, a multi-age Mariachi class, and an Afro Cuban percussion workshop. The total number of unduplicated students this past year for these classes was over 80. We hope to expand course offerings and enrollment figures to 100, as our fundraising efforts increase.

In regards to community events, Palenke Arts has hosted or participated in a wide variety of concerts, such as assemblies by the Texas State University Mariachi and Latin Jazz ensembles at local Seaside schools, a classical piano recital, a performance by the Seaside High School drama club, singer-songwriter concerts, and Open Mics at our King School of the Arts location, a multicultural arts festival (Palenke Arts Festival) held at Laguna Grande Park, as well as joint presentations of our Palenke Arts Chorus with the Monterey County Pops Orchestra at their Memorial Day and 4th of July concerts.

Finally, our Palenke Arts families and children have participated in a beach cleanup in Seaside in partnership with Surfrider Foundation and a celebration of the Monterey Bay Sanctuary as part of the Monterey Beach Sportsfest.

Description of how the use of the funds will be specifically used for youth groups activities/events

The project for which we are requesting funding is a series of low or no cost music and dance classes to be offered to Seaside elementary, middle and high school students starting in September 2017. These classes will be held at Palenke Arts, in partnership with MPUSD, CSUMB's Service Learning Institute, the Arts Council of Monterey County, the Community Partnership for Youth, Monterey County Pops, and the Monterey Jazz Festival.

The funds from this grant will be used specifically to pay a percentage of the cost to hire a program coordinator, program assistant, and music and dance instructors. We will be offering weekly music and dance classes for Seaside elementary, middle and high school students. The Palenke Arts program coordinator will hire, train and supervise professional music and dance educators who will teach those classes, supported by the program assistant and CSUMB service learning students.

The weekly programs that will be implemented are a Latin Jazz workshop for middle and high school students (in partnership with MJF, which will provide in-kind support in the form of sheet music, music stands and loaned instruments), a choral group class geared towards King Elementary students, a multi-age hip hop dance class, an Afrocuban drumming workshop, and a weekly open mic event. We will also offer a visual arts class to response to the feedback from the parents' end-of-year survey.

In addition, we will be partnering up again with Surfrider Foundation and Monterey Beach Sportsfest and will participate in beach cleanups, Monterey Bay Sanctuary celebrations, art activities with recycled materials and songwriting to deepen our knowledge of our carbon

footprint, and become good stewards for the environment in general, and more specifically for the ocean.

**Palenke Arts
Projected Budget for FY 2017-18
Prepared for the City of Seaside Mayor's Youth Fund**

Submitted October 20, 2017

<u>PERSONNEL</u>	<u>FY2017-18</u>	<u>Youth Fund</u>
Program Coordinator .5	\$27,500.-	\$1,500.-
Teaching staff	\$22,000.-	\$500.-
Program Assistant .5	\$13,200.-	\$760.-
Consultants	\$1,500.-	
Administrative Assmt. Action Council (8%)		\$240.-
SUBTOTALS	\$64,200.-	\$3,000.-
<u>Other than personnel services</u>		
Office expenses	\$1,000.-	\$0.-
Materials/supplies	\$3,500.-	\$0.-
Maintenance/inst.repair	\$500.-	\$0.-
Snacks	\$2,000.-	\$0.-
Building Lease (in-kind/MPUSD)		\$0.-
SUBTOTALS	\$5,000.-	\$0.-
Total Projected Expenditures	\$71,000	\$3,000.-
Projected Sources of Income for Palenke Arts Programs		
Arts Council of Monterey C. Grant		\$5,000.-
Hewlett Packard Cultural Grant		\$4,500.- (awarded)
Spadaro Foundation Grant		\$2,000.- (awarded)
City of Seaside Youth Fund		\$3,000.-
Nancy Ransom Buck Foundation		\$15,000.- (applied)
Community Foundation Neighborhood Grant		\$3,500.- (awarded)
Private Foundations (Rotaries/Yellow Brick Road)		\$14,000.- (applied)
Community Foundation Small Impact Grant		\$12,000.- (applied)
Monterey County Pops Sponsorship		\$3,000.- (awarded)
SUBTOTAL		\$60,000.-
Palenke Arts Festival Sponsorships/Revenue		\$3,500.-
Private donors		\$2,500.-
Membership dues		\$2,500.-
Ticketed events		\$2,500.-
SUBTOTAL		\$11,000.-
TOTAL Projected Revenue FY2017-18		\$71,000.-

Description of how your participation in this event or activity benefits youth and the City of Seaside.

We believe that the work of Palenke Arts strongly benefits the City of Seaside, specifically the youth. The role of the arts in the healthy development of children and teens is well documented. In Seaside, many families cannot afford private music, dance or visual arts courses for their children. The above mentioned activities offered at the Palenke Arts Center will meet a need for high quality afterschool music and dance activities for Seaside's youth.

In fact, Palenke Arts conducted in June 2015 a survey of 144 Seaside High School students, about their interest in an arts center in Seaside and found that these teens were hungry for opportunities to express themselves through the arts. Ninety eight percent of respondents supported the idea of a Seaside arts center. The youth were interested in having and attending music classes, visual arts classes, a social gathering place, computer lab space, dance classes, and performing arts events. Clearly, the interest in an arts center in Seaside exists.

In addition, we believe that the city will benefit directly and indirectly from Palenke Arts. There are multiple studies that show that youth who participate in afterschool arts programs do not engage in high risk behaviors such as drug use and violence. Finally, we believe that Palenke Arts will add authentic cultural experiences and concerts to our already diverse city, and benefit the overall economy.

It is our hope that through a partnership with the City of Seaside, MPUSD, King Elementary, the Monterey Jazz Festival, the Arts Council of Monterey County and local foundations we will be able to continue bringing high quality arts and music experiences for many more Seaside youth.

Thank you for your consideration!

*Total Amount Requested: \$3,000.

Nancy Towne
City of Seaside Recreation Services
986 Hilby Avenue
Seaside, CA 93955

October 20, 2017

Dear Nancy,

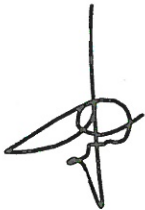
It is my pleasure to write a letter in support of the application being submitted by the Action Council of Monterey County on behalf of Palenke Arts. As you know, we are a committed group of artists, students, educators and concerned citizens, whose mission is to educate and inspire the community of Seaside through the arts.

As we are embarking on our second year of operation, we are excited to solidify our program and expand our course offerings thanks to your support, and that of our many partners, volunteers and funders.

On behalf of Palenke Arts, its staff, families, and students, as well as the Action Council of Monterey County, we thank you for your continued assistance, and your consideration of our application to the City of Seaside's Mayor's Youth Fund program.

Please let me know if you have any questions.

Artistically yours,

A handwritten signature in black ink, appearing to read 'Juan L. Sánchez', with a stylized flourish at the end.

Juan L. Sánchez
Palenke Arts Program Coordinator
juansanchez@hotmail.com
831-333-6612



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nancy Towne, Recreation Services Director
Dan Meewis, Recreation Supervisor

DATE: November 16, 2017

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM LADIES FIRST FOR COST ASSOCIATED WITH THEIR
BEACH CLEAN UP, ENVIRONMENT LECTURE AND WORKSHOP
PROGRAM**

PURPOSE

The purpose of this agenda item is to consider the request from the Ladies First for a donation of two thousand five hundred dollars (\$2,500.00) from the Mayor's Youth Fund for costs associated their beach clean up, environment sustainability lecture and workshop program for at-risk adolescent girls of color.

RECOMMENDATION

It is recommended that the City Council approve this request.

BACKGROUND

Ladies First is requesting two thousand five hundred dollars (\$2,500.00) in support of their beach clean up, environment sustainability lecture and workshop program for at-risk adolescent girls of color.

Ladies First is a non-profit organization dedicated to helping at-risk young women between the ages of 10-16. They hold free 14 week workshops related to issues affecting teen girls and all participants are Seaside residents. Their mission is to mentor, inspire and support adolescent girls of color, who are at risk of unplanned pregnancy and who struggle to transition into adulthood, or to achieve economic self-sufficiency. They also build self-esteem, leadership and other life skills through workshops and by opening doors to academic opportunities and cultural events.

One of the components of their program is community service which encourages the girls to

give back to their community in a variety of ways. The organization also participate in tours of the Monterey Regional Waste Management District Facility in Marina.

The last donation to Ladies First was in the amount of two thousand five hundred dollars (\$2,500.00) and was approved at the January 21, 2016 City Council meeting. Based on the information provided to staff, the application meets the requirement of the Mayor's Youth Fund Policy.

FISCAL IMPACT

This request would be funded by a donation from Green Waste Recovery Inc. to the Mayor's Youth Fund.

ATTACHMENTS

1. Mayor's Youth Fund Request_Ladies First 2017
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Mayor's Youth Fund Contribution Request

Name of Organization: Ladies First

Name of Individual: Annalisa Mitchell

% Residents or Students of Seaside: 100%

of Participants: 20-25

Ages: 10-16

Address: P.O. Box 954, Seaside, California, 93955

Phone Number: Home N/A Work 831 678-5008 Cell 831 869-8053

E-mail Address: ladiesfirstca@gmail.com or Juzaliza@yahoo.com

Description of Event (Attach Additional Information as Necessary)

Over the past several years, Ladies First has actively worked to engage young ladies between the ages of 10 and 16 in community outreach projects. Previously, we have taken the young ladies to the Waste Management Facility in Marina and to the Monterey Regional Waste Management District. This year, Ladies First will be coordinating a beach clean up and environment sustainability lecture. In partnership with California State University, Monterey Bay, middle school and high school girls will work with CSUMB students to clean up debris from the beach in Seaside, CA. Immediately following the beach clean-up, the girls will participate in a Lunch and Learn presented by CSUMB student Kathryn Dailey.

This event will be of public benefit by informing Seaside residents of the importance of maintaining a safe and healthy community. The public will also gain knowledge of sustainability efforts occurring at CSUMB, Monterey, and California. This is a wonderful opportunity to continue building the relationship between CSUMB and the Seaside community.

Description of how the use of the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment. (Attach Additional Information as Necessary)

The mission of Ladies First is to mentor, inspire and support adolescent girls of color, who are at risk of unplanned pregnancy and who struggle to transition into adulthood, or to achieve economic self-sufficiency. We build self-esteem, leadership and other life skills through workshops and by opening doors to academic opportunities and cultural events. We do this by holding a series of workshops to cover such topics as Self-esteem, Morals and Values, Relationships, Career and Goal setting Teen pregnancy prevention, and more. Another goal of Ladies First is to expose our girls to cultural events.

The proceeds from this grant will be used to purchase supplies for the beach clean-up, stipend to the guest lecturer and organizers, lunch for beach clean-up and lecture participants, printing costs, and transportation costs. The remaining funds will be used for Ladies First workshop program.

Other Funding Sources:

CSUMB

Nancy Buck Ransom Foundation

The Yellow Brick Road in Carmel

The Monterey Kiwanis Club

Private Donations

*Amount Requested: (See Contribution limits) **\$2,500.00**

Please attach an explanation of what your particular event will do to benefit the City of Seaside. See Mayor's Youth Fund Contribution Policy.

*Individual Recipients must include an itemized list of costs and total of all expenses associated with the request. Applications that are not complete will be returned.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer

DATE: November 16, 2017

SUBJECT: AUTHORIZE MONTEREY ONE WATER TO OCCUPY LAND ON THE FORMER FORT ORD LANDS EAST OF GENERAL JIM MOORE BLVD AND SOUTH OF EUCALYPTUS ROAD (APN 031-211-001 AND 031-151-062) FOR THE PURE WATER MONTEREY INFRASTRUCTURE IMPROVEMENT PROJECT

PURPOSE

The purpose of this item is for the City Council to consider approving a resolution authorizing the Fort Ord Reuse Authority to allow Monterey One Water, previously known as Monterey Regional Water Pollution Control Agency, to occupy land in order to construct improvements on the former Fort Ord Lands east of General Jim Moore Blvd and south of Eucalyptus Road (APN 031-211-001 AND 031-151-062) for the Pure Water Monterey Project.

RECOMMENDATION

It is recommended that the City Council approve a resolution authorizing the Fort Ord Reuse Authority to allow Monterey One Water, previously known as Monterey Regional Water Pollution Control Agency, to occupy land in order to construct improvements on the former Fort Ord Lands east of General Jim Moore Blvd and south of Eucalyptus Road (APN 031-211-001 AND 031-151-062) for the Pure Water Monterey Project.

BACKGROUND

Monterey One Water, formerly MRWPCA, in partnership with Monterey Peninsula Water Management District, is constructing Pure Water Monterey Groundwater Replenishment Project (PWM). PWM includes water purification to a quality exceeding drinking water standards at the new Advanced Water Purification Facility (AWPF) in Marina. The highly purified water will be conveyed to an injection wells facility for recharge of basin aquifers and subsequent recovery in existing production wells.

The proposed injection wells facilities and a percolation pond (Project) are located east of General Jim Moore Boulevard (GJM) and south of Eucalyptus Road, along Blue Line Road within the former Fort Ord. This land is within the city limits but owned by the Fort Ord Reuse Authority (FORA). The first phase of the Project construction is nearly complete, having completed construction of the deepest injection well into the Seaside Basin. Two additional injection wells are proposed to be constructed in 2018 as a part of the Project Phase 2.

Project Phase 2 also includes construction of a percolation basin to be used to maintain the wells. The percolation basin would allow water extracted from the wells to infiltrate into the Seaside Basin. Previously, the City Council authorized the Fort Ord Reuse Authority (FORA) to approve a percolation basin be located near the Blue Line Road as shown in Attachment A. This location is on a knoll that is elevated above a natural catchment, the San Pablo Depression (Depression). Additionally, there is a stand of trees where this percolation basin would be constructed, shown in Attachment B.

Monterey One Water is requesting that the percolation basin be allowed to be relocated to the Depression, shown in Attachment C, for the following reasons:

1. The Depression is a natural catchment for the area and has no outlet to a surface water body or water course. Runoff from the neighboring undevelopable Bureau of Land Management land could also discharge to this area.
2. No trees would be required to be removed at the Depression. An existing tree is currently protected and would continue to be protected (Attachment D).
3. The Depression is located on a narrow strip of land between GJM and Blue Line Road and would be difficult to develop.
4. Development in this area is limited due to the narrow width, fire break requirement, and is a preferred location for a road connecting this area to General Jim Moore Blvd.
5. The Depression is located below the General Jim Moore grade (Attachment E).
6. The Depression is within the approved area shown in Attachment F.

It is recommended that the City Council approve a resolution authorizing the Fort Ord Reuse Authority to allow Monterey One Water to occupy land in order to construct improvements on the former Fort Ord Lands east of General Jim Moore Blvd and south of Eucalyptus Road (APN 031-211-001 AND 031-151-062) for the Pure Water Monterey Project.

ENVIRONMENTAL COMPLIANCE

An Environmental Impact Report for the Pure Water Monterey Groundwater Replenishment Project was approved on October 8, 2015 by the MRWPCA, SCH No. 2013051094.

FISCAL IMPACT

There is no fiscal impact for allowing Monterey One Water to occupy the land.

ATTACHMENTS

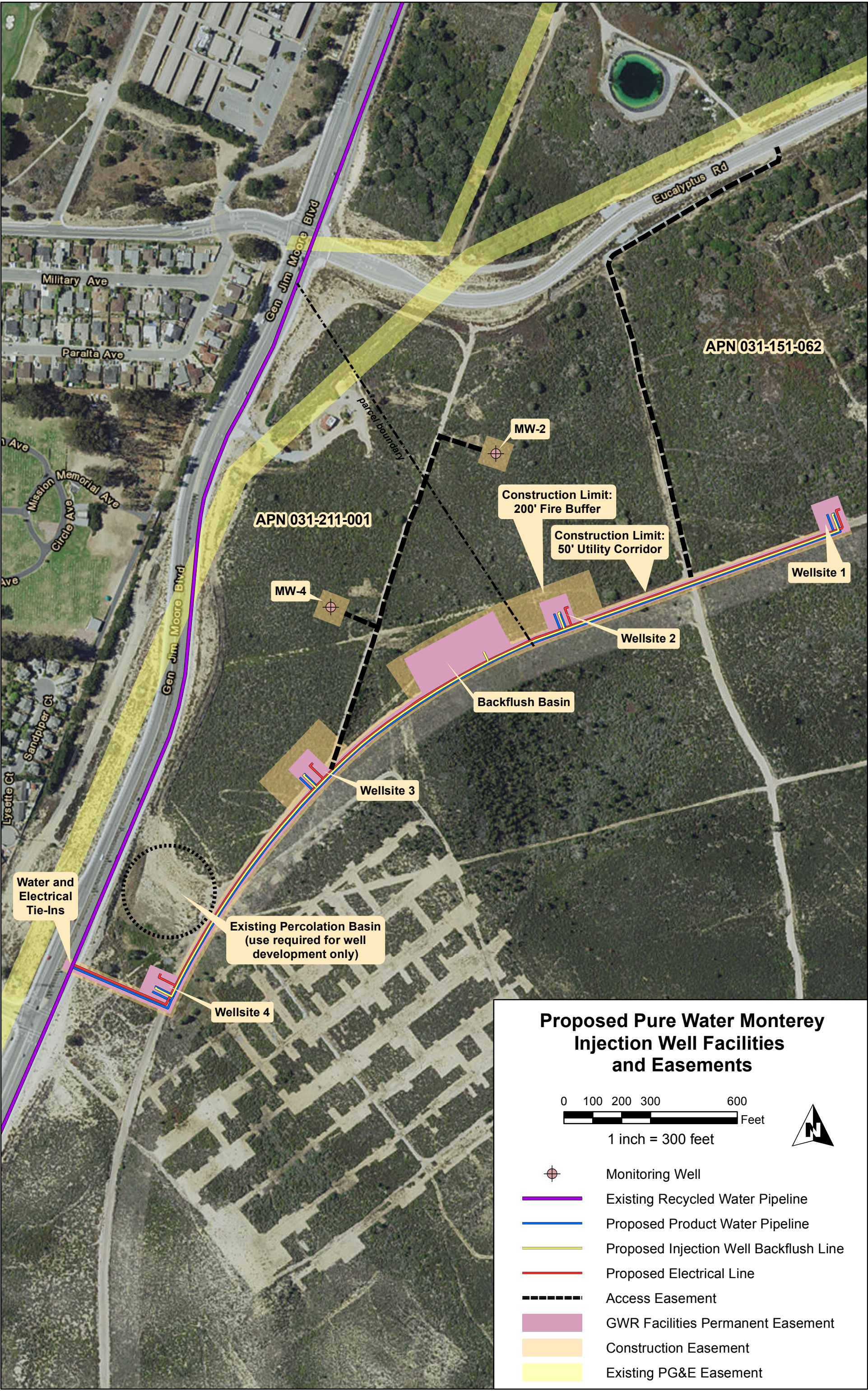
1. Attachment A
-

2. Attachment B
 3. Attachment C
 4. Attachment D
 5. Attachment E
 6. Attachment F
 7. Resolution
 8. Exhibit A
-

Reviewed for Submission to the
City Council by:



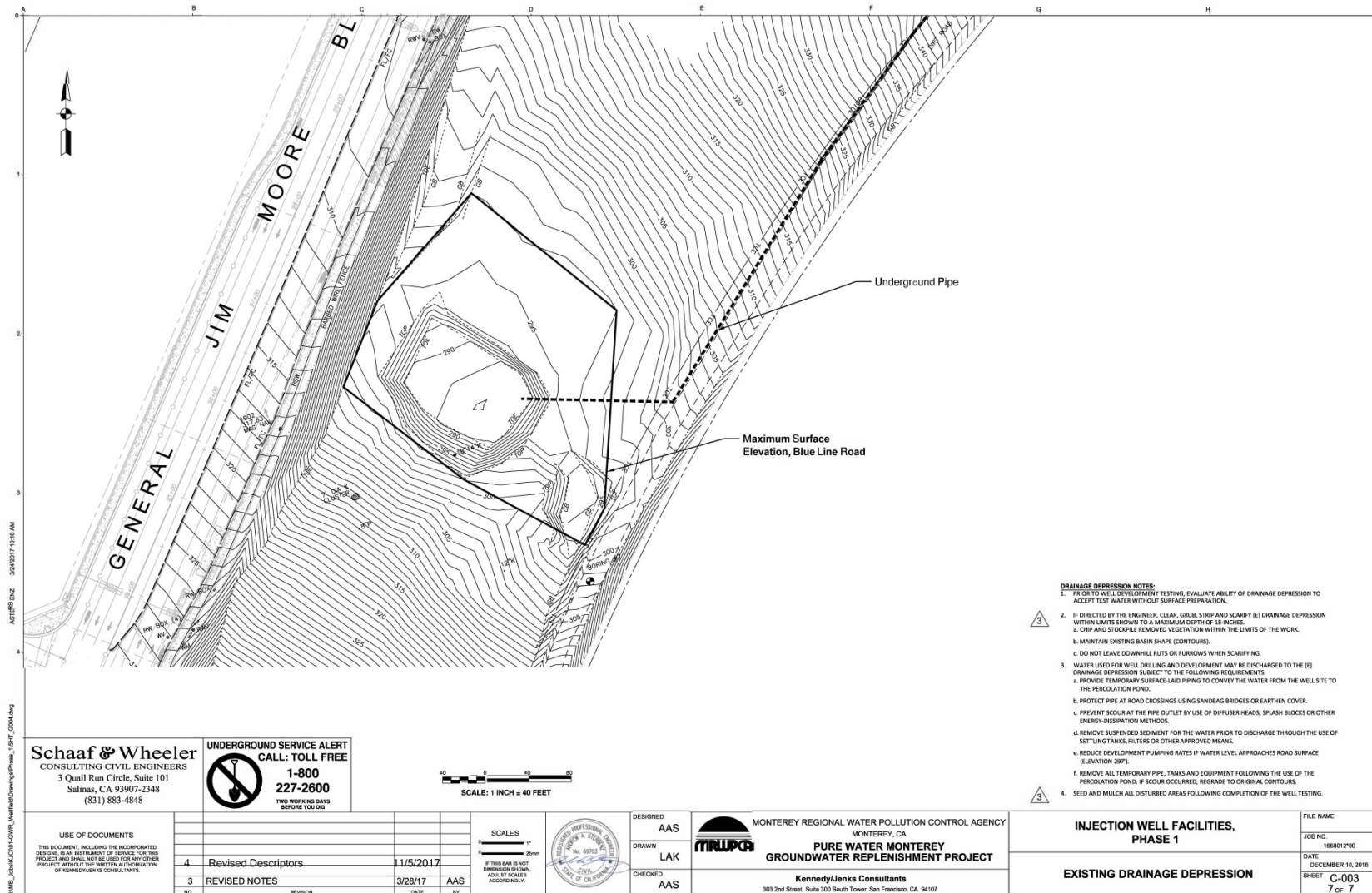
Craig Malin, City Manager



Attachment B – Previously Proposed Location of Percolation Basin on a Knoll
Monterey One Water Pure Water Monterey Groundwater Replenishment Project



Attachment C –Proposed Location of Percolation Basin at the Depression Monterey One Water Pure Water Monterey Groundwater Replenishment Project



Attachment D – Oak Tree at Proposed Location of Percolation Basin at the Depression
Monterey One Water Pure Water Monterey Groundwater Replenishment Project



Attachment E – Proposed Location of Percolation Basin at the Depression
Monterey One Water Pure Water Monterey Groundwater Replenishment Project





RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE FORT ORD REUSE AUTHORITY TO ALLOW MONTEREY ONE WATER, PREVIOUSLY KNOWN AS MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, TO OCCUPY LAND IN ORDER TO CONSTRUCT IMPROVEMENTS ON THE FORMER FORT ORD LANDS EAST OF GENERAL JIM MOORE BLVD AND SOUTH OF EUCALYPTUS ROAD (APN 031-211-001 AND 031-151-062) FOR THE PURE WATER MONTEREY PROJECT

WHEREAS Monterey One Water, in partnership with Monterey Peninsula Water Management District, is constructing Pure Water Monterey Groundwater Replenishment Project; and

WHEREAS, the proposed injection wells facilities including a percolation pond (the Project) are located east of General Jim Moore Boulevard (GJM) and south of Eucalyptus Road, along Blue Line Road within the former Fort Ord. This land is within the city limits but owned by the Fort Ord Reuse Authority (FORA); and

WHEREAS, Monterey One Water is requesting that the percolation basin be allowed to be located to the Depression, shown in Exhibit A; and

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council authorize the Fort Ord Reuse Authority to allow Monterey One Water to occupy land as shown in Exhibit A, attached hereto, in order to construct improvements on the former Fort Ord Lands east of General Jim Moore Blvd and south of Eucalyptus Road (APN 031-211-001 AND 031-151-062) for the Pure Water Monterey Project.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 16th day of November, 2017 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

**LEGAL DESCRIPTION
LAND CONTAINING A DRAINAGE DEPRESSION**

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of the parcel designated "Seaside IV-B" as shown on the map recorded in Volume 23 of Surveys, at Page 95 in the office of the County Recorder of said County, described as follows:

Beginning at a point on a line that is parallel with the southeasterly boundary of said parcel "Seaside IV-B" and distant 40.00 feet northwesterly therefrom, said point bears South 10°00'05" West, 2,600.38 feet from a brass disk stamped "LS 5321" in a monument well in the centerline of General Jim Moore Boulevard at the intersection with Coe Avenue as shown on the map recorded in Volume 32 of Surveys at Page 38, in the office of the County Recorder of said county; thence

- 1) North 65°03'00" West, 100.00 feet; thence
- 2) North 36°21'36" West, 43.51 feet; thence
- 3) North 61°16'15" West, 52.55 feet; thence
- 4) North 42°38'54" West, 21.97 feet; thence
- 5) North 28°58'23" West, 47.62 feet; thence
- 6) North 27°10'44" East, 59.48 feet; thence
- 7) North 49°02'00" East, 25.93 feet; thence
- 8) South 76°54'10" East, 61.90 feet; thence
- 9) South 46°56'10" East, 77.60 feet; thence
- 10) South 05°59'02" East, 45.28 feet; thence
- 11) South 11°43'07" West, 42.22 feet; thence
- 12) South 50°08'47" West, 35.94 feet; thence
- 13) South 65°03'00" East, 85.02 feet to a point on a line that is parallel with the southeasterly boundary of said parcel "Seaside IV-B" and distant 40.00 feet northwesterly therefrom; thence along said parallel line
- 14) Southwesterly 20.01 feet, more or less, along the arc of a non-tangent curve to the left having a radius of 2,540.00 feet (a radial bearing to the center point of said curve bears South 63°28'15" East), through a central angle of 00°27'05", more or less, to the Point of Beginning.

Containing 0.502 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



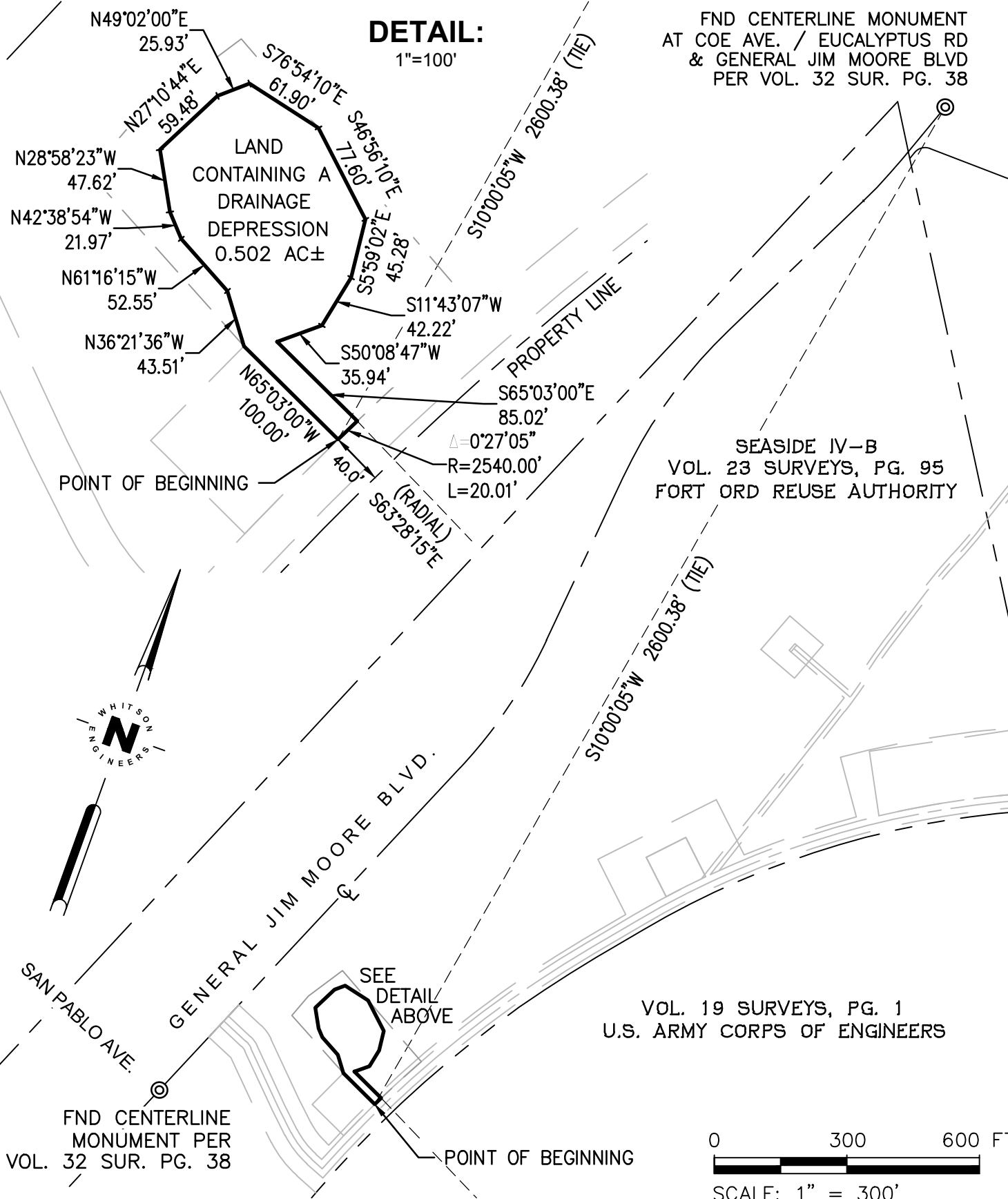
RICHARD P. WEBER, LS
L.S. No. 8002



DETAIL:

1"=100'

FND CENTERLINE MONUMENT
AT COE AVE. / EUCALYPTUS RD
& GENERAL JIM MOORE BLVD
PER VOL. 32 SUR. PG. 38



**PLAT TO ACCOMPANY DESCRIPTION
OF LAND CONTAINING A
DRAINAGE DEPRESSION**

CITY OF SEASIDE, COUNTY OF MONTEREY, CA

OCTOBER 30, 2017

WE WHITSON ENGINEERS

6 Harris Court ■ Monterey, CA 93940

831 649-5225 ■ Fax 831 373-5065

CIVIL ENGINEERING ■ LAND SURVEYING ■ PROJECT MANAGEMENT



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Economic Development Manager

DATE: November 16, 2017

**SUBJECT: APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU)
TO DESIGNATE TRANSPORTATION AGENCY FOR MONTEREY
COUNTY (TAMC) AS THE LEAD AGENCY FOR ENVIRONMENTAL
REVIEW FOR THE PROPOSED FORT ORD REGIONAL TRAIL AND
GREENWAY (FORTAG)**

PURPOSE

Consideration of a memorandum of understanding (MOU) to designate Transportation Agency for Monterey County (TAMC) as the lead agency for environmental review for the proposed Fort Ord Regional Trail and Greenway (FORTAG) and will coordinate with all participating jurisdictions and other stakeholders to conduct the environmental review of FORTAG, a proposed 24.2 mile continuous 12-ft wide paved bicycle and pedestrian trail with an open space buffer on both sides.

RECOMMENDATION

That the City Council approve the Memorandum of Understanding with the Transportation Agency of Monterey County for the FORTAG California Environmental Quality Act Environmental Impact Report.

BACKGROUND

FORTAG is a proposed regional active transportation corridor which was identified in Measure X as a regional bike and pedestrian safety project. To facilitate consideration and potential development of this multi-jurisdictional project, TAMC is proposing to serve as the lead agency for program-level environmental review.

FORTAG is a grassroots proposal developed by private citizens and is part of a larger effort to connect communities in former Fort Ord to each other and to education, employment,

community and recreation centers. FORTAG is a proposed new paved regional active transportation route that will serve as a safe pedestrian and bicycle corridor connecting Seaside, Marina, Del Rey Oaks, Monterey, and unincorporated community residents to CSUMB, Fort Ord National Monument, and the Monterey Bay Sanctuary Scenic Trail.

The FORTAG concept is proposed as a 24.2 mile continuous 12 ft wide paved bicycle and pedestrian trail with an open space buffer on both sides. Additionally, FORTAG will connect to 7.5 miles of existing Monterey Bay Sanctuary Scenic Trail. FORTAG is designed to accommodate people of all ages and abilities, and will have an open space buffer for the majority of the route.

The FORTAG project is consistent with the goals and policies in the Regional Transportation Plan, and Bicycle & Pedestrian Master Plan, as well as the City of Seaside General Plan to promote more bicycle and pedestrian opportunities. Since its inception in 2012, several key milestones have been achieved: August 2015 TAMC board directed staff to identify funding; March 2016 FORA board adopted a trails concept following the FORTAG alignment; November 2016 Monterey County voters approved Measure X that identified a \$20 million allocation for FORTAG.

Environmental review is the next step to move FORTAG into actual project development and to make the project more competitive for State and Federal grants. CEQA guidelines state when more than one public agency meets the criteria for being a Lead Agency, public agencies may designate a Lead Agency by agreement. TAMC has coordinated with the Cities of Marina, Seaside, Del Rey Oaks, and Monterey, and also the County of Monterey on developing the MOU which will designate TAMC as the Lead Agency for CEQA environmental review.

FISCAL IMPACT

There is no fiscal impact at this time.

ATTACHMENTS

1. FORTAGmou

Reviewed for Submission to the
City Council by:



Meeting Date: November 16, 2017

Craig Malin, City Manager

**MEMORANDUM OF UNDERSTANDING
FOR THE DESIGNATION OF LEAD AGENCY BY AND AMONG
THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY,
THE CITY OF MARINA,
THE CITY OF SEASIDE,
THE COUNTY OF MONTEREY,
THE CITY OF MONTEREY,
THE CITY OF DEL REY OAKS**

THIS AGREEMENT FOR THE DESIGNATION OF LEAD AGENCY, made and entered into as of _____, 2017, by and among the Transportation Agency for Monterey County (“TAMC”), the City of Marina (“Marina”), the City of Seaside (“Seaside”), the County of Monterey (“County”), the City of Monterey (“Monterey”), the City of Del Rey Oaks (“Del Rey Oaks”), is made with reference to the following facts and circumstances:

RECITALS

WHEREAS, the former Fort Ord was decommissioned in YEAR1994 and the Fort Ord Reuse Authority (the “Authority”) was created pursuant to California Government Code Section 67650 *et seq.* (the “Authority Act”) in order to facilitate the disposition, development and maintenance of former Fort Ord lands; and

WHEREAS, the Authority prepared and adopted a Base Reuse Plan (“BRP”) and reviewed and certified a Base Reuse Plan Environmental Impact Report (“BRP EIR”) in 1996; and

WHEREAS, included within the BRP was the concept of developing trails and connections between and through open space and habitat lands in order to foster recreation and educational activities related to the qualities of much of the land of the former Fort Ord; and

WHEREAS, a proposal to create a regional active transportation route to serve as a safe pedestrian and bicycle corridor connecting Seaside, Marina, Del Rey Oaks, Monterey and unincorporated areas within and adjacent to former Fort Ord lands, currently known as the Fort Ord Regional Trail and Greenway (FORTAG) Paved Transportation Corridor, as shown on the concept map attached hereto as **Exhibit A**, (the “FORTAG Project”) has been put forward by members of the community; and

WHEREAS, the FORTAG Project, if approved, would affect, and be carried out or approved by, several land use jurisdictions, including the parties hereto; and

WHEREAS, the FORTAG Project would likely involve the dedication of land, the issuance of permits, the development of paved surfaces, the possible disturbance of habitat lands, and actions associated with the continued maintenance of such infrastructure, thus requiring environmental review; and

WHEREAS, the California Environmental Quality Act (“CEQA”) provides that where a proposed project is to be carried out or approved by more than one public agency, an agency is to be determined to be the Lead Agency under CEQA, and such Lead Agency is to be responsible for preparing the appropriate environmental documentation; and

WHEREAS, Section 15051(d) of CEQA Guidelines (14 CCR § 15051) also provides that where more than one public agency meets the criteria for being a Lead Agency, the public agencies may designate a Lead Agency by agreement; and

WHEREAS, TAMC is a regional transportation planning agency, whose purpose includes the development of a multimodal transportation system that enhances mobility, safety, access, environmental quality, and economic activities in Monterey County; and

WHEREAS, the FORTAG Project was identified in TAMC’s Transportation Safety and Investment Plan as a potential regional project for pedestrian and bicycle safety in Measure X, approved by the voters in November, 2016.

NOW, THEREFORE, TAMC, Marina, Seaside, County, Monterey and Del Rey Oaks, (collectively the “Parties”) hereby agree as follows:

AGREEMENT

1. RECITALS. The Recitals set forth above are incorporated herein and constitute an integral part of this Agreement.

2. DESIGNATION OF LEAD AGENCY. The Parties agree that TAMC shall be designated as the Lead Agency for the purpose of environmental review of the FORTAG

Project, as preliminarily described herein. TAMC may employ one or more consultants to assist in TAMC's duties as Lead Agency. Further reference to TAMC in this Agreement shall include any of TAMC's officers, employees or consultants.

3. PRELIMINARY DESCRIPTION OF FORTAG PROJECT FOR PURPOSES OF PROJECT DESCRIPTION FOR ENVIRONMENTAL REVIEW:

- a. A continuous 12-foot wide paved bikeway with open space buffer on both sides in two general loops: a Northern Loop and a Southern Loop.
- b. The Northern Loop encircles Marina, following a 13-mile route that includes 3 miles of an existing Coastal Recreation Trail.
- c. The Southern Loop encircles Seaside and bisects Del Rey Oaks, following a 15-mile route that includes 4 miles of existing Coastal Recreation Trail.
- d. The entire FORTAG Project will include spurs connecting the routes with existing and planned bicycle and pedestrian infrastructure, and will provide links to unpaved trails.
- e. It is anticipated that the FORTAG Project, if approved, will be developed in a series of segments by and through a number of jurisdictions.

4. ANTICIPATED SCOPING OF ISSUES. The Parties shall cooperate with each other and especially with TAMC as Lead Agency, to participate in scoping activities and other activities and review necessary to the preparation of appropriate environmental review as determined by TAMC.

5. DESIGNATION OF ANTICIPATED RESPONSIBLE AGENCIES. The cities of Del Rey Oaks, Marina, Monterey, Seaside, and the County of Monterey are hereby designated as "Responsible Agencies" under CEQA for the purposes of the FORTAG Project, as conceptually described herein. As such, each of these designated entities shall actively participate in the environmental review process undertaken by TAMC, including the review and provision of comments, and shall otherwise follow the requirements of Responsible Agencies, provided, however, that the designation made herein shall not require an agency to be a Responsible Agency, nor forbid an agency from being a Responsible Agency, if the information generated by environmental review indicates otherwise.

6. FISCAL RESPONSIBILITY OF THE PARTIES. TAMC, as Lead Agency, shall be responsible for the costs of conducting the environmental review of the FORTAG

Project, up to and including possible approval of the environmental document, and litigation (if any) related to such approval. Each Responsible Agency shall be responsible for its own actions, including costs related to the active participation in the environmental review process, and any actions that may be taken by a Responsible Agency subsequent to possible approval of the environmental document by TAMC.

7. COOPERATION BY PARTIES/BEST EFFORTS. Each Party shall use its best efforts to cooperate with each other, and to work with third parties, to eliminate obstacles to the timely environmental review and consideration of the FORTAG Project. The Parties shall designate appropriate staff to confer, as needed, to facilitate environmental review.

8. NO PROMISE OR REPRESENTATION OF APPROVAL. It is expressly agreed and understood that by entering into this Agreement no Party is making any promise, representation or commitment to give special treatment to, or exercise its discretion favorably with respect to the final consideration and possible approval of the FORTAG Project.

[DECLINED LANGUAGE]

9. INTERPRETATION OF THIS NEGOTIATED AGREEMENT. This Agreement has been arrived at through good faith negotiation between the Parties; each Party waives the provisions of Civil Code Section 1654 concerning the interpretation of this Agreement.

10. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. Each party hereto shall act in good faith to expeditiously carry out each party's respective obligations under this Agreement.

11. AMENDMENTS OR MODIFICATIONS. No amendment to, or modification of, this Agreement shall be valid or enforceable unless set forth in writing and signed by each of the Parties hereto.

12. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the

Parties and supersedes all prior agreements, negotiations or representations with respect to the Property which are not expressly set forth herein.

14. DISPUTE RESOLUTION. The purpose of this Agreement is to designate TAMC as Lead Agency for purposes of environmental review of the FORTAG Project. The parties agree to follow the California Environmental Quality Act and its regulations relative to any disputes concerning the substance or process of environmental review conducted by TAMC as Lead Agency.

15. GOVERNING LAW & VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. EXHIBITS. All exhibits and addenda referred to in this Agreement are attached hereto and incorporated herein by reference.

17. SEVERABILITY CLAUSE. If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid, unenforceable, or contrary to public policy, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

18. EFFECTIVE DATE. This Agreement shall take effect only upon execution by all of the parties hereto.

IN WITNESS WHEREOF, each Party hereto has executed this Agreement on the date set forth opposite their respective signatures. Each person signing represents that he or she holds full authority to enter this Agreement, and by signing intends to bind their principal to the terms hereof.

[signatures on following pages]

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

CITY OF MARINA

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

CITY OF SEASIDE

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

COUNTY OF MONTEREY

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

CITY OF MONTEREY

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____

CITY OF DEL REY OAKS

Date: _____

By: _____

APPROVED AS TO FORM:

By: _____



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Craig Malin, City Manager

BY: Acting Police Chief Judy Veloz

DATE: November 16, 2017

SUBJECT: **APPROVE A RESOLUTION APPROVING THE PURCHASE OF BODY WORN CAMERAS, THE REPLACEMENT OF CONDUCTIVE ELECTRICAL WEAPONS AND IMPLEMENT EVIDENCE.COM CLOUD DATA STORAGE FOR THE SEASIDE POLICE DEPARTMENT, USING A SOLE SOURCE VENDOR AGREEMENT WITH AXON (AKA TASER), FOR A TOTAL FIVE YEAR COST OF \$315,000 AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT.**

PURPOSE

The purpose of this item is to approve a resolution for the purchase of Body Worn Camera's (BWC's); to replace the Seaside Police Department's Conductive Electrical Weapons (CEW's); and implement Evidence.com cloud data storage for the Seaside Police Department using a sole source vendor agreement with Axon (Aka TASER).

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the equipment purchases, approving the agreement with Axon, and authorizing the City Manager to sign all necessary documents.

BACKGROUND

The City Council has had the opportunity to discuss this item at length during the June 27, 2017 November 2, 2017 City Council meetings. The Council discussions included pre buffering, stability on the uniform, issues with continuous recordings, recalling of data, data mining, machine profiling, and the pros and cons of keeping the data in house or contracting for a service to manage the data. Staff responded to all concerns and at the November 2, 2017 meeting, the City Council recommended that the item be agendized for action.

Legal Review

The City Attorney has reviewed and approved the contract for services.

FISCAL IMPACT

The five-year purchase price for 40 BWC's, 40 CEW's, various aftermarket items and training is approximately \$308,000. Axon has agreed to amortize the costs over five years, interest free, as follows:

- FY 17/18: \$88,798 (includes tax and shipping), plus \$10,000 for 3 additional training days, and miscellaneous costs.
- FY 18/19: \$54,720
- FY 19/20: \$54,720 – Free camera upgrade at 30 months
- FY 20/21: \$54,720
- FY 21/22: \$54,720 – Free camera upgrade at 60 months

The total five-year cost for the hardware, software, training and miscellaneous items is approximately \$318,000. If approved, each year's cost will be incorporated into the corresponding SPD's Fiscal Year General Fund Budget.

If approved, there will be (1) full-time, non-sworn person to manage the programs and public record requests. On April 6, 2017, the City council approved a cost neutral Police Department reorganization which included an additional Police Services Assistant to manage this program. These costs are included in the Proposed 2017/2018 Budget and going forward the costs will also be incorporated into the corresponding SPD's Fiscal Year General Fund Budget.

The following chart projects each Fiscal Year's approximate total cost, including estimated personnel costs;

YEAR	AXON COSTS	AXON EVIDENCE MOBILE STORAGE	MISC COSTS	PERSONNEL COSTS	ESTIMATED TOTAL
FY 17/18	\$63,500	-0-	\$10,000	\$90,000	\$163,500
FY 18/19	\$54,720	-0-	-0-	\$95,000	\$150,000
FY 19/20	\$54,720	-0-	-0-	\$100,000	\$155,000
FY 20/21	\$54,720	-0-	-0-	\$105,000	\$160,000
FY 21/22	\$54,720	-0-	-0-	\$110,000	\$165,000

\$90,000 costs for fiscal year 2017/2018 are included in the Proposed Budget for 2017/2018.

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the equipment purchase, approving the agreement with Axon, and authorizing the City Manager to sign all necessary documents.

ATTACHMENTS

1. Draft BWC Policy
 2. Contract Attachement A
 3. Contract Attachement B
 4. Contract Attachement C
 5. Contract Attachement D
 6. Contract Attachement E
 7. Contract Attachement F
 8. Contract Attachement G
 9. Contract Attachement H
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

450.1 PURPOSE AND SCOPE

Best Practice

This policy provides guidelines for the use of portable (Body Worn Cameras - BWC) and Mobile Audio Video (MAV) recording devices by members of this department while in the performance of their duties.

BWC/MAV recordings are intended to assist and compliment officers in the performance of their duties. When these systems are used to record enforcement activities, they can provide a valuable visual and audio record of the incident. It is anticipated this evidence will:

- Provide a transparent record of encounters with law enforcement;
- Assist members in report writing;
- Provide evidence in criminal investigations; and,
- Protect officers from unfounded allegations of misconduct.

This policy does not apply to interviews or interrogations conducted at any Seaside Police Department facility, authorized undercover operations, wiretaps or eavesdropping (concealed listening devices).

450.1.1 DEFINITIONS

Agency Content

Definitions related to this policy include:

- (a) "Activate" - Any process that causes the BWC or MAV system to transmit or store video or audio data in an active mode.
- (b) "Body Worn Camera (BWC) and Portable Audio Video Recorder System" - Synonymous terms which refer to any system that captures audio and video signals, that is mounted on an officer's person that captures audio and video signals.
- (c) "In-car camera system and Mobile Audio Video (MAV) System" - Synonymous terms which refer to any system that captures audio and video signals that is capable of installation in a vehicle.
- (d) "Recorded Media" - Audio-video signals recorded or digitally stored on a storage device or portable media.
- (e) "Officer - Involved Critical Incident" - is any incident in which a Peace Officer (Officer), acting under color of authority, is directly involved in the following:
 - 1. Any discharge of a firearm by an Officer which proximately causes the death of, or injury to another.
 - 2. An intentional use of any other deadly or dangerous weapon by an Officer which proximately causes the death of, or injury likely to produce death to another.

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3. An intentional act on the part of the Officer which proximately causes the death of, or injury likely to produce death to another.
4. Any death of a person while in custody, or under Officer control.

450.2 POLICY

Best Practice

The Seaside Police Department will provide members with access to portable recorders, either audio or video or both, for use during the performance of their duties. The use of recorders is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public.

450.3 BWC/MAV SYSTEMS COORDINATOR

State

The SPD may utilize a server which is managed, owned and housed by City of Seaside Information Technology professionals. The SPD may also utilize a secure cloud-based solution which is managed by an experienced and reputable third-party vendor.

The Chief of Police or the authorized designee shall appoint a member of the Department to coordinate the use and maintenance of portable body worn cameras and audio/video recording devices and the storage of recordings, including (Penal Code § 832.18):

- (a) Establishing a system for downloading, storing and security of recordings.
- (b) Designating persons responsible for downloading recorded data.
- (c) Establishing a system for tagging and categorizing data according to the type of incident captured.
- (d) Establishing a system to prevent tampering, deleting and copying recordings and ensure chain of custody integrity.
- (e) Working with legal counsel to ensure an appropriate retention schedule is being applied to recordings and associated documentation.
- (f) Maintaining logs of access and deletions of recordings.
- (g) Establishing a maintenance system to ensure availability of operable BWC/MAV audio/video recording devices.
- (h) Training

At reasonable intervals, the BWC/MAV System Coordinator (or their designee) should validate that logs reflect the proper chain of custody, including:

- (a) The tracking number of the BWC/MAV system media.
- (b) The date it was issued.
- (c) The law enforcement operator or the vehicle to which the BWC/MAV was issued.
- (d) The date it was submitted.

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- (e) Law enforcement operators submitting the media.
- (f) Holds for evidence indication and tagging as required.
- (g) Ensure that the date and time being recorded accurately reflects the actual date and time.

450.3.1 SYSTEM OPERATIONAL STANDARDS

Agency Content

- (a) MAV system vehicle installations should be based on officer safety requirements and the vehicle and device manufacturer's recommendations.
- (b) The BWC/MAV system should be configured to minimally record for 30 seconds prior to an event.
- (c) The BWC/MAV system may not be configured to record audio data occurring prior to activation.
- (d) Officers shall not erase, alter, reuse, modify or tamper with BWC/MAV recordings. Only the BWC/MAV System Coordinator or their designee may erase and reissue previous recordings and may only do so pursuant to the provisions of this policy.
- (e) To prevent damage, original recordings shall not be viewed on any equipment other than the equipment issued or authorized by the BWC/MAV Coordinator or their designee.

450.3.2 DELETION OF ACCIDENTAL RECORDING

Agency Content

In the event of an activation of a BWC/MAV where the resulting recording contains personal and/or private conversations of an officer unrelated to any ongoing criminal or internal affairs investigation, or otherwise has no valid official purpose, and which has no apparent evidentiary or investigatory value, an officer may request for the deletion of the accidentally recorded BWC/MAV file by submitting a written request to the BWC/MAV Coordinator.

In the event of an activation of a BWC/MAV where the Chief of Police or their designee, determines that a BWC/MAV recording contains personal and/or private conversations or images of any individual unrelated to an ongoing criminal or internal affairs investigation, or otherwise has no valid official purpose, and which has no apparent evidentiary or investigatory value, it may be deleted after sixty days.

450.4 MEMBER PRIVACY EXPECTATION

Best Practice

All recordings made by members on any department-issued device at any time, and any recording made while acting in an official capacity for this department, regardless of ownership of the device it was made on, shall remain the property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

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Members are prohibited from using personally owned recording devices while on-duty.

450.4.1 BODY WORN CAMERA (BWC) PORTABLE RECORDER

Agency Content

Prior to going into service, each sworn member working in a uniformed capacity will be responsible for making sure that he/she is equipped with a BWC portable recorder issued by the Department, and that the recorder is in good working order at the beginning of their shift. If the recorder is not in working order or the member becomes aware of a malfunction at any time, the member shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as reasonably practicable. Uniformed members should wear the recorder in a conspicuous manner or otherwise notify persons that they are being recorded, whenever reasonably practicable. The recorder will be positioned in a location that will facilitate an optimum recording field of view. This location may vary from officer to officer based upon his/her specific uniform and body composition.

Note: This section is inclusive of all uniform types (i.e. bicycle patrol, CLO, SRO, Special Events, etc.), but is not meant to include members working as detectives unless otherwise engaged in a preplanned operation. This will also not include uniformed officers who primarily work in an office setting.

Any member assigned as a detective may carry an approved portable recorder at any time the member believes that such a device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner when in use or otherwise notify persons that they are being recorded, whenever reasonably practicable.

450.4.2 MOBILE AUDIO/VIDEO (MAV) IN-CAR RECORDER

Agency Content

At the start of each shift, members utilizing vehicles equipped with a MAV should test the MAV system's operation in accordance with manufacturer specifications and department operating procedures and training. If the system is malfunctioning, the officer shall take the vehicle out of service unless a supervisor requests the vehicle remain in service.

The SSPDs BWC/MAV system is configured to automatically capture the user's unique identification when the officer logs into the system and the date and time of each recording. Each member is responsible for ensuring that their assigned BWC is uploaded during their shift as needed or at the completion of their shift, or at any time the device's memory is deemed to be full. The MAV system automatically downloads recordings to the network server via a secure access point anytime officers arrive at the SPD. (§832.18 (b)(1) & (2) PC)

450.4.3 SUPERVISOR RESPONSIBILITIES

State

Supervisors will ensure that officers utilize the BWC/MAV according to these policy guidelines.

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Supervisors should determine if vehicles with non-functioning MAV systems should be placed into service. If these vehicles are placed into service, this will be documented in the Daily Shift Report (DSR).

When an incident arises that requires the immediate retrieval of the recorded media (e.g., serious crime scenes, Officer-Involved Critical Incidents, department-involved collisions), a supervisor shall respond to the scene and ensure that the appropriate supervisor, or BWC/MAV Coordinator (or their designee) properly retrieves the recorded media (Penal Code § 832.18). The media may need to be treated as evidence and should be handled in accordance with current evidence procedures for recorded media.

At reasonable intervals, supervisors should validate that beginning and end-of-shift recording procedures are followed.

450.4.4 DOCUMENTING BWC/MAV USE

Agency Content

Members should not use the fact that a recording was made as a reason to write a less detailed report. BWC/MAV video cannot substitute for the collection of physical evidence such as fingerprints, documents, photographs or other important evidentiary items that are considered part of the criminal investigation. These items must be properly collected and booked into evidence.

Members should document the existence of a recording in any report or other official record of the contact, when the incident requires a reporting record per policy. If no police report is filed for the recorded encounter, then the reason(s) should be recorded on the citation, CAD event or Field Interview documentation process. Members shall ensure recorded incidents are properly tagged in the recording system.

Anytime the recording is terminated prior to the end of the encounter, the reason(s) should be documented both on the BWC/MAV recording before deactivation and in the subsequent police report. If no police report is filed for the recorded encounter, then the reason(s) for the early termination should be recorded on the citation, CAD event or Field Interview documentation process.

Members will document anytime they become aware that the recording malfunctioned, in the same manner. Personnel involved in Officer-Involved Critical Incidents shall notify the responding supervisor of any recordings of the critical incident. The supervisor shall download the recording as soon as practical and assign the recording to the Officer-Involved Critical Incident category.

450.6 ACTIVATION OF THE PORTABLE RECORDER

Best Practice

This policy is not intended to describe every possible situation in which the portable BWC or MAV recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.

The recorder shall be activated in any of the following situations:

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- (a) All field contacts involving actual or potential criminal conduct including:
 - Investigative and Enforcement contacts,
 - Stops/Detentions,
 - Field Interview (FI) situations/ Citations,
 - Arrests (this includes taking or attempting to take persons into custody, i.e., an arrest, foot pursuit, protective custody of mentally disturbed person, etc.)
 - Verbal or Physical confrontations,
 - Use of force,
 - Suspicious vehicles,
 - Searches (persons, vehicles, homes, probation, PRCS, consent, etc.),
 - Service of search or arrest warrants
 - Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording,
 - Preplanned Operations (regardless of assignment)
- (b) Traffic stops including, but not limited to;
 - Traffic violations,
 - Stranded motorist assistance,
 - DUI Investigations including field sobriety tests,
 - All crime interdiction stops
- (c) Prior to a call for service that would require activation.
- (d) Emergency Vehicle Responses (Code 3 driving)
- (e) Pursuits (vehicle, bike, foot, etc.)
- (f) Statements
 - Suspect statements

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- Witness Victim statements (refer to Victim and Witness Statement section of this policy)

Officers shall activate BWC/MAV recordings when responding in a support capacity. This is to obtain additional perspectives of the incident scene.

Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate Law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording. Officers shall not be required to activate or deactivate their BWC/MAV based solely on the requests or demands of a citizen, but rather rely on their training and this policy to direct their use of the BWC/MAV systems.

At no time is a member expected to jeopardize his/her safety in order to activate a BWC/MAV recorder. However, the recorder shall be activated in situations described above as soon as reasonably practicable. Additionally, the Department recognizes human performance limitations during particularly stressful, critical situations. As such, officers shall activate their BWC/MAV prior to a call for service that requires activation. This will ensure the entire event is captured on the BWC/MAV.

The BWC/MAV system is integrated and designed to start recording on both devices whenever; the patrol unit's emergency lights are activated, the speed of the patrol vehicle exceeds 75 mph, the gun release is activated, or there is a collision. The system remains on until it is turned off manually. The BWC/MAV system can also be activated manually and should be activated manually by the officer whenever appropriate.

450.6.1 WHEN NOT TO ACTIVATE THE BWC OR MAV RECORDER

Agency Content

Personnel are not required to activate the camera system during routine, incidental contact with a citizen, (i.e. giving directions or lunch breaks).

Members will not knowingly activate the body-worn camera in the following circumstances:

- (a) A potential witness who requests to speak to an officer confidentially or desires anonymity (refer to Victim and Witness Statement section of this policy).
- (b) A victim or witness who requests that he or she not be recorded and the situation is not confrontational (refer to Victim and Witness Statement section of this policy)
- (c) A victim who requests that he or she not be recorded as a condition of cooperation and the interests of justice require such cooperation (refer to Victim and Witness Statement section of this policy).
- (d) During tactical briefings, or the discussion of safety and security procedures that occur away from the scene of an investigation or enforcement encounter (i.e. a nearby staging location or Command Post).
- (e) Strip Searches.

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- (f) Public or private locker rooms, changing rooms, restrooms, unless taking the police action as outlined in the "activation" section of this policy.
- (g) Doctor's or lawyer's offices, unless taking the police actions as outlined in the "activation" section of this policy.
- (h) Medical or hospital facilities, unless taking the police actions as outlined in the "activation" section of this policy.
- (i) Other places where individuals unrelated to the investigation are present and would have a reasonable expectation of privacy, unless taking the police actions as outlined in the "activation" section of this policy.
- (j) To surreptitiously record any department member without their consent, a court order, or unless lawfully authorized by the Chief of Police or designee for the purposes of a criminal investigation.
- (k) The monitoring of persons based solely upon the person's political or religious beliefs or upon the exercise of the person's constitutional rights to freedom of speech and religious expression, petition and assembly under the United States and California Constitutions, or because of the content or viewpoint of the person's protected speech is prohibited.
- (l) Whenever necessary to ensure conversations are not recorded between a person in custody and the person's attorney, religious advisor or physician, unless there is explicit consent from all parties to the conversation (Penal Code § 636).
- (m) While officers are engaged in conversations with individuals with whom the officer is in a privileged relationship (e.g. spouse, attorney, police peer counselor, labor representative, minister, etc.).

450.6.2 VICTIM AND WITNESS STATEMENTS

Agency Content

When conducting an investigation, the officer shall attempt to record the crime victim or witness' statement with the BWC/MAV. The recording may be valuable evidence that contributes to or compliments an investigation. While evidence collection is important, the Department also recognizes it is important for officers to maintain credibility with people wanting to share information with law enforcement.

On occasion, an officer may encounter a reluctant crime victim or witness who does not wish to make a statement on camera. In these situations, the officer should continue to develop rapport with the individual while balancing the need for evidence collection with the individual's request for privacy.

Should the officer use discretion and not record the crime victim or witness statement with the BWC/MAV, the officer shall document the reason for not fully recording the statement with the BWC/MAV.

450.6.3 SURREPTITIOUS USE OF THE PORTABLE RECORDER

State

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Members of the Department may surreptitiously record any conversation during the course of a criminal investigation in which the member reasonably believes that such a recording will be lawful and beneficial to the investigation (Penal Code § 633).

Members shall not surreptitiously record another department member without a court order unless lawfully authorized by the Chief of Police or the authorized designee.

450.6.4 CESSATION OF RECORDING

State

Once activated, the portable recorder should remain on continuously until the member reasonably believes that his/her direct participation in the incident is complete or the situation no longer fits the criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

Members shall cease audio recording whenever necessary to ensure conversations are not recorded between a person in custody and the person's attorney, religious advisor or physician, unless there is explicit consent from all parties to the conversation (Penal Code § 636).

450.6.5 EXPLOSIVE DEVICE

Best Practice

Many portable recorders, including body-worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

450.7 PROHIBITED USE OF PORTABLE RECORDERS

Best Practice

Members are prohibited from using department-issued portable recorders and recording media for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with department-issued or personally owned recorders. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the Department.

Members are prohibited from using personally owned recording devices while on-duty without the express consent of the Watch Commander. Any member who uses a personally owned recorder for department-related activities shall comply with the provisions of this policy, including retention and release requirements, and should notify the on-duty supervisor of such use as soon as reasonably practicable.

All data collected by a recorder is considered to be a law enforcement investigatory record and exempt from disclosure under Government Code § 6254(f).

Recordings shall not be used by any member for the purpose of embarrassment, harassment or ridicule.

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

450.8 TAGGING, IDENTIFICATION AND PRESERVATION OF RECORDINGS

Best Practice

To assist with identifying and preserving data and recordings, members shall tag these in accordance with procedure and document the existence of the recording in any related case report, citation, CAD or Field Interview process.

450.9 REVIEW OF RECORDED MEDIA FILES

Best Practice

All file viewing is for law enforcement use only and subject to a right to know and need to know basis.

Recordings may be reviewed in any of the following situations:

- (a) When preparing written reports, members should review their recordings as a resource (see the Officer-Involved Shootings and Deaths Policy for guidance in those cases). However, members shall not retain personal copies of recordings.
- (b) Supervisors are authorized to review relevant recordings any time they are;
 - 1. Conducting administrative investigations,
 - 2. Investigating alleged misconduct,
 - 3. Reviewing reports of meritorious conduct,
 - 4. Reviewing a Use of Force-Reviewing a Pursuit
 - 5. To assist in resolving a matter of fact
 - 6. To assess proper training value. (The Chief of Police or her/his designee may authorize the use of recordings for training purposes. If an involved officer objects to showing a recording, his/ her objection will be submitted to the Chief of Police or his/her designee to determine if the training value outweighs the officer's objection. In no event shall any recording be used or shown for ridiculing or embarrassing any employee.)
 - 7. To assess proper functioning of recorder systems
 - 8. To conduct periodic audits of the BWC/MAV activity to verify compliance of this policy.
- (c) Supervisors may view body-worn camera files to evaluate the performance of an officer in the Field Training Program and while on probation.
- (d) By an officer who is captured on or referenced in the recording and is reviewing the data for any purpose relating to her/his employment (ex., to prepare official reports, to prepare for court testimony or other legal processes, to prepare for an administrative interview).
- (e) Upon approval by a supervisor, by any member of the Department who is participating in an official investigation, such as a personnel complaint, administrative investigation or criminal investigation.
- (f) To review as part of a criminal case they are assigned to investigate.

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

- (g) Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
- (h) By media personnel with permission of the Chief of Police or the authorized designee.
 - 1. Due to the heightened privacy concerns associated with a recording, any recording disclosed to the media may be edited to preserve the privacy of individuals unrelated to the case who were captured by the recording when they had a reasonable expectation of privacy.
 - 2. When appropriate, court orders preventing or limiting the dissemination of the recording shall be secured prior to distribution.
 - 3. The Seaside Police Department shall notify involved Departmental personnel in the event the SPD releases any recording(s) to the media.
- (i) In compliance with a public records request, if permitted, and in accordance with the Records Maintenance and Release Policy.
- (j) At the discretion of the Chief of Police or his/her designee.

Supervisors who inadvertently discover policy violations will continue to have discretion to resolve the violation with training or informal counseling. Should the policy violation rise to the level of more formal discipline, the supervisor will adhere to policies set forth in the policy manual. Supervisors may not randomly access the BWC system for arbitrary or capricious purposes.

Access to the body-worn camera system is logged automatically with the date, time and name of person viewing the files.

450.10 RETENTION OF RECORDINGS

Best Practice

Recordings of the following "Evidentiary Data" should be retained for a minimum of two years (Penal Code § 832.18):

- (a) Incident involving use of force by an officer
- (b) Officer-involved shootings
- (c) Incidents that lead to the detention or arrest of an individual
- (d) Recordings relevant to a formal or informal complaint against an officer or the Seaside Police Department
- (e) Crime (investigating any type of crime)
- (f) Citation
- (g) Confrontational encounter

Recordings containing evidence that may be relevant to a criminal prosecution should be retained for any additional period required by law for other evidence relevant to a criminal prosecution (Penal Code § 832.18).

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

Recordings relating to Internal Affairs Complaints (externally or internally generated) shall be retained in accordance with Penal Code§ 832.5, or until the matter has been resolved, whichever is later.

Officer-Involved Critical Incident Data: All data concerning a critical incident shall be retained permanently.

All other recordings "Non-Evidentiary Data" should be retained for a period consistent with the requirements of the organization's records retention schedule but in no event for a period less than 365 days after which time it will be erased, destroyed or recycled in accordance with the established records retention schedule. (Evidence Code§ 34090.6 / Penal Code§ 832.18).

Records or logs of access and deletion of recordings should be retained permanently (Penal Code § 832.18).

450.10.1 RELEASE OF AUDIO/VIDEO RECORDINGS

Best Practice

All recordings should be reviewed by the Custodian of Records prior to public release (see the Records Maintenance and Release Policy). Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law or order of the court.

450.11 TRAINING

Agency Content

All members who are authorized to use the BWC/MAV system shall successfully complete an approved course of instruction prior to its use.

ATTACHMENT A

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:



Nick Borges
8317600963
(831) 899-6297
nborges@ci.seaside.ca.us

Quotation

Quote: Q-112052-1

Date: 4/21/2017 1:19 PM

Quote Expiration: 6/30/2017

Contract Start Date*: 7/1/2017

Contract Term: 5 years

AX Account Number:

107738

Bill To:
Seaside Police Dept. - CA
440 Harcourt Avenue
Seaside, CA 93955
US

Ship To:
Nick Borges
Seaside Police Dept. - CA
440 Harcourt Avenue
Seaside, CA 93955
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Tanner McCormick	480-905-2000	tmccormick@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	11528	FLEX 2 CAMERA, (ONLINE)	USD 449.00	USD 17,960.00	USD 0.00	USD 17,960.00
40	11532	FLEX 2 CONTROLLER	USD 150.00	USD 6,000.00	USD 0.00	USD 6,000.00
40	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11534	USB SYNC CABLE, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
45	11545	COLLAR MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
45	11546	EPAULETTE MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	80108	5 YEAR OFFICER SAFETY PLAN FLEX 2 CAMERA	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	80117	FIVE YEAR OFFICER SAFETY PLAN FLEX 2 CONTROLLER	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 245.00	USD 0.00	USD 245.00
7	11537	DOCK, FLEX 2, 6-BAY + CORE	USD 1,495.00	USD 10,465.00	USD 0.00	USD 10,465.00
7	80111	5 YEAR DOCK 2 OFFICER SAFETY PLAN SIX BAY + HUB DOCK 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80075	OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	USD 1,188.00	USD 47,520.00	USD 28,512.00	USD 19,008.00
40	11002	HANDLE, BLACK, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11004	WARRANTY, 4 YEAR, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	70116	PPM, SIGNAL	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	85144	AXON STARTER	USD 2,500.00	USD 2,500.00	USD 0.00	USD 2,500.00
40	80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	USD 180.00	USD 7,200.00	USD 0.00	USD 7,200.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 1 Total Before Discounts:						USD 91,890.00
Year 1 Discount:						USD 28,512.00
Year 1 Net Amount Due:						USD 63,378.00

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	USD 180.00	USD 7,200.00	USD 0.00	USD 7,200.00
40	80076	OSP BWC & CEW BUNDLE: YEAR 2 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 2 Total Before Discounts:						USD 54,720.00
Year 2 Net Amount Due:						USD 54,720.00

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80077	OSP BWC & CEW BUNDLE: YEAR 3 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
40	80054	CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	USD 180.00	USD 7,200.00	USD 0.00	USD 7,200.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 3 Total Before Discounts:						USD 54,720.00
Year 3 Net Amount Due:						USD 54,720.00

Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80055	CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	USD 180.00	USD 7,200.00	USD 0.00	USD 7,200.00
40	80078	OSP BWC & CEW BUNDLE: YEAR 4 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 4 Total Before Discounts:						USD 54,720.00
Year 4 Net Amount Due:						USD 54,720.00

Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80079	OSP BWC & CEW BUNDLE: YEAR 5 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
40	80056	CAD/RMS SERVICE ADD-ON: YEAR 5 PAYMENT	USD 180.00	USD 7,200.00	USD 0.00	USD 7,200.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 5 Total Before Discounts:						USD 54,720.00
Year 5 Net Amount Due:						USD 54,720.00

Group6

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	11532	FLEX 2 CONTROLLER	USD 150.00	USD 300.00	USD 0.00	USD 300.00
2	80117	FIVE YEAR OFFICER SAFETY PLAN FLEX 2 CONTROLLER	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	80108	5 YEAR OFFICER SAFETY PLAN FLEX 2 CAMERA	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11534	USB SYNC CABLE, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11528	FLEX 2 CAMERA, (ONLINE)	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Group6 Total Before Discounts:						USD 300.00
Group6 Net Amount Due:						USD 300.00

Subtotal	USD 282,558.00
Estimated Shipping & Handling Cost	USD 419.64
Estimated Tax	USD 24,505.08
Grand Total	USD 307,482.72

Flex 2 Pre-Orders

- Flex 2 deliveries are estimated to begin December 2016. Your Axon representative will contact you to provide a delivery window early December 2016.
- Flex 2 is subject to FCC rules and will comply with the appropriate rules before delivery.

Signal Performance Power Magazine (SPPM) Pre-order

Thank you for your interest in the Signal Performance Power Magazine (SPPM). This pre-order is a commitment to purchase the SPPM. The SPPM is available for delivery starting in November 2016. You will be notified if there are any delays. Axon reserves the right to make product changes without notice.

Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 40 GB of included storage for other digital media

Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at www.axon.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:

Date:

Name (Print):

Title:

PO# (if needed):

Quote: Q-112052-1

Please sign and email to Tanner McCormick at tmccormick@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

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Axon Enterprise, Inc.*Protect Life.*

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax:

Nick Borges
 8317600963
 (831) 899-6297
 nborges@ci.seaside.ca.us

**Quotation****Quote:** Q-112046-1**Date:** 4/21/2017 1:13 PM**Quote Expiration:** 6/30/2017**Contract Start Date*:** 7/1/2017**Contract Term:** 5 years**AX Account Number:**

107738

Bill To:
 Seaside Police Dept. - CA
 440 Harcourt Avenue
 Seaside, CA 93955
 US

Ship To:
 Nick Borges
 Seaside Police Dept. - CA
 440 Harcourt Avenue
 Seaside, CA 93955
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Tanner McCormick	480-905-2000	tmccormick@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	11528	FLEX 2 CAMERA, (ONLINE)	USD 449.00	USD 17,960.00	USD 0.00	USD 17,960.00
40	11532	FLEX 2 CONTROLLER	USD 150.00	USD 6,000.00	USD 0.00	USD 6,000.00
40	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11534	USB SYNC CABLE, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
45	11545	COLLAR MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
45	11546	EPAULETTE MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	80108	5 YEAR OFFICER SAFETY PLAN FLEX 2 CAMERA	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	80117	FIVE YEAR OFFICER SAFETY PLAN FLEX 2 CONTROLLER	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 245.00	USD 0.00	USD 245.00
7	11537	DOCK, FLEX 2, 6-BAY + CORE	USD 1,495.00	USD 10,465.00	USD 0.00	USD 10,465.00
7	80111	5 YEAR DOCK 2 OFFICER SAFETY PLAN SIX BAY + HUB DOCK 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80075	OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	USD 1,188.00	USD 47,520.00	USD 28,512.00	USD 19,008.00
40	11002	HANDLE, BLACK, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11004	WARRANTY, 4 YEAR, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	70116	PPM, SIGNAL	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	85144	AXON STARTER	USD 2,500.00	USD 2,500.00	USD 0.00	USD 2,500.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 1 Total Before Discounts:						USD 84,690.00
Year 1 Discount:						USD 28,512.00
Year 1 Net Amount Due:						USD 56,178.00

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80076	OSP BWC & CEW BUNDLE: YEAR 2 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 2 Total Before Discounts:						USD 47,520.00
Year 2 Net Amount Due:						USD 47,520.00

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80077	OSP BWC & CEW BUNDLE: YEAR 3 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 3 Total Before Discounts:						USD 47,520.00
Year 3 Net Amount Due:						USD 47,520.00

Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80078	OSP BWC & CEW BUNDLE: YEAR 4 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 4 Total Before Discounts:						USD 47,520.00
Year 4 Net Amount Due:						USD 47,520.00

Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80079	OSP BWC & CEW BUNDLE: YEAR 5 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 5 Total Before Discounts:						USD 47,520.00
Year 5 Net Amount Due:						USD 47,520.00

Group6

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	11532	FLEX 2 CONTROLLER	USD 150.00	USD 300.00	USD 0.00	USD 300.00
2	80117	FIVE YEAR OFFICER SAFETY PLAN FLEX 2 CONTROLLER	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	80108	5 YEAR OFFICER SAFETY PLAN FLEX 2 CAMERA	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11534	USB SYNC CABLE, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11528	FLEX 2 CAMERA, (ONLINE)	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Group6 Total Before Discounts:						USD 300.00
Group6 Net Amount Due:						USD 300.00

Subtotal	USD 246,558.00
Estimated Shipping & Handling Cost	USD 419.64
Estimated Tax	USD 21,355.08
Grand Total	USD 268,332.72

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- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
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for Direct Sales to End User Purchasers**

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Signature: _____	Date: _____
Name (Print): _____	Title: _____
PO# (if needed): _____	

Quote: Q-112046-1

Please sign and email to Tanner McCormick at tmccormick@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

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ATTACHMENT B



MASTER SERVICES AND PURCHASING AGREEMENT

between

AXON ENTERPRISE, INC.

and

Seaside Police Dept. - CA

CITY Agreement Number:

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and Seaside Police Dept. - CA, (**Agency, Party** or collectively **Parties**) having its principal place of business at 440 Harcourt Avenue Seaside, CA 93955, is entered into as of September 29, 2017 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon products and services as detailed in Quote #Q-112052 (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of Axon Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the Parties agree as follows:

- 1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. Axon services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

- 1.1 **Evidence.com Subscription Term:** The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of the initial Term at the list price then in effect, unless the Agency gives Axon written notice of termination within sixty (60) days prior to the end of a one (1) year period.

- 1.2 **Professional Services Term:** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

- 2 **Definitions.**

"Business Day" means Monday through Friday, excluding holidays.

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

"Policies" means the Trademark Use Guidelines, all restrictions described on the Axon website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"Products" means all Axon equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by Axon under this Agreement.



"Quote" is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves the right to adjust prices or Products unless otherwise specified in the Quote.

"Resolution Time" means the elapsed time between Axon's acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of Axon's reasonable control.

"Services" means all services provided by Axon pursuant to this Agreement.

"Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

- 3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees.
- 4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing Axon written notice of rejection within 10 days of shipment. Failure to notify Axon within the 10 day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
 - 7.1 **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

For Axon Interview Room purchases only: For Axon Interview Room Products, the following warranties apply:

Hardware	Warranty Period
Axis Products	3 years
POS-X Touch Panel	3 years
Industrial Computer Servers	2 years
Louroe Products	1 year
Cisco Switch	1 year
HP Switch	1 year
Broadberry	3 years

7.2 Warranty Limitations.

7.2.1 The warranties do not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.2.3 Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

7.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the Evidence.com services or download the product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

7.3.3 A replacement product will be new or like new and have the remaining warranty period



of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

- 8 **Product Warnings.** See our website at www.axon.com for the most current product warnings.
- 9 **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.
- 10 **Insurance.** Axon will maintain at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.
- 11 **Indemnification.** Axon will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.
- 12 **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and related software, as well as any suggestions made to Axon.
- 13 **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.
- Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.
- 14 **Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

For Cradlepoint purchases only: The Agency is responsible for complying with the Cradlepoint end

user license agreement. The Agency acknowledges that the term of the Cradlepoint license may differ from the term of the Evidence.com license. The Agency further acknowledges that Cradlepoint installation services are not within the scope of this Agreement.

15 **Termination.**

15.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and Axon fails to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis.

15.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.

15.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

15.4 After Termination. Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

15.5 Post-Termination Assistance. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **General.**

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. All Axon Pricing is considered confidential and competition sensitive.

- 16.2 Excusable delays.** Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.
- 16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 16.4 Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of our 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 our 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.

16.11 No Waivers. The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.

16.12 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

16.13 Governing Law; Venue. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

16.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
ATTN: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

AGENCY:

16.15 Entire Agreement. This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Seaside Police Dept. - CA

Signature: _____
Name: _____
Title: _____
Date: _____

Address: 440 Harcourt Avenue Seaside, CA 93955

Evidence.com Terms of Use Appendix

- 1 **Access Rights.** Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.
- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and Axon obtains no rights to the Agency Content and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.
- 3 **Evidence.com Data Security.**
 - 3.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.
 - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.
- 4 **Our Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

- 5 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a Axon device. For use of Totally Unlimited Evidence.com Licenses Axon reserves the right to limit the types of content the Agency can store and share using the Services.
- 7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content.
- 8 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
- 8.1. The Termination provisions of the Master Service Agreement apply;
 - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3. If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9 **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 10 **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of



the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

Professional Services Appendix

1 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

1.1. The Package for the Axon and Evidence.com related Services are detailed below:

System set up and configuration Setup Axon View on smart phones (if applicable). Configure categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com and Axon Dock (Dock) access. Work with IT to install Evidence Sync software on locked-down computers (if applicable). For the Full Service Package: One on-site session Included For the Starter Package: Virtual Assistance Included
Dock installation Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using "admin" credentials from Agency. Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment. For Full Service: On site Assistance Included For the Starter Package: Virtual Assistance Included
Dedicated Project Manager Assignment of a specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.
Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.
Best practice implementation planning session—1 on-site session to: (only included in Full Service Package) Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies. Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. Provide referrals of other agencies using the Axon camera products and Evidence.com services Create project plan for larger deployments. Recommend rollout plan based on review of shift schedules.
System Admin and troubleshooting training sessions (only included in Full Service Package) 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.
Axon instructor training Prior to general user training on Axon camera systems and Evidence.com services, Axon's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.
End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and Evidence Sync.
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go live review session

- 1.2. Additional training days may be added on to any service package for additional fees set forth in the Quote.
- 2 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.
- 3 **Delivery of Services.**
 - 3.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.
 - 3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
- 4 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems solely for the purpose of performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 5 **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.
- 6 **Acceptance Checklist.** Axon will present an Acceptance Checklist (**Checklist**) upon completion of the Services that will exactly mirror the description of services within this Section. The Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Checklist for approval and signature. If Axon does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Checklist, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

- 7 **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely backup copies of Agency software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, even if such damage, loss, or corruption is due to Axon negligence. However, regardless of any assistance provided by Axon: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency data from any cause.

TASER Assurance Plan Appendix

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1 TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair or replace the non-functioning unit with a replacement product. Axon warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at Axon's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.
 - 3.1.** Within 30 days of the end of the TAP Term the Agency must return to Axon all Spare Products. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon. If all the Spare Products are returned to Axon, then Axon will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4 TAP Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one Axon brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster. At any time during the OSP term the Agency may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time elected to receive the CEW, the Agency may choose from any current CEW model offered. The OSP plan must be purchased for a period of 5 years. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, then we will have no obligation to reimburse for those items not received. If OSP is terminated before the end of the term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

- 5** **TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the products to Axon or Axon will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

5.1. TAP Axon Camera Upgrade Models.

5.1.1. If the Agency purchased TAP for Axon Cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at Axon's sole option. Axon makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

5.1.2. If the Agency purchased Unlimited License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

5.2. TAP Dock Upgrade Models. Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

- 6** **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

- 6.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
- 6.2.** Axon will not and has no obligation to provide the free Upgrade Models.
- 6.3.** The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 6.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

- 6.5. If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination.

Axon Integration Services Appendix

1. **Term.** The term of this SOW commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the Integration Services, whichever is first.
2. **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the [Evidence.com](https://evidence.com) services to interact with the Agency's RMS so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the [Evidence.com](https://evidence.com) services based on data already maintained in the Agency's RMS. Axon is responsible to perform only the Integration Services described in this SOW and any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope and may result in additional fees.
3. **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote.
4. **Delivery of Integration Services.**
 - 4.1 **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of

remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the [Evidence.com](#) services at no additional charge as long as the Agency maintains [Evidence.com](#) subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.

4.2 Changes to Services. Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

4.3 Warranty. Axon warrants that it will perform the Integration Services in a good and workmanlike manner.

5 Acceptance. Axon will present Agency with a completed Checklist (**Checklist**) certifying Axon's completion of the Integration Services. If Agency reasonably believes that Axon did not complete the Integration Services in substantial conformance with this SOW, Agency must notify Axon in writing of its specific reasons for rejection within 7 calendar days from delivery of the Checklist to the Agency. Axon will address the Agency's issues and will re-present the Checklist for the Agency's review. If Axon does not receive a written notification of the reasons for rejection of the Checklist, the absence of a response will constitute Agency's affirmative acceptance of the Integration Services, and a waiver of any right of rejection.

6 Agency's Responsibilities. Axon's successful performance of the Integration Services depends upon the Agency's:

6.1 Making available its relevant systems, including its current RMS, for assessment by Axon (including making these systems available to Axon via remote access if possible);

6.2 Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;

6.3 Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);

6.4 Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Integration Services;

6.5 Promptly installing and implementing any and all software updates provided by Axon;

6.6 Ensuring that all appropriate data backups are performed;

6.7 Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;

6.8 Providing Axon with remote access to the Agency's [Evidence.com](#) account when required for Axon to perform the Integration Services;

6.9 Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and

6.10 Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Integration Services).

- 7 **Authorization to Access Computer Systems to Perform Services.** Agency authorizes Axon to access Agency's relevant computers, network systems, and RMS solely for the purpose of performing the Integration Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 8 **Definitions.**
"Integration Services" means the professional services provided by us pursuant to this SOW.

ATTACHMENT C



OFFICER SAFETY PLAN

The Officer Safety Plan helps agencies give their officers maximum protection by bundling two powerful technologies: TASER Smart Weapons and Axon body-worn cameras.



The Officer Safety Plan has a 5-year term, and includes TASER Smart Weapon, two Axon camera upgrades, full warranty, repair and replacement coverage, and unlimited Evidence.com storage for \$99 per month per officer.*

SUBSTANTIAL DISCOUNT

By bundling technologies, you will receive an effective 25% discount on your Smart Weapon program. And with Axon Standard Issue Grants, you will be subsidized an additional \$350 per officer when committing to an Officer Safety Plan.

ONE PREDICTABLE BUDGET LINE ITEM

With unlimited digital* storage, full hardware warranty, and repair and replacement coverage, the Officer Safety Plan removes risk and makes for entirely predictable costs. Your TASER Smart Weapon, body-worn camera, and digital evidence management budgets become one unchanging line item.

UP-TO-DATE TECHNOLOGY

The Officer Safety Plan guarantees that your agency will be future-proofed. You will receive TASER Smart Weapon, two Axon camera upgrades, and the latest version of Evidence.com services throughout the 5-year term.

TWO PROGRAMS, ONE RELATIONSHIP

TASER Smart Weapons and body-worn cameras save lives, careers, and budgets. With the Officer Safety Plan, you can benefit from both programs while reducing risk and management burden by working through only one trusted partner.

AXON.COM

*Unlimited digital storage is available for purchase. See Evidence.com for details. © 2018 Axon. All rights reserved. AXON, the Axon logo, and Evidence.com are trademarks of Axon. TASER and TASER Smart Weapon are trademarks of Axon. All other trademarks are the property of their respective owners.

THE BOTTOM LINE:

AGENCY SIZE	5-YEAR OFFICER SAFETY PLAN SAVINGS†
100 officers	\$60,000
250 officers	\$150,000
500 officers	\$300,000
1000 officers	\$600,000



"The Officer Safety Plan allows us to minimize the total cost of outfitting our officers with cameras and Smart Weapons and the cost of storing and managing the data from these devices."

-MAJOR CITY POLICE CHIEF JERRY DYER

† These figures include the Standard Issue Grants, which are effective for full-deployment purchases by 7/1/2018.

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ATTACHMENT D

AXON FLEX 2 FEATURES AND BENEFITS

BEST-IN-CLASS IMAGE QUALITY: The leading point-of-view camera now records in HD.

DUAL-CHANNEL AUDIO: Reduce ambient noise for improved sound quality.

WIDER FIELD OF VIEW: Capture more at the scene with a 120-degree field of view.

FULL-SHIFT BATTERY: Lasts for 12 hours of battery.

PRE-EVENT BUFFER: Capture up to 2 minutes before an event.

ENHANCED MOUNTS: Designed for versatility and optimum comfort.

UNMATCHED DURABILITY: Built to endure extreme field and weather conditions.

WIRELESS ACTIVATION: Axon Signal Technology can sense certain events to activate your camera.

MOBILE COMPATIBILITY: Stream, tag, and replay footage right on your phone with the Axon View app.

EVIDENCE.COM INTEGRATION: Easily manage, retrieve, and share videos online.



APP AVAILABLE FOR
APPLE AND ANDROID

AXON FLEX 2 SPECIFICATIONS

WEATHER RESISTANCE IEC 60529 IP54 (dust, rain); MIL-STD-810G (Salt fog)

HOUSING High-impact polymer

FIELD OF VIEW 120 degrees

OPERATING TEMPERATURE -4 °F TO 122 °F [-20 °C TO 50 °C]

DROP TEST 6 feet

VIDEO MPEG-4 (MP4); H.264

HUMIDITY 95% non-condensing

WARRANTY 1 year from date of receipt

RECORD TIME Up to 70 hours depending on resolution

ENCRYPTION 256-bit AES

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MPC0250 REV A

ATTACHMENT E



AUTOMATING MANUAL TAGGING

CAD/RMS INTEGRATION CASE STUDY



OVERVIEW

Before deploying CAD/RMS Integration, officers in Peoria, Arizona were spending significant time manually tagging videos, a process that often resulted in incorrect or missing information. On average, agencies find that the error rate for manual tagging is 33%, making it difficult for supervisors to find videos when they're needed later. Axon's CAD/RMS Integration automatically tags Axon videos with the correct information found in CAD calls and RMS cases such as Call Disposition, Incident ID and Location. Not including back-end administrative time savings, Peoria is saving \$2,500 per officer per year in freed time.

THE INTEGRATION PROCESS

No CAD or RMS vendor involvement is necessary. Instead, TASER sales engineers work with agency IT staff to integrate CAD and RMS systems with Evidence.com. Once completed, the integration requires minimal maintenance.

STATS

- **54** RMS Integration Licenses
- **\$135,000** Total Annual Savings
- **1390%** ROI
- **99.94%** Tagging Accuracy

ABOUT PEORIA PD, ARIZONA

- Sworn: **193**
- Axon Cameras Deployed: **54**
- Civilian Population: **164,825**

"TASER was exceptional in partnering with our agency as they created a solution that allows our officers to utilize the body-worn camera and not have to manage numerous hours of administrative tasks on the back end. This data integration will save us thousands of dollars in data entry hours."

- **City of Peoria Police Chief**
Roy W. Minter, Jr.

axon.io/cad-rms



AUTOMATICALLY TAG VIDEOS WITH THE CORRECT DATA

CAD/RMS Integration takes information from your Computer-Aided Dispatch and Records Management System and ties it to your videos on Evidence.com. Agencies use it to:

IMPROVE ACCURACY

- Adds Incident ID, Category, Location and other tags to videos automatically
- Avoids the misspellings and incomplete information of manual entry
- Makes it easier to search and retrieve Axon videos later

SAVE TIME

- Frees officers from manual video tagging
- Requires minimal involvement from agency IT staff
- No need to involve CAD or RMS providers

REDUCE COST

- Saves up to \$200 per officer per month in productivity costs
- Per-user pricing scales with the number of officers uploading
- Can be added to existing Evidence.com contracts anytime

800-978-2737 AXON.IO/CAD-RMS

FAQs ABOUT CAD/RMS INTEGRATION

Q: WHAT IS EVIDENCE.COM CAD/RMS INTEGRATION?

A: We take information exported from the agency's Computer Aided Dispatch and/or Records Management System and correlate it with videos on Evidence.com, allowing us to automatically tag Axon videos with the correct Incident ID, Category, Location and other information.

Q: WHY IS CAD/RMS INTEGRATION VALUABLE?

A: Video evidence can be invaluable—as long as it's easily logged and found. We've observed that when busy officers manually tag videos with metadata, many videos are tagged with the incorrect information or aren't even tagged. CAD/RMS Integration automates the process, taking human error out of the equation to ensure that you have complete, correct information.

Q: HOW MUCH TIME DOES IT TAKE TO MANUALLY TAG VIDEOS?

A: Manually tagging a video takes up to 3 minutes of an officer's time. If officers record 5 videos per shift and work 16 shifts per month, that means each officer spends 4 hours per month entering metadata. Some agencies estimate that an automated process could help reduce productivity costs by \$200 each month for every officer. That's on top of the efficiency gains from implementing Axon cameras and Evidence.com in the first place.

Q: HOW DOES IT WORK?

A: We can integrate with any CAD or RMS system, without involving your system's vendor in the process.

For your agency there are only 2 steps:

1. Generate a regularly scheduled export (CSV file) of your CAD or RMS database with the relevant information.
2. Install a secure application behind your firewall to encrypt the exported file and send it to Evidence.com, where customized software automatically ties the correct metadata to the appropriate videos.

When officers next log in, their videos will all be automatically tagged with the correct data. When supervisors search for videos, they can be confident that their results are comprehensive. Generally a CAD/RMS Integration takes only 4–8 weeks to implement, although this depends on coordination with the agency's IT department.

Q: HOW MUCH DOES IT COST?

A: CAD/RMS Integration uses a license model, which includes a per-user monthly fee. The total cost for an agency will vary based on the number of users uploading Axon videos. Your TASER Sales Representative can provide you with an accurate quote and notify you of any current promotions. You can add CAD/RMS Integration to your current Evidence.com contract at any time.

Q: HOW DO I GET STARTED OR LEARN MORE?

A: If you are interested in an Evidence.com CAD/RMS Integration for your agency, or just want to learn more, please contact your TASER Sales Representative or visit axon.io/cad-rms.



X26P FEATURES AND BENEFITS

COMPACT SIZE: Comparable in size and weight to the original X26E device.

CAMERA ADD-ON: Accommodates TASER CAM HD attachment to provide a record of deployments.

CHARGE METERING: Designed to optimize the amount of current output.

PERFORMANCE POWER MAGAZINE: Offers 300 more discharges than the original X26E DPM.

APPM: Provides an audible alert and shuts off the discharge cycle automatically after 5 seconds.

WEATHER RESISTANCE: Holds up better to rain, humidity and other elements.

SELF-DIAGNOSTICS: Complex analysis of the weapon's internal systems.

INTERNET UPDATES: Firmware updates over the internet (no need for complex manufacturer support).

EVIDENCE.COM INTEGRATION: Manage weapon data for free with Evidence Lite.

WORKS WITH SIGNAL PPM: Reports armed status to nearby Axon cameras so they can begin recording.

X26P SPECIFICATIONS

WEATHER RESISTANCE IEC 60529 IPx2 (rain), MIL-STD-810G Method 510.5, Procedure 1 (dust)

HOUSING High-impact polymer

POWER ACTIVATION Ambidextrous safety switch

OPERATING TEMPERATURE -4 °F to 122 °F [-20 °C to 50 °C]

STORAGE TEMPERATURE -4 °F to 122 °F [-20 °C to 50 °C]

DROP TEST 4 feet

HUMIDITY 80% non-condensing

WARRANTY 1 year from date of receipt

TASER devices are part of the Axon network.

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ATTACHMENT F



5 KEY CONSIDERATIONS WHEN DECIDING BETWEEN CLOUD VS ON-PREMISE

PROTECT LIFE.
PROTECT TRUTH.

OVERVIEW

In the wake of the increasingly widespread adoption of body-worn cameras, many major cities are expressing concern over their IT infrastructure, bandwidth capabilities, and other issues.

As a recent MCC/MCSA* survey shows, the dominant theme in conversations surrounding digital evidence has been uncertainty.

Most agencies that are planning to deploy (or have already deployed) a body camera program don't have the pre-existing capabilities to store and manage the flood of digital evidence that body cameras can bring. Because limited resources exist with law enforcement specifically in mind, agencies can find it difficult to make an informed decision when comparing on-premise and cloud solutions.

In this paper, we identify five areas that are critical for any command staff or IT team to explore when deciding whether to store their agency's digital evidence on-premise or in the cloud with a Software-as-a-Service solution.

- 1. SECURITY & COMPLIANCE** _____ PAGE 4
- 2. SCALABILITY** _____ PAGE 6
- 3. TIME TO DEPLOY** _____ PAGE 8
- 4. MAINTENANCE & UPGRADES** _____ PAGE 9
- 5. COSTS - HARD COSTS & SOFT COSTS** _____ PAGE 11

*<http://www.policefoundation.org/2016-body-worn-camera-symposium/>

WHAT IS SOFTWARE-AS-A-SERVICE?

Software-as-a-Service (SaaS) refers to fully managed, instantly-provisioned applications that are hosted in centralized datacenters.

The application is made available through carefully designed interfaces through a highly reliable and secure network connection, usually over the Internet. A SaaS solution wraps together the development, hosting, and operations of the application. These applications are commonly hosted on a hyper-scale cloud infrastructure that has vast amounts of processing and storage resources, leading to greater application availability, scalability, and reliability. For example, a SaaS application for law enforcement could involve a third-party email service, like Microsoft's Office 365, that is operated 24 hours a day and 365 days per year as a full-service solution for the organization's email communication.

SaaS functions as an alternative to locally managed hardware and software, a more traditional approach to systems management where organizations license and operate software application using their own hardware, typically hosted on-site or in a private datacenter. This approach will typically involve an internal IT staff performing all levels of service management. This includes all levels of change management and security operations as well. Solutions of this nature have been the norm for many years and have remained so in large part because of familiarity and preference for data residency control.

This whitepaper aims to demonstrate that, for many agencies, SaaS can be the most sustainable, most secure, and most economical option for managing digital evidence (not to mention the easiest), as well as the option that requires the least upfront guess work about data growth.

But more than that, it hopes to elucidate some of the relevant factors and considerations attendant to choosing a system for data management, **so that agencies can know that they're asking the right questions to make a more informed decision about how best to go about storing and managing tremendous amounts of data.**

1. SECURITY & COMPLIANCE

Security is possibly the most important concern your agency will deal with.

And while some assert that storing data on-premise is always the more secure option, cloud solutions can often provide a more robust approach to security than most local solutions. Indeed, a recent IJIS study found that, “compared to companies using on-premise web security solutions, users of cloud-based web security solutions had 58% fewer malware incidents over the last 12 months, 93% fewer audit deficiencies, 45% less security-related downtime, and 45% fewer incidents of data loss or data exposure.” A similar Microsoft study also affirmed the cloud’s security superiority, finding that more than 90% of those who switched to the cloud gained security benefits, from more up-to-date systems to improved anti-virus management.

The cloud can limit would-be attackers’ access just as well, if not better, than on-premise systems.

Patch management and software upgrades are also particularly important. The ability to upgrade to the latest and most secure software is crucial to running any data storage program successfully. This process can also often be much easier for cloud providers, due to their greater experience and the increased automation within their systems. If your agency has struggled with implementing system-wide updates in the past, it may be putting itself at risk by adopting a system that requires frequent updates just to maintain stability. If your agency is lacking either an efficient and timely change management process or the in-house capabilities to create one, it may be wiser to opt for cloud storage. Evidence.com, for example, pushes software updates every 30 days and security patches quickly after they become available.

OVER 12 MONTHS, USERS OF CLOUD-BASED WEB SECURITY SOLUTIONS HAD:

58% FEWER

MALWARE INCIDENTS

93% FEWER

AUDIT DEFICIENCIES

45% LESS

SECURITY-RELATED DOWNTIME

45% FEWER

INCIDENTS OF DATA-LOSS

AXON'S EVIDENCE.COM APPROACH TO SECURITY & COMPLIANCE

Evidence.com's team of dedicated security professionals monitor its system for security anomalies around the clock and perform system-wide vulnerability-tests on a regular basis. Its system is designed to provide strong access control with customizable role-based permissions (meaning that no one ever has 'full access'—so that disgruntled employees will never have enough access to compromise all the data in the system).

- Data is stored redundantly with frequent backups
 - Complete audit trail
 - Encrypted using SSL (TLS 1.2, RSA 2048-bit key, AES-256) during transfer
 - Stored at rest using 256-bit Advanced Encryption Standard (AES-256)
 - CJIS compliant
 - ISO/IEC 27001:2013 certified
-

This is a level above what most agencies would be able to achieve on their own. This is all made possible because Evidence.com is run by a dedicated team with the sole mission of keeping your data secure.



2. SCALABILITY

Because of the uncertainty that comes with implementing a new body camera program, it's important to ensure that you adopt a system that can scale along with your evolving data storage needs.

Because of the elastic nature of cloud computing resources, SaaS solutions can adapt in real time to your storage and processing needs. In a time of increased demand, SaaS can allot more servers or more processing power to your agency, which it can then allocate elsewhere if your priorities shift.

Looking toward the future, this makes SaaS a more realistic solution for more sophisticated programs that could, for example, use machine learning to improve their utilization of digital evidence.

Setting up local servers requires departments to estimate well in advance how much data their programs will likely produce. As a result, agencies can sometimes find themselves either paying for storage space that goes unused or having an inadequate amount of space. Though it can be necessary for future growth, the former scenario can be costly. The latter can saddle a department with the labor-intensive process of adjusting its storage capacity just in time so that they don't have to fall back on burning CDs and DVDs.

In both cases, you're required to plan for ongoing capital expenditures for equipment that will quickly become obsolete. These capital expenses add up when you factor in redundant copies, back-up plans, and disaster recovery. And even under the best circumstances, running out of storage completely could have catastrophic consequences. You'll most likely experience a hardware failure that results in a system outage when officers would be unable to record further body camera footage. The worst case result is permanent data loss.

Additionally, many agencies must consider which solution will give them the processing power they need to perform necessary analytics, redactions or similar tasks in the most cost-effective manner. When storing data locally, agencies will have to pay for sufficient processing power to perform analytics and redact evidence even while those tasks are not being performed.

2. SCALABILITY (CONTINUED)

Many smaller agencies employing on-site data storage could be hamstrung by the cost of matching the capabilities of larger agencies. Cloud storage effectively eliminates these differences, offering agencies of all sizes capabilities they otherwise couldn't afford, like being able to redact 1,000 files at once.

As a recent DOJ Community Oriented Policing Services report found, redacting video for public records requests is one of the greatest costs associated with body cameras programs. If the cloud can make processes like redaction more efficient, it becomes hard to overstate its value in the long run.

SaaS is built upon scalability and eliminating uncertainty.

Because body-worn cameras are a relatively new technology, most agencies are unable to accurately estimate even their short term data-storage needs. As data storage policies evolve, the cloud service can evolve, too. In a matter of minutes, an agency's storage can be scaled up or down as needed, saving departments from the logistical nightmare brought by needing extra funding and resources for even a small amount of additional storage. In the same vein, a service like Evidence.com's Unlimited Plan or Officer Safety Plan would let an agency use as much storage space as needed for a flat rate, ensuring both absolute scalability and budget certainty.

All of the new efficiencies that can be gained through SaaS, however, would be moot if departments had to worry about frequent service outages. While many express concerns regarding downtime for cloud services, a recent study of Microsoft's Office 365 cloud-based e-mail showed a downtime of only 8 hours per year, compared to 30 hours for the on-premise system it was competing against.

3. TIME TO DEPLOY

Many agencies express concern over the deployment time for various solutions, especially when it comes to local storage.

Because servers must be added to existing facilities or housed in new ones, the deployment process for local storage and software can span months and may require input from consultants and specialists. Proper facilities and utilities can often be a limiting factor in datacenter expansion. And each kilowatt of additional power means additional investment in battery back-up systems, diesel generators, and specialized cooling systems to balance out any additional heat generated.

If a given agency's deployment takes three months, that requires three months' worth of salaries and overtime when your risk is not mitigated—and these costs could grow if the project falls behind schedule (which is far too common).

Unlike an on-premise server, deploying SaaS solutions can typically be done in a matter of hours rather than months because an agency's facilities do not have to be modified. This reduces labor costs and lets agencies begin operations right away. Plus, agencies don't have to predict how much data and processing power they will need. With unlimited storage options, departments will never take in too much or too little data. **With a SaaS solution, they will have a degree of budget certainty that is difficult to achieve when managing data on-site.**

Unlike the custom solutions that agencies might run locally when storing data onsite, SaaS tends to involve standardized software that can be tailored within a certain framework to meet your agency's specific needs. That way, your agency will not have to endure a lengthy development or set-up process for your software. Agencies can also see improved efficiency from the increased interoperability that standardized software brings (compared to the relatively poor interoperability that can plague custom on-premise applications). If your agency is in the habit of working with custom-built software, it may be wise to reflect on whether you have had any negative experiences associated with it (e.g., high costs, drawn-out development times, limited data portability, etc.). If you find that custom-built applications have tended not to justify their cost or development time, the prospect of lower costs and faster implementation times may sway your agency toward SaaS.

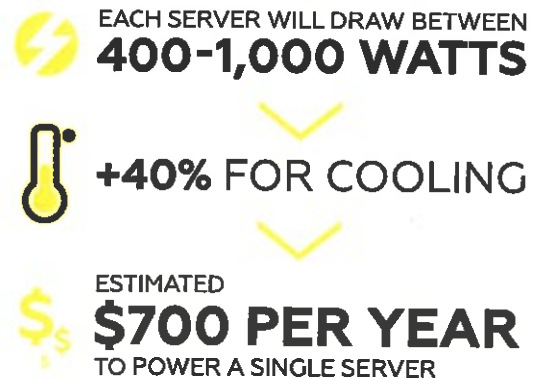
4. MAINTENANCE AND UPGRADES

Some of the most significant on-premise financial considerations come from software upgrades and hardware maintenance.

In the case of the former, your IT staff will likely manage system-wide updates and ensure that the system meets minimum security standards (though these responsibilities might belong to the entire agency). Similarly, your IT staffers will be in charge of the significant upkeep that comes with running servers, including hardware upgrades and eventually replacing out-of-date technology—all of which can prove costly in terms of both capital expenditures and labor. Because servers typically need to be replaced every five years (older servers come with a significant risk of unexpected failures and complex data migrations), few expenses associated with on-site storage are actually one-time costs, putting the long-term sustainability of on-premise solutions into question for some agencies.

Beyond labor costs, there are hidden costs associated with the servers themselves. In addition to accruing significant networking costs from Top of Rack (TOR) Switches, Aggregation Switches, Optics, and Infrastructure backbone upgrades, power consumption remains an issue. Each server will draw between 400 and 1,000 Watts of power, plus an additional 40% of that figure for cooling. One source estimates that power and cooling can cost more than \$700 per server each year. Power and other costs will be further exacerbated by the need for redundant data storage. **Best practices call for three copies of each file stored in at least two different locations, with at least one residing off-site for proper disaster recovery. This means that an agency's storage capacity must account for more than triple the amount of data they expect to actually handle.**

When it comes to SaaS, regular software updates are built into the cost of the solution. Maintenance is managed by the cloud storage vendor. Application specialists handle IT support, and no one on the customer side needs to concern themselves with hardware and software updates. To bolster ease-of-use and security, the cloud provider regularly updates their systems without any additional cost to the agency. The cloud provider stores redundant copies of each file, which are kept in multiple secure data centers across the US, ensuring that even the worst disaster will not result in the loss of an agency's data (IACP's most recent guide to cloud computing lists this as one of its major concerns). Leading SaaS solutions and hyper-scale providers can deliver eleven "9's" of data durability.



4. MAINTENANCE AND UPGRADES (CONTINUED)

By the same token, SaaS also presents departments with the ability to **future-proof their records**. Systems that update regularly and automatically can virtually remove the possibility of storage methods becoming obsolete or incompatible while ensuring that departments never incur undue security risks by running out-of-date software. This makes SaaS solutions not just better in terms of data durability, but significantly more sustainable in the long term.

The flexibility of these systems ensures that any business or organizational changes won't put the accessibility of your data in jeopardy. Since IT is handled entirely by the vendor, agencies can receive 24/7 support regardless of their size. Compare this with the costs of on-site storage, which requires more time and money to be spent each year to keep software up-to-date and minimize security vulnerabilities, to say nothing of having additional IT staff.

Another significant IT hurdle that departments will need to overcome is system integrations (the coordination of smaller subsystems into a cohesive network). On-site storage tends to necessitate a complex and ever-evolving set of integrations for a department's new and existing software. These integrations are often bi-directional, so two or more systems have to be made mutually compatible with one another, rather than one simply absorbing the other. SaaS, meanwhile, can be successfully implemented and managed with a small number of straightforward, well-defined, one-way integrations. Are your IT services prepared to take the much more complicated route in this area?

5. COSTS - HARD AND SOFT

While financial concerns have been alluded to throughout this paper, the costs associated with data storage will, for most agencies, warrant a standalone discussion.

For instance, is your agency most concerned with one-year costs, or long-term total cost of ownership (TCO)? While year-one costs for SaaS are typically 50-75% lower than those of local software, long-term TCO can be more difficult to measure. SaaS, of course, also allows an agency to save on servers, and while an agency must continue paying for software licensing each year (as opposed to the perpetual licenses that accompany on-site storage systems), those licenses include frequent software maintenance and upgrades that stand to minimize the risk of data breaches and system failures.

All told, the costs over the first few years for on-site vs. cloud storage can be similar, but SaaS is likely to have the lower TCO over a span of five or ten years, when one factors in the considerable expense of replacing servers every five years.

 **YEAR-ONE COSTS FOR SAAS ARE TYPICALLY**
50-75%
LOWER
THAN THOSE OF LOCAL SOFTWARE

Servers will also incur significant maintenance costs. Generators, cooling equipment, disaster recovery systems, and network operation center costs can add up quickly, as can the costs associated with warranties and maintenance work, which are often mandated by suppliers and can total thousands of dollars each year. The Anaheim Police Department estimated that the costs of preparing a physical location for servers, purchasing a rack for the system, appropriate software and a server to control system, and acquiring servers with enough storage for redundancies for their 350+

officer-size would total \$56,983, almost all of which would recur every five years. Depending on how a given project is being financed, these expenses and others (consultants, development, systems integration, data center floor costs, etc.) can come with significant (and unnecessary) interest payments (this applies not just to storage that is entirely on-site, but also to most 'hybrid' solutions, which tend to present some of the benefits of cloud storage while doing little to ameliorate the downsides of local software -- e.g., the costs of establishing on-site servers). Compare that to a SaaS solution, which comes with a set of extremely predictable costs for storage and processing capabilities that can be scaled to meet an agency's precise needs.

Once a department has established its on-site system, they will need a set of workflows and guidelines for ingesting, storing, and sorting evidence that has been captured. Often, on-site storage systems will require officers to manually sync their devices in order to upload video and audio. Subsequent filing, collating, redacting, and sharing also typically falls to officers who must now spend valuable time each shift managing data. Though a recent study by the DOJ's Community Oriented Policing Services affirms that officers themselves should extract data from their body cameras, excessive time spent on this process can come at the expense of more productive work. In addition, officers may have to remotely access servers through the cumbersome approach of using a VPN.

ANAHEIM PD CASE STUDY

The Anaheim Police Contract for Evidence.com is for a 5-year term. Taking the yearly cost of handling the evidence over the time of the contract shows a Total Cost of Ownership (TCO) over 5 years of:

TCO = \$3,103,670 for a DVD/CD-based system.

TCO = \$1,513,186 for an In-House Server-Based System
of equal standards to Evidence.com

TCO = \$933,637.50 for Evidence.com over 5-year contract.

These simple calculations show that Anaheim Police Department, and the City of Anaheim are receiving positive returns on their investment in Evidence.com.

5. COSTS - HARD AND SOFT (CONTINUED)

Not only does SaaS save time and money with implementation costs, it can also **create a more streamlined, efficient workflow, minimizing the time spent ingesting, storing, and sharing evidence.** With Evidence.com, officers can automatically sync their devices to upload evidence in a matter of minutes. Data can be accessed, tagged, and shared from any computer via an easy-to-use interface designed to minimize the amount of time officers spend managing data. Because SaaS is typically built to work with open standards, your increased interoperability can yield some time-saving flexibility. Though Evidence.com hosts your data (maintaining its integrity and ensuring its availability), you, of course, still retain all ownership of it.

For the above reason (among others), it can often be misleading to compare SaaS and local software purely on the basis of price per gigabyte.

As a recent whitepaper from Microsoft helpfully puts it, "In determining total cost, application demand variability is the key factor, and the pay-per-use billing model of the cloud is the key driver of cost savings versus an IT shop's need to build to peak. By analogy, a rental car is likely to cost more per day than the same car would cost per day to lease or finance. However, rental cars can still save one money: the salient factor is not that a rental car costs more per day than an owned car does, but that renting a car for two days is less expensive than buying a car and then discarding it.

As a result of its smaller financial impact in the first year, SaaS is often a better option for agencies hoping to implement a digital-evidence management system on an operating expense budget. Local software requires a large capital expense outlay to implement, and is not an ideal fit for agencies that don't plan on a large capital expenditure.

ON-PREMISE VS. CLOUD AT-A-GLANCE

	ON-PREMISE	CLOUD
SECURITY	• In-house IT staff must handle security	• Devoted team of security professionals • Round the clock monitoring • Frequent penetration tests and vulnerability scans • Robust access control
SCALABILITY	• Long-term planning and commitment of resources required for scaling • Paying for extra storage space or risk running out • Buying new servers when you need more space	• Pay for what you use • 'Unlimited' plans offer budget certainty • Access to near-infinite processing power
TIME TO DEPLOY	• 3 months	• A few hours
MAINTENANCE AND UPDATES	• Agency is responsible for maintaining the application, replacing servers every 5 years and installing software updates • Your IT is responsible for ensuring high availability and disaster recovery	• No hardware updates • Automatic software updates every 30 days
COSTS	• High entry and operations costs (servers, IT staff, maintenance, etc.) • Up-front capital costs for hardware that will recur every 5 years • Low ongoing maintenance fees • Tangible hardware assets	• Pay monthly subscription; let cloud provider handle the rest

CLOUD VS. ON-PREMISE: KEY QUESTIONS TO ASK YOUR AGENCY

SECURITY & COMPLIANCE

- ❑ Does your agency have a dedicated IT security team that would be able to detect or respond to a sophisticated attack?
- ❑ Is your IT team focused on monitoring for and reacting to an intrusion? Or do they spread time across multiple projects and initiatives?
- ❑ How well does your agency do at keeping systems up-to-date with the latest security patches and capabilities?
- ❑ Has your agency ever hired an external firm to conduct a security “penetration test” to discover weaknesses in your systems?

SCALABILITY

- ❑ Are your IT resources ready to implement and manage a long-term and large scale deployment of servers, storage, and ensuing system integrations?
- ❑ How confident are you that your organization can accurately forecast the data storage and other infrastructure needs for a body-worn camera program?
- ❑ What is the smallest increment of additional storage or computing capacity that you can buy? How quickly can that additional capacity be delivered?
- ❑ How robust is your data redundancy and disaster recovery capabilities?

TIME TO DEPLOY

- ❑ Are there other projects your IT resources are committed to delivering at the same time you are hoping to implement a body-worn video program?
- ❑ Has your agency had negative experiences in the past with custom-built software?
- ❑ How long can you afford to pay salaries and overtime during an on-premise deployment?
- ❑ How long can you make your body-worn camera program wait for the “back-end” to be built?

MAINTENANCE & UPGRADES

- ❑ Do you leverage City or County IT services for your agency? Are those services responsive to your business needs?
- ❑ Do you have a dedicated IT team that can handle the significant upkeep that comes with running servers, including hardware upgrades and the eventual replacement of out-of-date technology?
- ❑ Do you have a plan to renew and replace your hard drives or DVDs over time? Physical storage media suffers from “data rot” and will need to be transferred to new media after some period of time.
- ❑ Does your durability strategy rely on a storage array with RAID 5 (or 10)? RAID can protect against the loss of one or two hard drives, but does not protect against multiple disk failures or failures in an entire tray of disks. Worse still, RAID can catastrophically fail if defective disks are not replaced in a timely manner or if the technician replaces the wrong drive.
- ❑ Does your current infrastructure support real-time failover with data centers hundreds of miles apart for additional resiliency?

COSTS

- ❑ Is your agency most concerned with one-year costs or long-term total cost of ownership (TCO)?
- ❑ Do you expect your body-worn video program to end after a certain date or do you expect your digital data to grow over time?
- ❑ Do you hope to finance with an operating expense budget or a capital expenditure?
- ❑ How predictable are your body-worn camera and digital evidence management system expenses in the next 3, 5, or 10 years? Would a predictable budget help?
- ❑ Have you accounted for all the resources needed to manage permissions, audit logs, redactions capabilities? Are you comfortable with all your IT administrators being able to get, view and download all footage in the agency?

CLOUD VS ON-PREMISE

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Anaheim Police Digital Evidence Cost Study



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ATTACHMENT G

**Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for
Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)
(Effective April 5, 2017)**

The following Axon Enterprise, Inc. (Axon) warranty provisions are applicable on all sales or transfers of Axon Law Enforcement Products, including TASER conducted electrical weapons (CEWs), on-officer audio/video cameras and related accessories.¹ The term "Purchaser" means any purchaser, possessor, or user of the Axon brand products. BY USING THE AXON PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.

Manufacturer's Limited Warranty²

Axon warrants that its Law Enforcement Hardware Products³ are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly.⁴ Axon-Manufactured Accessories⁵ are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. In the event any country or state imposes a longer express warranty term than that described in this warranty document, then the country or state's term will take precedence.

If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the product which Axon determines in its sole discretion to be defective under normal use, as defined in the product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like product, at Axon's option.

¹ The warranty does not apply to software or services offered for sale by, or through the Axon.com or Evidence.com websites. This warranty only applies to hardware.

² A product's estimated useful life or expiration date may not be the product's warranty expiration date.

³ Axon Law Enforcement Hardware Products include TASER X2, X26, and X26P CEWs, Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, and Smart cartridges. Axon Flex cameras, including the universal magazine clip, Axon Flex 2 camera, Axon Body 2

**Optional Extended Hardware Warranty for Axon
Flex, Axon Flex 2, Axon Body, Axon Body 2,
Evidence.com Dock, Axon Dock, TASER CAM HD,
X2, X26, and X26P**

The optional extended warranty, when available, may only be purchased at the time of product point of sale. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.⁶ For customers who purchase an extended warranty Axon warrants it will repair or replace the Axon product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at Axon's option. Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

Exclusions and Limitations

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes purchaser's property and the replaced item becomes

camera, Axon Flex camera, Evidence.com Docks, and Axon Docks.

⁴ Broken dial doors are not covered under Axon's limited warranty.

⁵ Axon-Manufactured Accessories include, but are not limited to: batteries, battery chargers, carrying cases, cables, docking bars, USB data download kits, headbands, holders, mounts, DPM, XDPAM, CDPM, PPM, TTPM, APPM, XPPM, TPAI, SPPM, and Shockwave Power Magazine modules; Axon Signal Unit (ASU), and the X-Rail mounting system.

Axon's property. After the warranty period, Axon may, at its sole option, repair or replace a Axon product for a fee.

This warranty does not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from (a) damage from failure to follow instructions relating to the product's use, (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. Axon specifically disclaims any and all statutory or implied warranties, including

without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then all such

⁶ The manufacturer's limited warranty provides coverage for Axon Flex camera, Axon Flex 2 camera, Axon Flex controller, Axon Flex 2 controller, or Axon Body 2 batteries that have failed or are exhibiting diminished capacity as result of a manufacturing defect. Under the extended warranty, replacement of the Axon Flex camera battery and Axon Flex 2 camera battery are covered, but replacement of the Axon Flex controller battery, Axon Flex 2 controller battery, and Axon Body 2 battery are not covered.

File: Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement (U.S. and Canada)

Version: 1.0

Revised: 1/17

Printed Date: 4/5/2017

**Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for
Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)
(Effective April 5, 2017)**

warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability Axon may have. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product. In no event will Axon be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Axon has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

Release

Purchaser agrees to release Axon from any and all liability arising out of the deployment, use, or misuse of the Axon product, including any claims for damages and personal injuries. Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use, or misuse of the Axon product. Axon is not liable for the failure of the Axon product to perform and Axon is not liable for any claims

made by a third party or by Purchaser for or on behalf of a third party.

Purchaser Responsibilities and Product Registration

Purchaser should update product software and/or firmware as they become available through Axon, as well as perform periodic data uploads to Evidence.com services or download/backup copies of the information, data, and/or video contained on the Axon product storage media to protect the contents and as a precaution against possible operational failures.

To register your Axon product, please go to www.axon.com/register. Registration of your product allows Axon to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

Warranty Repair Procedure

For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If Purchaser fails to provide the required information, including the RMA number, then Axon assumes no liability for loss of the returned product. Any Axon product that has not been paid for, when required, or for which the required information has not been provided during a period of 90 days after receipt of the Axon product by Axon is deemed abandoned and Axon may dispose of the Axon product without any liability, compensation, or further notification to Purchaser.

Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the Evidence.com services or download the product and keep a separate backup copy of the contents. During warranty service the contents of the

storage media will be deleted and reformatting Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. The product will be returned to you configured as originally purchased, subject to available firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. If you require attempted data recovery this must be specifically requested and a fee may be requested. The contents of your product will be deleted and the storage media reformatting in the course of warranty service.

General

This warranty supersedes any prior, contrary or additional representations, whether written or oral. This warranty is Axon's only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty, including any extended warranty, is non-transferable.

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ATTACHMENT H



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.axon.com

April 5, 2017

To: United States federal, state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Evidence.com Data Management Solutions¹

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Flex 2 Video Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet Camera

- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Immediate upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).

¹ Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.

- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Evidence.com services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Evidence.com
- Dual integration of on-officer camera and interview room camera with Evidence.com digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

Evidence.com Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support

- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Evidence.com for Prosecutors

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Convert Application (Formerly Amped DVRConv)

- Video file format converter.
- Allows users to convert unplayable video file formats (e.g., proprietary CCTV) into playable file formats that can later be exported to Evidence.com
- Maintains original video file, produces an output file, and generates a report documenting the conversion process.

Axon Detect (Formerly Amped Authenticate)

- Photo analysis software for forensic image authentication and tamper identification
- Several tools are available to determine whether an image can be trusted and thus accepted as evidence and verify if a photo has been taken from a specific device

Axon Five (Formerly Amped FIVE)

- Image and video enhancement software.
- Users can analyze crime scene photos, enhance surveillance and bodyworn video with a workflow compatible with forensic needs and constraints
- Meets evidence code in all 50 states as well as US Federal and Canada

Axon View Application

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
2. Axon Flex 2 Controller Model: 11532
3. Axon Flex 2 USB Sync Cable Model: 11534
4. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
5. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
6. Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023

- MOLLE Mount, Single, Axon RapidLock Model: 11507
- MOLLE Mount, Double, Axon RapidLock Model: 11508
- Belt Clip Mount, Axon RapidLock Model: 11509

9. Axon Fleet Camera Model: 74001

10. Axon Signal Unit Model: 70112

11. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

12. Axon Signal Performance Power Magazine (SPPM) Model: 70116

Axon Product Packages

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. TASER Assurance Plan (TAP): Hardware extended coverage, Spare Products (for Axon cameras), and Upgrade Models, for the Axon Flex camera and controller, Axon Body camera, and Axon Dock. (The TAP is available only through Axon Enterprise, Inc.)

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
Executive Vice President, North American Sales
Axon Enterprise, Inc.

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**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: November 16, 2017

SUBJECT: CONDUCT A PUBLIC HEARING UNDER THE TAX AND EQUITY FISCAL RESPONSIBILITY ACT (TEFRA) AND CONSIDER ADOPTING A RESOLUTION IN CONNECTION WITH THE PROPOSED REFUNDING OF REVENUE CERTIFICATES OF PARTICIPATION BONDS FOR THE MONTEREY COLLEGE OF LAW

PURPOSE

The City Council of the City of Seaside is requested to conduct a TEFRA hearing on behalf of the Monterey College of Law, a 501(c)(3) public benefit nonprofit California corporation located within the boundaries of the City of Seaside, and following such hearing to consider a Resolution to approve the TEFRA hearing and compliance with Section 147(f)(2) of the Internal Revenue Code of 1986, as amended, and to consider a Resolution authorizing up to an aggregate \$2,550,000 in revenue certificate of participation financing for refinancing existing City of Seaside Revenue Certificates of Participation (Monterey College of Law) Series 2008 (the "2008 COPs"), which had been incurred for refinancing taxable indebtedness and financing the renovation of a building located on the site of the College's campus at Fort Ord, and for paying costs of issuance.

RECOMMENDATION

It is recommended that the City Council:

1. Conduct a public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended; and
2. Adopt the attached resolutions approving the TEFRA hearing procedures and authorizing this financing.

BACKGROUND

The Borrower:

Monterey College of Law

Monterey College of Law (“MCL”) is currently located on a 3.2-acre site within the City boundaries at Fort Ord at 100 and 2420 Col. Durham Street. MCL has two buildings on its campus. The first was renovated in 2005 and the second was renovated in 2008, both of which were financed or refinanced with proceeds of the 2008 COPs. Since the 2008 financing, MCL has opened rented locations in San Luis Obispo and Fresno, where it also conducts classes. MCL proposes to refinance the 2008 COPs with the proceeds of a tax-exempt issue, City of Seaside (Monterey College of Law), Series 2017 (the “2017 COPs”). Estimated costs of the refinancing is \$2,550,000.

MCL has provided legal training for law students and continuing education for attorneys since 1972. It currently enrolls approx. 135 students on a part-time basis. It has an adjunct faculty of approximately 75 professors and instructors and employs 12 other personnel as administrative staff.

Alumni of MCL practice throughout California, but are mostly based in Monterey and Santa Cruz counties where they provide legal services to residents and businesses involving all aspects of legal services, including business transactions, international transactions, mediation services, litigation, administrative law, financing transactions, public law and employment law. MCL Alumni have served in a wide range of public offices as part of their professional careers. Examples include: Superior Court Judges: Hon. Russell Scott, Hon. John Salazar, Hon. Sam Lavorato, Jr., Hon. Denine Guy, Hon. Kim Baskett; Hon. Stephanie Hulsey, and Commissioner Kathy Stoner; County Counsel’s Office: Deputy County Counsels Andrew Price and Christie McDonald; Public Defenders Office: Chief Public Defender Susan Chapman; California Rural Legal Assistance: Branch Managing Attorney Terri Scarlett; Legal Services for Seniors Monterey: Executive Director Kellie Morgantini; and Legal Services for Seniors Santa Cruz: Executive Director Creighton Mendivil.

Financing Structure & Security Provisions:

The 2017 COPs would be sold in the form of fixed rate certificates of participation, through a direct private placement on an unrated basis with Praetorian Guard, an investment advisory firm located in Carmel, on behalf of certain high net worth accredited investors. It is expected that most of the 2017 COPs will be purchased by holders of the 2008 COPs being redeemed. The financing will be partially amortized over eleven years, with a one-year interest-only period, and will bear interest at a fixed rate of 5.00%, which is the same interest rate applicable to the 2008 COPs. The 2017 COPs will mature on November 1, 2029. The 2017 COPs will be restricted in transfer and assignability and all holders will be required to execute appropriate “Investor Representation” letters, confirming the investor’s ability to withstand the associated risks and acknowledging the restrictions on assignment. A copy of the private placement term sheet, as well as drafts of all the documents, are on file with the City Clerk, and copies are available for inspection by the Council. The investors will receive copies of all such documents, together with their certificates.

The documents include a security interest of the certificateholders in the real and personal property of MCL. The investors' security interest is subject and subordinate at all times to the interests of the U.S. Department of Education, acting on behalf of the U.S. Department of Defense, respecting certain covenants and restrictions contained in a quitclaim deed provided to MCL by the federal government, when MCL acquired the property as part of the Fort Ord Reuse Authority's plans for Fort Ord. Among the restrictions are that MCL continue utilizing the property for educational purposes for a period of at least 30 years commencing November 20, 2003, or reimburse on a proportional basis (based upon un-elapsed time) the amount of the value of the property provided to MCL at the time of transfer. MCL intends to utilize the property for such uses for the foreseeable future and does not believe this financing or the renovations will violate such clause. As part of its commitments to the U.S. Department of Education, MCL has requested consent by them to this financing. It is anticipated that such consent will be forthcoming prior to closing.

SOURCES:

Par amount 2017 COPs	\$2,550,000
Discount	(000)
Premium	<u>000</u>
TOTAL	<u>\$2,550,000</u>

USES:

Refunding of Prior COPs	\$2,500,000
Costs of Issuance	<u>50,000</u>
TOTAL	<u>\$2,550,000</u>

The City's administrative fees in connection with this matter would consist of an annual fee of \$2,000. Any out-of-pocket expenses and fees of the City would be billed separately at closing.

The obligation of the City to make payments on the 2017 COPs would be strictly limited to payments made by MCL. The City would function solely as a tax-exempt conduit for funds being lent to the applicants. The City would accept no financial risk in the transaction. The financing documentation would contain statements having the same effect as the following:

Neither the faith and credit of the City nor the faith and credit or taxing power of the State of California, or any political subdivision thereof, is pledged to the payment of the principal of premium, if any, or purchase price of, or interest on these securities or other costs incident thereto except from the specific revenues and funds pledged therefor. These securities are not a debt of the City, or the State of California or any political subdivision thereof, and neither the City, nor the State of California, nor any political subdivision thereof is liable for the payment thereof.

Public Benefit:

A partial list includes the following:

- Legal education for residents of Seaside and vicinity
- Mediation certification and training for residents of Seaside and vicinity
- Continuing legal education for attorneys and other personnel
- Public training programs for residents of Seaside and vicinity
- Courtroom facilities for residents of Monterey County
- Mediation facilities for residents of Monterey County and other counties
- Conference rooms for legal, educational, nonprofit and community events
- Classrooms for legal, educational, nonprofit and community events
- Employment for 10 - 12 administrative personnel and 75 part-time faculty

Proposed Financing Team:

The Borrower has engaged Acacia Financial Group, Inc., Burlingame, CA as its financial advisor and Meyers, Nave, Riback, Silver & Wilson, San Francisco, as its bond counsel. The City will be represented in this matter by the City Attorney.

The President and Dean of MCL, Mitch Winick, and MCL's financial advisor, Josh Cooperman, have been asked to be available during the City's meeting to answer questions about MCL, the proposed financing, or the Resolution being presented for consideration by the Council.

Enclosures and Other Documentation:

The Term Sheet and drafts of the Financing Agreement, Installment Purchase and Installment Sale Agreement for this financing are on file with the Clerk of the City. The proposed Resolutions are attached to this report. Any other documents referred to in the Resolution are available from staff upon request.

FISCAL IMPACT

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Seaside, it is expected that that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City. The Borrower will be the beneficiary of the CMFA's charitable donation through a 25% reduction in issuance fees.

ATTACHMENTS

Meeting Date: November 16, 2017

1. Resolution No. 1
 2. Resolution No. 2
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 17-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE, CALIFORNIA,
REGARDING APPROVAL OF THE EXECUTION AND DELIVERY OF REVENUE
REFUNDING CERTIFICATES OF PARTICIPATION BY THE CITY OF SEASIDE TO
REFINANCE PRIOR CERTIFICATES OF PARTICIPATION APPLIED TO THE
ACQUISITION, CONSTRUCTION AND EQUIPPING OF EDUCATIONAL
BUILDINGS AND PROVIDING THE TERMS AND CONDITIONS FOR THE
EXECUTION AND DELIVERY OF THE CERTIFICATES OF PARTICIPATION AND
CERTAIN OTHER MATTERS RELATING THERETO.**

WHEREAS, the City of Seaside (the “City”) has proposed to authorize the execution and delivery of revenue refunding certificates of participation in an aggregate face amount not to exceed \$2,550,000 (the “Certificates”) representing undivided interests in installment payments to be made by the City, the proceeds of the sale of which will be paid to Monterey College of Law, a California nonprofit public benefit corporation (the “Corporation); and

WHEREAS, the Corporation proposes to use the proceeds of the Certificates to (i) refund City of Seaside Revenue Certificates of Participation (Monterey College of Law) Series 2008, the proceeds of which were applied to pay and refinance costs of acquisition, construction and equip-ping educational buildings built on the campus owned and operated by the Corporation (the “Project”) and (ii) pay costs of execution and delivery of the Certificates;

WHEREAS, the Project is located in the County of Monterey, in the City of Seaside at 100 Col Durham Street and 2120 Durham Street, Seaside, California 93966, and is owned and operated by the Corporation; and

WHEREAS, the interest on the Certificates may qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”) only if the Certificates are approved in accordance with Section 147(f) of the Code; and

WHEREAS, the City has jurisdiction over the entire area in which the Project is located; and

WHEREAS, the City Council (the “Council”) is the elected legislative body of the City, and as such is required to approve the execution and delivery of the Certificates under Section 147(f) of the Code, and the Corporation has requested the City to approve the execution and delivery and the sale of the Certificates in order to satisfy the public approval requirements of Section 147(f) of the Code; and

WHEREAS, the City has jurisdiction over the entire area in which the Project is located; and

WHEREAS, the City Council (the “Council”) is the elected legislative body of the City, and as such is required to approve the issuance of the Certificates under Section 147(f) of the Code, and the City has requested the Council to approve the execution and delivery and sale of

the Certificates in order to satisfy the public approval requirements of Section 147(f) of the Code; and

WHEREAS, the City has caused a notice of public hearing to be held by the Council with respect to the execution and delivery of the Certificates, which notice has been published once in a newspaper of general circulation in the City at least 14 days prior to the date set for the hearing and which notice provided a reasonable opportunity for persons of differing views to appear and be heard at the hearing; and

WHEREAS, the Council has duly held the public hearing described above on the date of adoption of this Resolution, and a reasonable opportunity was provided for all persons present to be heard and to comment on the execution and delivery and sale of the Certificates and the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEASIDE:

Section 1. Recitals. This City Council does hereby find and declare that the above referenced recitals are true and correct.

Section 2. Public Hearing. Pursuant to Section 147(f) of the Code, the City Council held a public hearing on November 16, 2017 and provided an opportunity to present arguments both for and against the execution and delivery of the Certificates and the nature and location of the Project. The City Council has further considered all testimony and comments submitted in connection with the execution and delivery of the Certificates and the nature and location of the Project at the public hearing.

Section 3. Approval of the Issue. After consideration of comments received at the public hearing, the City Council hereby approves the execution and delivery and sale of the Certificates for the purpose of providing financing of the Project. It is the purpose and intent of the Council that this Resolution constitute approval of the Certificates by the applicable elected representatives of the governmental unit (a) on behalf of which the Certificates will be issued, and (b) having jurisdiction over the area in which the Project is located, in accordance with Section 147(f) of the Code.

Section 4. Authorization. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby.

Section 5. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

Section 6. Certification by the Clerk. The Clerk of the City of Seaside shall certify to the adoption of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council in the City of Seaside duly held on the 16rd day of November, 2017.

AYES COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Ralph Rubio, Mayor, City of Seaside

ATTEST:

Lesley Milton-Rerig, City Clerk
City of Seaside

RESOLUTION NO. 17-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE, COUNTY OF
MONTEREY, STATE OF CALIFORNIA, APPROVING THE FORM OF AND
AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION
WITH THE REFINANCING OF EDUCATIONAL BUILDINGS AND PROVIDING THE
TERMS AND CONDITIONS FOR THE EXECUTION AND DELIVERY OF
CERTIFICATES OF PARTICIPATION AND OTHER MATTERS RELATING
THERE TO**

WHEREAS, the City Council is the elected legislative body of the City of Seaside (the “City”) and is empowered by Section 37350 *et seq.* of the Government Code of the State of California to acquire real estate and personal property and to dispose of the same through lease, lease-purchase or installment sales agreements, or otherwise, as may be necessary or convenient for the public purposes of the City;

WHEREAS, Monterey College of Law, a California nonprofit public benefit corporation (the “Corporation”), has requested that the City authorize the execution and delivery of Revenue Refunding Certificates of Participation (Monterey College of Law) Series 2017 (the “Certificates”) and apply the proceeds of the sale thereof to the Corporation (the “Financing”) for the purposes of (i) refunding Revenue Certificates of Participation (Monterey College of Law), Series 2008 (the “Prior Certificates”) proceeds of which were applied to the costs of acquisition and construction of certain buildings (the “Facilities”) built on the educational campus (the “Project”) owned and operated by the Corporation, which Facilities are located within the County of Monterey and the City of Seaside, and (ii) paying costs of execution and delivery of the Certificates;

WHEREAS, it is in the public interest and for the public benefit of the Corporation that the City authorize and direct the execution of the financing documents in connection therewith;

WHEREAS, the legal obligations of the City in connection with the Financing and the Certificates are limited to revenues received by the City from the Corporation pursuant to the installment Sale Agreement (as defined below); and

WHEREAS, the City, based on the information provided by the Corporation with respect to the Project, has made certain determinations with respect to public benefits that may be derived from the financing of the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEASIDE AS FOLLOWS:

Section 1. The City Council does hereby find and declare that the above recitals are true and correct.

Section 2. The below-enumerated documents are hereby authorized to be prepared and, when prepared, the Mayor or, designee, is hereby authorized and directed to execute such

agreements, with such nonsubstantial changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are approved by Bond Counsel and counsel to the City, such approval to be conclusively evidenced by the execution and delivery thereof by the Mayor or, designee:

1. The Financing Agreement (the “Financing Agreement”) to be entered into between the City and the Corporation, providing for the authorization and execution and delivery of the Certificates, which pursuant to such Financing Agreement are to be dated the date of delivery thereof;

2. The Installment Purchase Agreement (the “Purchase Agreement”) to be entered into between the Corporation and the City, relating to the purchase of Real Property by the City and the payment of installment Payments related thereto;

3. The Installment Sale Agreement (the “Sale Agreement”) to be entered into between the City and the Corporation, related to the sale of the Real Property by the City to the Corporation and the payment of certain Purchase Payments related thereto;

4. The Certificate Purchase Contract (the “Purchase Contract”) to be entered into between Praetorian Guard, as representative of the purchasers of the Certificates (the “Investors’ Agent”), and the City providing for the sale of the Certificates to the purchasers.

Section 3. The City Council hereby approves the sale of the Certificates, representing purchase payments to be made by the City to the Corporation under the Purchase Agreement, pursuant to the Purchase Contract. The Mayor or, designee, is hereby authorized and directed to execute such document, with such nonsubstantial changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are approved by Bond Counsel and counsel to the City, such approval to be conclusively evidenced by the execution and delivery thereof by the Mayor or, designee.

Section 4. The City approves the execution and delivery of an aggregate principal amount not to exceed \$2,550,000 of Revenue Refunding Certificates of Participation (Monterey College of Law) Series 2017 in accordance with the terms of, and to be secured in accordance with, the Financing Agreement. Payment of the principal of, any redemption premium and the interest on, the Certificates shall be made solely from the revenues to be received by the City pursuant to the Sale Agreement and the Financing Agreement and said Certificates shall not be deemed to constitute a debt or liability of the City.

Section 5. The City hereby authorizes and directs the Mayor or, designee, on behalf of the City, to execute, by manual or facsimile signature, the Certificates, in the name and on behalf of the City, in an aggregate principal amount to be determined at the time of the execution and delivery of the Purchase Contract, with a final maturity date not later than November 1, 2029 and in the form set forth in the Financing Agreement; the Certificates shall bear interest at the rates to be set forth in, or determined in accordance with, the Financing Agreement. The aggregate principal amount of Certificates may not exceed \$2,550,000.

Section 6. The Mayor or, designee, and other appropriate officers of the City are hereby authorized and directed to prepare and execute such other documents and certificates as may be necessary to effect the purposes of this Resolution and the financing hereby described.

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of November, 2017.

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Ralph Rubio, Mayor, City of Seaside

ATTEST:

Lesley Milton-Rerig, City Clerk
City of Seaside



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Craig Malin, City Manager

DATE: November 16, 2017

**SUBJECT: DISCUSS AND PROVIDE DIRECTION REGARDING A PROPOSED
DRAFT ORDINANCE ESTABLISHING REGULATIONS FOR
SHORT-TERM RENTALS IN THE CITY OF SEASIDE AS DIRECTED
BY THE CITY COUNCIL DURING THE SEPTEMBER 21, 2017
STUDY SESSION**

PURPOSE

To provide an opportunity for the City Council to consider and discuss a proposed second draft ordinance establishing regulations regarding short-term rentals in the City of Seaside, then provide direction to staff.

RECOMMENDATION

It is recommended that the City Council discuss and consider a draft ordinance regarding regulation of short-term rentals and provide direction to staff.

BACKGROUND

With considerable public input, the City Council discussed a first draft of an ordinance regulating short-term rentals on October 19. In response to public input and Council discussion, a second draft of the ordinance has been prepared which simplifies a number of potential regulations, eliminates the concept of “grand-fathered” permits and adds the idea of limiting concentrations of short-term rentals on any given block to not more than 50% of dwellings. Should the Council find the draft generally acceptable, the next step would be to send the draft ordinance to the Planning Commission, for further public input and review.

FISCAL IMPACT

There will be increased collections of Transient Occupancy Tax and Sales Tax.

ATTACHMENTS

1. Proposed Draft Ordinance #2
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

PROPOSED ORDINANCE NO.

AN ORDINANCE OF THE CITY OF SEASIDE REGULATING SHORT-TERM RENTALS

The City Council of the City of Seaside does ordain as follows:

Section 1. FINDINGS. The City Council finds as follows:

WHEREAS, there has been an increase in privately owned residential dwellings being used as short-term rentals in the City of Seaside; and

WHEREAS, short-term rentals provide a benefit to the City by expanding the number and type of lodging facilities and will provide increased Transient Occupancy Tax revenue to the City; and

WHEREAS, increase in short-term rentals has caused concern about possible adverse impacts to surrounding neighbors and properties including a reduction in affordable housing, excessive noise, disorderly conduct, traffic congestion, illegal vehicle parking and accumulation of refuse; and

WHEREAS, to ensure neighborhood compatibility, to facilitate economic growth within the City and to protect the health, safety and general welfare of the City's residents,

NOW, THEREFORE, the City Council of the City of Seaside does ordain as follows:

Section 2. PURPOSE.

The purpose of this ordinance is to establish regulations for the use of privately owned residential dwellings as short-term rentals to minimize any negative impacts on surrounding properties and to ensure the collection and payment of transient occupancy taxes.

Section 3. AUTHORITY.

In accordance with the California Constitution, Article XI, Section 7, a City may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws.

Section 4. DEFINITIONS.

As used in this ordinance, the following terms shall have the following meanings:

A. City. The City of Seaside.

B. Short-term Rental. A privately owned residential dwelling, such as, but not limited to, a single family detached or multiple family attached dwelling, apartment house, condominium, cooperative apartment, duplex, mobile home on permanent foundations or a manufactured home on permanent foundations, or any portion of such dwellings, rented for occupancy for dwelling, lodging

- or sleeping purposes for any period less than thirty consecutive days.
- C. Hosted Short-Term Rental. A dwelling unit where the owner with the majority interest in the residential property, or an owner holding an equal share interest if no other owner owns a greater interest, occupies a dwelling unit as his or her principal residence and offers the dwelling or a habitable portion thereof for transient occupancy by others.
 - D. Non-Hosted Short-Term Rental. A dwelling unit that is offered for transient occupancy where the owner does not occupy the dwelling unit that is offered for transient occupancy as his or her principal residence.
 - E. Good Neighbor Brochure. A brochure, available from the City, to be given to guests, which includes a summary of the City's regulations relating to short-term rentals.
 - F. Guest. The overnight occupant(s) renting the short-term rental for a specified period and the daytime visitors of the overnight occupants.
 - G. Local Contact Person. The person designated by the owner or the owner's authorized representative who shall be available twenty-four hours per day, seven days per week for the purpose of responding within sixty minutes to complaints related to the short-term rental and taking remedial action to resolve such complaints.
 - H. Operator. The owner or the owner's authorized representative who is responsible for compliance with this ordinance.
 - I. Owner. The person or entity that holds legal or equitable title to the short-term rental property.
 - J. Responsible Person. A guest of the short-term rental who is at least eighteen years of age and who is legally responsible for ensuring that all guests of the short-term rental comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the short-term rental.
 - K. Short-term Rental Permit. An annual permit issued by the City that allows the use of a privately owned residential dwelling as a short-term rental pursuant to this ordinance.

Section 5. APPLICABILITY.

This ordinance applies to short-term rentals as defined in Section 4. The following do not qualify as a privately owned residential dwelling as used herein, and therefore do not need to obtain a short-term rental permit: any hotel, motel, studio hotel, rooming house, dormitory, public or private club, bed and breakfast inn, cottage inn, or country inn; a camping site, recreational vehicle, or park model; a hospital, sanitarium, medical clinic, convalescent home, rest home, home for aged people, foster home, halfway house, transitional housing facility, or other similar facility operated for the care, treatment, or reintegration into society of human beings; any asylum, jail, prison, orphanage or other facility in which human beings are detained and housed under legal restraint; any housing owned or controlled by an educational institution and used exclusively to house students, faculty or other employees with or without their families, any fraternity or sorority house or similar facility occupied exclusively by students and employees of such educational institutions and officially recognized and approved by it; any housing operated or used exclusively for religious, charitable or

educational purposes; any housing owned by a governmental agency and used to house its employees or for governmental purposes; any camp as defined in the Labor Code or other housing furnished by an employer exclusively for employees or employees and their families; and any second unit.

Section 6. SHORT-TERM RENTAL PERMIT.

- A. In addition to any land use entitlement required by City of Seaside, the owner or operator shall obtain an annual short-term rental permit pursuant to Sections 6 and 7 herein from the City of Seaside Planning Department before renting or advertising for rent any short-term rental.
- B. If there is a deed restriction on a property that prohibits the use of a residential dwelling as a short-term rental, then that deed restriction shall control.
- C. If there is an affordability restriction on the property, the property may not be used for short-term rental purposes.
- D. An application may be denied if the applicant has had a prior short-term rental permit revoked for the same dwelling within the past twelve calendar months.

Section 7. SHORT-TERM RENTAL PERMIT APPLICATION AND FEE.

- A. An owner or operator shall submit to the Planning Department a short-term rental permit application provided by the City along with a first-time application fee established annually through the Annual Fee Resolution adopted by the City Council. The short-term rental permit shall be valid for one year from the date of issuance.
- B. The number of permits to be issued by the City of Seaside in 2018 and 2019 will not exceed 100 hosted short-term rentals nor 100 non-hosted short-term rentals.
- C. The City Council will establish the maximum allowable number of hosted and non-hosted short-term rental permits not less than annually, and in doing so, will project forward the maximum allowable number of hosted and non-hosted short-term rental permits not less than three years into the future.
- D. Each applicant property will be subject to a fire and building safety inspection.
- E. An owner of a hosted short-term rental shall submit proof of principal residency.
- F. The annual permit fee shall be established annually through the Annual Fee Resolution adopted by the City Council.
- G. A short-term rental permit shall be renewed on an annual basis on the anniversary of the original permit issuance by submitting to the Planning Department a short-term rental permit application and a renewal application fee established annually through the Annual Fee Resolution adopted by the City Council.
- H. Short-term rental permits shall not be issued for dwellings which exceed more than half the dwellings on a block face, with the initial application date being the determining factor for permit issuance.
- I. The short-term rental permit shall expire automatically when the short-term

rental changes ownership, and a new initial application and first-time application fee will be required. A new application and first-time registration fee shall also be required for any short-term rental that has had its short-term rental permit revoked or suspended.

- J. The registration fees may be used to cover any City costs for administering or enforcing this ordinance, including the use of an outside management company retained for such purpose.

Section 8. SHORT-TERM RENTAL OPERATIONAL REQUIREMENTS.

- A. The owner or operator shall ensure that the short-term rental is used in a manner that complies with all applicable laws, rules and regulations pertaining to the use and occupancy of a short-term rental.
- B. The number of short-term renters/guests per property is limited to four persons per legal bedroom; for example a three bedroom house would be limited to twelve guests.
- C. The owner, operator or local contact person shall respond within sixty (60) minutes of being notified that the responsible person or guest of the short-term rental created unreasonable noise, engaged in disorderly conduct or committed violations of any applicable law, rule or regulation and halt or prevent the recurrence of such conduct. The owner, operator or local contact person shall be subject to all administrative, legal and equitable remedies available to the City for failing to respond within 60 minutes.
- D. The short-term rental shall be occupied for not less than two (2) days and one (1) night.
- E. Trash and refuse shall not be left stored within public view, except in proper containers for purposes of collection by the City's authorized waste hauler.
- F. A short-term rental shall not change the residential character of the outside appearance of the residence including color, material, lighting or any advertising mechanism, including "vacation rental" signs.
- G. Guests of the short-term rental shall comply with City of Seaside Municipal Chapter 9.12 Regulating Noise, including quiet hours between the hours of 10 PM and 7 AM.
- H. The operator shall post the following information in a prominent location within the short-term rental:
 - 1. Operator name and number;
 - 2. Local contact person name and number;
 - 3. The telephone number for the Police Department and Code Enforcement;
 - 4. The maximum number of parking spaces available onsite;
 - 5. Trash pick-up day and applicable rules and regulations;
 - 6. A copy of City of Seaside Noise Regulations;
 - 7. A copy of the good neighbor brochure; and
 - 8. Notification that a guest, local contact person, responsible person or owner may be cited or fined by the City in accordance with this ordinance.

Section 9. TRANSIENT OCCUPANCY TAX.

- A. The operator shall comply with all the requirements of City of Seaside Municipal Code, Chapter 3.24 Transient Occupancy Tax. For the purposes of City of Seaside Municipal Code, Chapter 3.24, a short-term rental shall qualify as a “hotel.” The City Manager or designee shall be responsible for the enforcement of the provisions of Chapter 3.24.
- B. 25% of the Transient Occupancy Tax collected from short-term rentals shall be set-aside in the City of Seaside Housing Fund to be used to assist with affordable housing in accordance with the direction of the City Council.

Section 10. NOTIFICATION AND COMPLAINTS.

- A. Written notice will be provided to all dwellings located within 100 feet of the short-term rental’s property line that a short-term rental permit was obtained for the short-term property. Such notification shall also include the operator’s and local contact person’s contact information.
- B. Complaints related to the operation of the short-term rental including, but not limited to, unreasonable noise and disorderly conduct shall be initially directed to the local contact person. If the local contact person is unavailable or fails to respond, the complaint shall be made to the City of Seaside Police Department.
- C. Complaints related to the issuance of a short-term rental permits and compliance with this ordinance shall be directed to the City of Seaside Code Enforcement Division.

Section 11. ENFORCEMENT, VIOLATIONS, FINES AND PENALTIES.

- A. In addition to any other remedies provided by law, violations of this ordinance shall be enforced as authorized in City of Seaside Municipal Code. Each day a violation is committed or permitted to continue shall constitute a separate offense. Violations of this ordinance shall be treated as a public nuisance and strict liability offense regardless of intent.
- B. A violation of any provision of this ordinance by any of the guests, owners or operators shall constitute grounds to suspend or revoke a short-term rental permit.

Section 12. SEVERABILITY.

If any provision, clause, sentence or paragraph of this ordinance of the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 13. EFFECTIVE DATE.

This ordinance shall take effect thirty (30) days after its adoption.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Craig Malin, City Manager

DATE: November 16, 2017

**SUBJECT: DISCUSS AND APPROVE A RESOLUTION APPROVING
EXECUTION OF A CONTRACT WITH WILLDAN TO CONDUCT AN
ANALYSIS OF THE CITY OF SEASIDE'S FISCAL POSITION AS IT
RELATES TO THE CONTINUATION OR DISSOLUTION OF THE
FORT ORD REUSE AUTHORITY FOR A NOT TO EXCEED COST
OF \$60,500 WITH THE CITY OF MARINA CONTRIBUTING \$30,250**

PURPOSE

Provide the City of Seaside with an independent assessment of the fiscal impact of the dissolution or continuation of the Fort Ord Reuse Authority.

RECOMMENDATION

That the City Council Approve the Resolution and Authorize the City Manager to execute the contract for services.

BACKGROUND

The Fort Ord Reuse Authority (FORA) was created in 1994, and was originally scheduled to be dissolved in 2014. In 2012, the dissolution date of FORA was extended to June 30, 2020. As the impending dissolution date of the extension nears, FORA is discussing and debating varying transition options.

The cities of Seaside and Marina have substantial tracts of land within their corporate boundaries that are former Fort Ord parcels. Both the liabilities and opportunities related to these parcels are significant, and an independent assessment of the potential fiscal impacts of the full range of FORA transition options is prudent. The City Council budgeted \$40,000 in the current fiscal year to fund such an assessment.

The City of Seaside released a Request For Proposals to prepare a fiscal impact model and

report which explores the potential financial consequences of FORA's dissolution or extension, within a range of potential development intensities, both singularly and with the City of Marina. The City received five proposals and, together with the City of Marina, interviewed four firms. The outcome of the interviews is a recommendation to contract with Willdan, a firm with extensive fiscal modeling experience. Willdan is based in Oakland and, at the request of the proposal interview panel, is partnering with Public Financial Management's (PFM) San Francisco office.

The cost of the combined Willdan / PFM workplan is \$60,500, which the cities of Seaside and Marina will split 50/50. PFM also includes a Long-term Budget Forecast model as an optional task, at \$25,000 per city, which staff may recommend at a future date.

FISCAL IMPACT

The fiscal impact associated with this item is a not to exceed cost of \$30,500 of which \$40,000 is budgeted for Fiscal Year 2017-18.

ATTACHMENTS

1. Proposal
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

November 9, 2017

Mr. Craig Malin
City Manager
City of Seaside
440 Harcourt Avenue
Seaside, California 93955

Re: Revised Proposal to Prepare a Fiscal Analysis for the City of Seaside

Dear Mr. Malin:

Per your request, Willdan Financial Services ("Willdan"), in conjunction with PFM, is proud to submit the following revised proposal to prepare a fiscal analysis. Willdan has assembled a highly-qualified team of fiscal impact experts and has presented a comprehensive scope of services within the attached submission. We believe the City will find the attached proposal responsive to the needs of this assignment for the following reasons:

Dedication to Public Agencies and Public Solutions — Willdan has conducted studies for public agencies throughout California. Our team understands the problems facing local government under the current economic climate, and we have oriented our practice to support an agency's changed budget policies and public service priorities. Another advantage is our breadth of knowledge of city finance and community development operations. Our public finance teams often draw on a broad base of city finance, engineering, and building safety expertise that is not confined to project infrastructure and service funding plans. Over the past 50 years, Willdan's services have become increasingly tied to the long-term success of cities and their management of proposed development.

Broad Expertise with Municipal Finance — The firm's commitment to public agencies and public solutions has helped us develop the broad financial expertise that will be utilized for this engagement. Willdan has worked on virtually every aspect of municipal finance, including fiscal and economic impact studies related to development, annexation and re-organization, the financing of infrastructure and services through special districts or supplemental taxes, and even working under contract as a department of an entire municipality. This experience has provided Willdan team members with deep insight into the sources of municipal revenue and the costs of services.

Specific Expertise in Fiscal Analysis Studies — In the role of project manager, Managing Principal James Edison will provide technical and policy guidance, as well as quality assurance to maintain quality client deliverables and high levels of integrity and outcomes throughout the project's duration. Mr. Edison has prepared dozens of fiscal impact studies for a wide range of needs, including planning, development, incorporation and annexation. Senior Project Analyst Ernesto Vilchis will provide analytical support. With over 20 years of professional experience, his areas of expertise include community and economic development, land use planning, affordable housing and transit oriented development, and neighborhood revitalization.

Local Expertise — Willdan has provided financial consulting services to the City, including assessment district annual administration services, and disclosure and federal tax compliance services, related to municipal bonds. Furthermore, Mr. Edison has worked on a range of projects in Monterey County, including the Monterey Downs Fiscal and Economic Impact Analysis. Our proven record of success on a variety of projects for the City provides assurance of the professionalism and capability we will bring to this engagement. More importantly, our knowledge of the organization, procedures and staff will allow us to more effectively gather data and information, and clarify questions. This prior experience will provide an unmatched understanding of local political and constituent dynamics within the City.

The Willdan Team is excited about this opportunity to serve the City of Seaside. To discuss any aspect of this submission or to arrange for an interview please contact Mr. Edison at (510) 912-4687 or via email at jedison@willdan.com.

Sincerely,

WILLDAN FINANCIAL SERVICES



Chris Fisher
Vice President, Group Manager



James Edison
Managing Principal

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Qualifications and Experience

Firm Background

Willdan Financial Services is one of four operating divisions within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly-traded company on NASDAQ (ticker: WLDN). WGI, through its subsidiaries, provides professional technical and consulting services that ensure the quality, value and security of our nation's infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its surrounding communities. In doing so, Willdan has gained a notable reputation for technical excellence, cost-effectiveness, and client responsiveness in providing superior consulting services. The company's service offerings span a broad set of complementary disciplines that include engineering and planning, energy efficiency and sustainability, financial and economic consulting, and national preparedness. Willdan has crafted this set of integrated services so that, in the face of an evolving environment—whether economic, natural, or built—Willdan can continue to extend the reach and resources of its clients.



Willdan has hundreds of employees operating out of offices located throughout California, as well as in New York, New Jersey, Arizona, Nevada, Colorado, Florida, Illinois, Kansas, Arkansas, Ohio, Oregon, Texas, Washington and the District of Columbia. Through our wholly-owned subsidiaries—Willdan Engineering, Willdan Energy Solutions, Willdan Financial Services, Willdan Homeland Solutions, and Willdan Infrastructure—Willdan offers comprehensive services.

Willdan Financial Services

Founded in 1988, Willdan Financial Services is one of the largest public sector financial consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of financial challenges, such as financing the costs of growth and generating revenues to fund desired services. Willdan assists local public agencies by providing the following services:

- Utility rate and cost of service studies;
- Cost allocation studies;
- Real estate economic analysis;
- Economic development plans and strategies;
- Tax increment finance district formation and amendment;
- Housing development and implementation strategies;
- Financial consulting;
- Real estate acquisition;
- Classification / compensation surveys and analysis;
- Development impact fee establishment and analysis;
- Feasibility studies;
- Debt issuance support;
- Long-term financial plans and cash flow modeling; and
- Property tax audits.

Our staff of over 70 full-time employees supports our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise.

Fiscal Analysis Experience

For 29 years, Willdan has conducted studies for public agencies throughout California that have helped us develop the broad expertise that we will bring to this fiscal analysis engagement. We have completed fiscal and economic impact analysis for a wide range of projects and agencies, user fee studies and cost allocation plans that help public agencies ensure that they are properly recovering costs for services provided, and that provide Willdan staff with unique insight into municipal budgets and fee programs.

Willdan has completed fiscal impact analyses for a wide range of projects and municipal agencies. The project manager proposed for the City of Seaside's project, Mr. James Edison, has prepared dozens of fiscal impact studies for a wide range of needs, including planning, development, incorporation, and annexation. Following are several project examples.

- **Monterey Downs Fiscal and Economic Impact Analysis, Monterey Downs, LLC** – prepared an analysis of the fiscal and economic impacts of the project, which included residential, retail, hotel and an equestrian facility, on the City of Seaside and the County of Monterey.
- **Conceptual Plan Fiscal Impact Analysis, City of Alameda** – prepared an estimate of the fiscal impact of the development to provide guidance specific to the range of negotiation of incentives for development. Examined expected project revenues and expenditures required to provide municipal services.
- **Napa Pipe Specific Plan Analysis, County of Napa** – analyzed the fiscal and economic impact of the project on Napa County, and prepared an urban decay analysis.
- **Loma Rica Specific Plan, City of Grass Valley** – prepared a market study, fiscal impact study, and implementation plan for the Loma Rica Specific Plan.
- **Pomona Valley Hospital Medical Center Fiscal Impact Analysis, City of La Verne** – analysis included the identification of: current supply and demand for medical facilities in the area, impact on public services, and fiscal and economic impacts of the proposed project on the finances of the City and the City economy.
- **Temecula Creek Inn Fiscal Impact Analysis, City of Temecula** – prepared a fiscal impact analysis to identify whether the proposed development would negatively impact the City.
- **Solar Farm Fiscal and Economic Analysis, County of Imperial** – evaluated the fiscal and economic impacts of a series of proposed solarvoltaic facilities (or “solar farms”) on land near the Town of Calipatria within the County.
- **Crossroads Redevelopment Area Market Analysis & Tax Increment Financing Feasibility Strategy, City of Omaha, NE** – conducted a market feasibility study and an economic and fiscal impact analysis of the proposed Crossroads Mall Redevelopment Area within the City of Omaha.
- **Revenue Enhancement Options Study, City of Duarte** – examined options to seek additional revenue as well as realize savings on City services. Analyzed the feasibility and approximate revenue from a number of sources, including parcel taxes, special taxes, utility user fees, sales tax measures, as well as others.

Mr. Edison is well respected by our clients for his skills in proactively organizing a clear, consensus-based project approach.

Sub Consultant

For the City of Seaside's engagement, Willdan has partnered with our colleagues at PFM, who will be responsible for the development of the long-range financial model. Provided below is PFM's firm profile.

PFM Firm Description

PFM works exclusively with government and non-profit sector clients and they understand the issues that are unique to financial planning in the local government context. PFM has worked with cities in California and nationally in addressing the full range of budget issues faced by local governments. The PFM team includes public finance professionals with broad experience in California and nationally. This allows PFM to bring best-practices from over 25 years of direct consulting practice in municipal budgets to bear for the benefit of the City.

Recently, the Ash Center at Harvard Kennedy School recognized 30 publicly available studies on government efficiency. Three of those studies were conducted by PFM, more than any other single firm.

Firm Organization

The PFM Group was founded in 1975 on the principle of providing sound independent and fiduciary financial advice to governmental and non-profits entities. It is comprised of seven affiliates that are indirect, wholly owned subsidiaries of a holding company known as PFM I, LLC.

The Managing Directors of the PFM Group provide overall strategic direction as a group. Individual partners are responsible for specific practice areas, such as Management and Budget Consulting, or regional practices; they also personally manage specific engagements for our clients. The firms that make up the PFM Group have five primary business activities:

- **Management and Budget Consulting:** offering highly effective capital, management and operating budget advice;
- **Financial Advising:** managing transactions related to debt issuance;
- **Investment Management:** providing investment advice and portfolio management for working capital and bond proceeds;
- **Investment Consulting:** structuring simple, reliable and fundamentally sound asset management strategies and retirement plans;
- **Structured Products:** developing innovative financing techniques and investment products.

PFM's Management and Budget Consulting Practice

PFM Group Consulting LLC, which houses PFM's Management and Budgeting Consulting (MBC) practice, will lead the work on the fiscal analysis. PFM's MBC practice started over 20 years ago and it now includes more than two dozen professionals located in six offices around the nation.

The MBC practice has helped public sector leaders of state and local governments to improve operational and fiscal performance and advised local governments on fiscal and economic turnarounds that have gained national recognition. They assist state and local governments by providing assistance on budgeting and operational issues with a focus on the intersection of policy, program, budget and results.

Through their broad range of public-sector consulting services, they are highly qualified to provide assistance to state and local governments, including:

- | | |
|---|---|
| <ul style="list-style-type: none"> ▪ Multi-year strategic, financial and management plans; ▪ Priority Based Budgeting/Budget for Outcomes support; ▪ Shared services and multi-jurisdiction service delivery; ▪ Operational and Organizational Efficiency Studies; ▪ Program evaluation; ▪ Benchmarking, performance measurement, comparability analysis; ▪ Revenue maximization; ▪ Non-tax revenue enhancements; | <ul style="list-style-type: none"> ▪ Departmental expenditure and operational improvements; ▪ Operating and capital budget development support; ▪ Capital program management improvements; ▪ Public-private partnerships, privatization and managed competition; ▪ Asset valuation; ▪ Financial policy development; ▪ Cash flow and fiscal position assessment; ▪ Labor-management analysis and expert testimony; ▪ Workforce and retiree benefits alternatives; and ▪ Economic development strategy. |
|---|---|

Scope of Services

Project Understanding

Located in the Monterey Bay area, the Fort Ord Army Base encompasses 45 square miles and was closed in 1994. At that time, a Base Reuse Plan (BRP) was created, along with the Fort Ord Reuse Authority (FORA), to guide region-scale planning and mitigations necessary to repurpose the former Fort Ord. The FORA responsibilities include the following:

- Overseeing replacement land use;
- Assuring compliance with adopted measures;
- Removing physical barriers;
- Financing and constructing major components of required infrastructure and base-wide demands; and
- Protecting identified environmental reserves.

FORA exercises planning, financing, and monitoring responsibilities under state law to meet these objectives in the best interest of the Northern Monterey Bay Community. The initial term of FORA ran through June 2014 but was extended by the State of California for an additional 6 years, terminating in June of 2020.

Fort Ord was one of the largest U.S. Military bases ever shutdown and in turn has caused significant economic challenges for the nearby Cities of Marina and Seaside. Willdan understands that the City of seeks a financial consultant to prepare a fiscal impact analysis of the impact on the Cities of Seaside and Marina (collectively, "Cities"), singularly and together, of the following alternate scenarios:

- A. FORA dissolving in 2020, as is currently planned; or
- B. FORA being extended past 2020, with a revised organizational structure.

The analysis should identify whether the required BRP mitigations that the City of Seaside and/or the City of Marina would be required to implement after FORA's termination will further challenge municipal finances. As well as whether expected land sales and taxes from redeveloping former Fort Ord parcels be sufficient to meet obligations that would fall to the City of Seaside and/or Marina.

Willdan will prepare a fiscal impact model based on the budget data of the Cities to calculate projected fiscal impacts specific to the provision of services and mitigations related to Fort Ord. We will utilize existing budget and financial data, local economic and real estate data, and information regarding the policies of each City related to the provision of specified services to new development to build the model.

Once a draft fiscal model is complete, we will present preliminary results in-person to staff and applicable stakeholders, and make adjustments as necessary. Following this iterative process, we will present the results to each City Council and FORA, as well as at other public meetings, and be prepared to explain and defend the results.

The analysis will include the following deliverables:

- Fiscal impact model, in Microsoft Excel format, that portrays the alternate scenarios of FORA's 2020 dissolution or extension, under both full and partial build-out of the Fort Ord Base Reuse Plan, with partial build-out representing current development intensities, projected forward. The fiscal impact model will clearly delineate municipal fiscal liabilities and revenue sources to address the fiscal liabilities.
- Final Report of the analysis and recommendation that contains an Executive Summary.
- Attendance at up to six public presentations of the fiscal impact model.

Work Plan

The work plan outlined below is intended to provide a moderate level of detail and macro level approach. Should the City wish to explore any element of the analysis, or the whole analysis, in greater detail, we can adjust or add to our scope as necessary. Any such adjustments, and resulting changes in cost, will be thoroughly discussed with the City, and no additional work initiated without City approval.

We want to ensure that our scope of services is responsive to the City's needs and specific local circumstances. We will work with the City to revise our proposed scope based on input prior to approval of a contract, and as needed during the study.

Willdan's scope of services and project approach incorporates the following:

- Periodic meetings, email communication, and telephone conversations with City staff as needed during the course of developing the deliverables. The Cities will provide background information and copies of any necessary documents and reports.
- Report on other matters that come to our attention during the evaluation that in our professional opinion, the City should consider.
- Consultation with City staff should it become necessary as a result of any legal or other challenge.

Task 1: Gather Data and Refine Approach

Objective: Ensure the project will: 1) achieve the funding objectives of the applicable City; 2) be consistent with current City fiscal assumptions; and 3) take full advantage of available local data.

Description: In this task, we will review and request data from the Cities and then work with staff to investigate and resolve the following issues:

- FORA enabling legislation;
- Fort Ord BRP;
- Materials provided to or reviewed by FORA Transition Task Force, specifically the Community Facilities District and formation documents;
- Review existing documents, including each City's budget data and general plans;
- Work with City staff to define each of the following land use scenarios:
 - Residential;
 - Commercial;
 - Parks/open space;
 - Schools; and
 - Alternate scenario, if needed.
- Determine land use and service population projections; and
- Identify fiscal data for the year to be used as a basis for estimating the cost impacts of growth, such as the City's most recent adopted budget or CAFR.

Deliverables: Information requests to City staff, as needed, and the preliminary spreadsheet analysis.

Task 2: Design and Build Fiscal Impact Analysis

Objective: Construct fiscal model to estimate the revenues and costs associated with each project scenario.

Description: Willdan will construct a fiscal model based on each City's current adopted budget or the actual budget for the last fiscal year. The model will estimate the revenues and costs associated with FORA's 2020 dissolution or extension, respectively. The model will include the current population and employment in each City, as well as changes to employment from anticipated FORA redevelopment. For affected services, the model will estimate each revenue and cost input using either a per capita or case study

approach for the project. The model will calculate per capita factors by dividing total annual revenues or costs by the appropriate service population. Service population will include the Fort Ord project area in each City, as well as for any alternatives.

Task 3: Develop Revenue and Cost Model Inputs

Objective: Develop revenue and cost inputs for the fiscal impact model.

Description: Each revenue and cost input will be developed using either a per capita or case study approach for the project. For revenue, we will consider, at a minimum, the following factors:

- Each City's share of property tax;
- Vehicle license fees;
- Each City's share of property transfer tax;
- Each City's share of sales tax revenues, including both direct and indirect sources;
- Licenses, permits and service charges;
- Intergovernmental revenues;
- Reimbursements;
- Gas Tax revenues;
- Franchise Fees; and
- Fines and Forfeitures.

We will calculate per capita factors by dividing total annual revenues or costs by the appropriate service population. Service population will include the current residential and employment population. Employment will be weighted appropriately to reflect impacts relative to residents for each revenue or cost item. The model will multiply these per capita factors by the projected service population associated with proposed improvement area.

Case study revenue and factors will be developed as follows:

- Property tax projections will rely on the current and anticipated zoning, and will include:
 - Estimated market values;
 - Turnover rates;
 - Property appreciation rates; and
 - Property tax shares.
- Sales tax projections will be considered as applicable, depending on the proposed land uses.
- Service cost factors will rely on the City's call data, or other relevant demand data, and discussions with City staff about service demands for the project.

For cost estimates, we will consider, at a minimum, the following departments/services. For each major department, we will conduct phone interviews with applicable staff from each City.

- Police
- Fire
- Community Development
- Public Works
- Finance
- City Manager
- City Clerk
- City Attorney
- City Council
- Community Services

We will work directly with City staff to determine the service demand of dissolution or extension of FORA. If an alternative is anticipated to have an above-average impact on a particular service, then we will work with City staff to develop the data needed to conduct a case study of costs for that service.

Service cost factors may rely on the call data available from the applicable City and County, or other relevant demand data, and discussions with City staff about service demands for the project.

Task 4: Produce, Test and Refine Model

Objective: Produce model using data gathered in previous tasks.

Description: We will produce a fiscal impact model using the assumptions and revenue and cost inputs previously developed. We will run the model to analyze the proposed project scenarios. We will present preliminary model results to City staff for discussion of key issues and advice on model refinements.

Deliverables: Tables showing model assumptions and results for the meeting.

Task 5: Prepare and Present Report

Objective: Communicate results of the analysis.

Description: Prepare an administrative draft report explaining the results, description of approach and assumptions. Deliver draft report to City staff for comment and modify as appropriate. Subsequent rounds of comments will precede a public review draft and a final draft. The report will contain the results of the fiscal analysis, as well as a qualitative evaluation of the impact of each scenario on each City (such as increased sales tax generated by new residents).

As outlined with the Request for Proposal (RFP), Willdan will coordinate all legal review with the City Attorneys of Seaside and Marina. Furthermore, a draft report will be provided to FORA counsel for comment and we will only release a final report when either or both City Attorney sign off on the legal aspects of the analysis.

Deliverables: Administrative draft report, public review draft, and final draft report.

Task 6: Meetings

Description: It is anticipated that Willdan staff will attend the seven meetings outlined below:

- One kick-off meeting to initiate the project;
- Six public presentation of the fiscal impact model:
 - o One presentation in front of each City Council (Seaside and Marina), two presentations;
 - o One presentation before a joint Seaside/Marina City Council meeting;
 - o One presentation before the FORA Administration Committee;
 - o One presentation before the Transition Task Force; and
 - o One presentation before the FORA Board.

Teleconferences are not considered meetings for the purposes of this scope.

Task 7: Quality Assurance/Control (PFM)

Objective: PFM Group to provide QA/QC for the technical work.

Description: PFM is experienced in California municipal finance and fiscal analysis for cities under a variety of circumstances. Willdan has deep experience in the Monterey Peninsula. At the same time, the fiscal analysis required for this study is a sensitive mix of interests between the cities and FORA. A primary role for PFM in this study will be to provide quality assurance and quality control on the fiscal analysis for the cities to ensure that the final fiscal analysis represents an independent view of the cities interests. PFM will be involved in helping design the fiscal analysis with Willdan, and will review and confirm the fiscal analysis throughout the project. The teaming of Willdan and PFM will allow for Willdan's experience and deep knowledge of issues specific to FORA and the cities, and PFM's independent experience and analysis to provide high level of confidence in the outcomes of this project across differing viewpoints.

Optional Task 8 – Long-term Budget Forecast (PFM)

As an optional task PFM can provide a long-term budget forecast for one or both cities.

The fiscal impact from a sunset of the FORA legislation will occur in the context of the broader fiscal situation of each City. Over the next several years, California cities will be facing increased pension costs—with unfunded pension liabilities more than doubling by FY23, increased cost pressures from labor contracts will increase, and there is possibility of a recession—now nearly 100 months from the end of the last recession.

To properly evaluate the fiscal impact of the different outcomes of FORA, each City needs to understand its financial situation and how it may change over the next five years. To facilitate that analysis, PFM is able to prepare a long-term budget forecast for each City and include the different fiscal impacts associated with the analysis described above in the model. This will provide better decision-making for each City beyond just the FORA analysis.

Since each City has different budget drivers, budget models will need to be developed separately for each City. Because of this, each City can decide independently if the development of a model will be of value in the overall analysis.

The following describes the general tasks included in developing long-range financial model.

Financial Forecast

PFM will forecast the City's financial outlook (using either PFM Excel-based model or proprietary budget model). The key to this exercise is to use the model to test various economic outcomes both in and out of each City's control (e.g., recession, changes in pension cost, staffing levels and pay, services provided and levels of service), and to show how changes in the FORA authorization will impact the City's overall budget future. PFM's model has the ability to include up to 100 budget initiatives and view the impact on the City's long-term budget alone or in any combination desired—all with the flip of an "on/off" switch with real-time graphical representation of the results.

The financial forecast will include an evaluation of both operating and capital costs for each City. An important aspect of this analysis is to include in our financial analysis what is not in the budget in order to paint an accurate picture of the City's financial position both now and in the future—unfunded liabilities (deferred infrastructure maintenance, pensions, OPEB), future maintenance, IT replacement, etc.

Development and Testing of Budget Strategies

Specific budget strategies will be developed for each City based on the budget forecast, economic condition, and FORA analysis. PFM will also develop and test City-specific budget strategies to address budget issues unrelated to the FORA disposition. The value in testing these strategies against other budget changes is to see which strategies offer the most budget resiliency over time, and which ones are most likely to meet City and community needs on a long-term basis. Additionally, developing a strategy to address FORA's disposition should also be made in a broader budget context and understanding.

Staff Responsibilities

To complete our tasks on schedule, we will need the cooperation of city staff. We suggest that the City assign a key individual as project manager. It is expected that the City's appointed project manager will:

1. Help resolve policy issues;
2. Coordinate responses to informational requests; and
3. Coordinate review of work products.

Willdan will endeavor to minimize the impact on City staff in the completion of this project. Furthermore, Willdan will rely on the validity and accuracy of the data and documentation provided to complete the services described herein. We will rely on the data as being accurate without performing an independent verification of accuracy, and that we will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Project Team

Willdan's management and supervision philosophy for the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver increased responsiveness and a superior product to our clients. With that philosophy in mind, we have selected experienced professionals for this engagement. We are confident that our team possesses the depth of experience that will successfully fulfill your desired work performance.

Willdan proposes Managing Principal **James Edison** to serve as in the role of **project manager** due to his familiarity with municipal budgets and operations, innovative approaches to funding public facilities and services, and extensive experience completing fiscal and economic impact studies. **Furthermore, he has previously worked on several military base reuse projects, including Fort Ord, Alameda Point, Mare Island and Hunters Point Naval Shipyard.**

Mr. Edison is well respected by our clients for his ability to proactively organize a clear, consensus-based project approach. As the City's day-to-day contact, he will attend key meetings; make presentations; participate in identifying project issues and solutions; and track the project schedule, thereby ensuring the timely completion of project deliverables.

Mr. **Ernesto Vilchis** will serve as **senior project analyst** for the City's engagement. Mr. Vilchis will be responsible for data gathering and report writing. He will also be responsible for coordinating with the client to ensure that data gathering proceeds smoothly and minimizes the burden on client staff.

Mr. **Russ Branson of PFM** will assist the Willdan Team with the development of the long-range financial model. His bio follows.

Mr. Branson is a director in PFM's Management and Budget Consulting Group (MBC) in the San Francisco office. Mr. Branson leads the MBC efforts in the west, and is responsible for overseeing the range of services PFM offers to clients in the development of long-range financial plans, helping ensure sustainable financial health and optimizing performance. He also brings PFM's services to distressed governments, assisting them in moving toward fiscal recovery and stability.

Prior to joining PFM, Mr. Branson spent over 13 years with the City of Roseville, California in financial leadership positions, most recently as Assistant City Manager and Treasurer overseeing Finance and Administrative Services. In that position, he helped lead the City through the Great Recession and into fiscal recovery beyond. Additionally, Mr. Branson continually evaluated the City's fiscal position and ensured long-term budget sustainability through a variety of economic circumstances.

Before joining the City of Roseville, he was a partner with Economic and Planning Systems, an urban economics consultancy, where he spent more than a decade providing clients with services including impact fee studies, infrastructure financing plans, and the establishment of special taxing districts. He spent the early years of his career with the Sacramento Area Council of Governments.

In addition, Mr. Branson has been active on a statewide basis on several boards related to public finance, and teaches at UC Davis Extension on the financial aspects of planning. In 2012, the Sacramento Business Journal honored him as public agency CFO of the Year, and in 2013 he received the award of excellence in public finance by the California Public Securities Association.

Able to Work Effectively with City and Stakeholders

Willdan possesses direct experience with, and understands the importance of, working closely with City staff and key stakeholders to develop an approach that is harmonized with City policies and objectives as well as community sensitivities and characteristics. Willdan team members regularly attend stakeholder and council/board meetings to present our findings and answer questions. Specifically, Mr. Edison possesses extensive experience conducting study sessions for staff and City Councils, along with facilitating and providing technical support for advisory committees and stakeholder workshops.

Resumes

Resumes for the proposed Willdan team members, which include applicable project experience, are provided on the following pages.

James Edison

Project Manager

Education

*Juris Doctorate, Boalt
Hall School of Law,
University of California,
Berkeley*

*Master of Public Policy,
Richard and Rhoda
Goldman School of
Public Policy, University
of California, Berkeley*

*Bachelor of Arts, magna
cum laude, Harvard
University*

Professional Registrations

*Member of State Bar,
California*

*Licensed Real Estate
Broker, California*

Affiliations

*Council of Development
Finance Agencies*

*CFA Society of San
Francisco*

*Congress for the New
Urbanism*

Urban Land Institute

Seaside Institute

*International Economic
Development Council*

16 Years' Experience

Mr. Edison specializes in the nexus between public and private enterprises, with expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional and national governments. He has particularly deep expertise in land use economics with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the United States and internationally. He has worked for both public and private clients on the implementation of public-private transactions, providing market and fiscal analysis, finance strategies, and negotiation support. His public-sector experience includes local and regional economic impact studies, fiscal impact evaluations, new government formation strategies, and the creation of impact fees, assessments, and special taxes to fund infrastructure and public facilities. Mr. Edison has conducted numerous evaluations of the economic and fiscal impact of specific plans, and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development. He has evaluated markets for entire new towns as well as for individual proposed residential, retail, entertainment, office, R&D, hotel and mixed-use projects throughout the western United States and abroad.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments, and has advised both public and private clients on the use of individual instruments and the interaction between those instruments and the needs of developers and project finance. He has also conducted project feasibility studies for a wide range of development, often in connection with community revitalization or expansion efforts. He has conducted fiscal impact evaluations in a wide range of contexts, including specific plans, individual development projects, community revitalization programs, annexations and government reorganizations.

Project Experience

City of Alameda, CA — Alameda Point Financial Analysis: Prepared a fiscal impact analysis and infrastructure financing plan for the Alameda Point Specific Plan. Willdan is currently helping the City negotiate with a developer for the implementation of Site A, the first part of the Alameda Point Specific Plan.

County of Monterey, CA — East Garrison Specific Plan Financing and Implementation: East Garrison, located on the easternmost portion of the former Fort Ord in Monterey County, consisted of approximately 1,400 residential units, including single family detached, town homes, apartments, and affordable housing, a town commercial center, and arts facilities. Mr. Edison assisted the developer and the County with a wide range of financing issues, including the availability and structuring of public finance, fiscal mitigation measures, economic impacts, the implementation of affordable housing, and the negotiation of business terms between the developer and the County. He also assisted the developer in negotiations with the Fort Ord Reuse Authority over the base wide capital improvement program and the structuring of the payment of impact fees generated by the development.

City of Vallejo, CA – Mare Island Renegotiation: The City of Vallejo entered into a Development Agreement and other agreements with the Lennar Corporation in connection with the development of Mare Island, a former naval base that had been closed. After a portion of the development had been completed Lennar sought to renegotiate specific terms of its agreement with the City. The City engaged Mr. Edison to assist with this renegotiation, and provide analysis of market trends, negotiation support, and an in-depth analysis of the pro forma used by Lennar and the City as part of their agreement.

Hunters Point Naval Shipyard, San Francisco, CA: Engaged by the Lennar Corporation to structure the infrastructure financing of the first phase of development at the former Hunters Point Naval Shipyard. A key requirement of the financing and the transaction between Lennar and the City and County of San Francisco was reimbursement of significant environmental remediation and characterization costs as part of the first bond issuance. Mr. Edison devised an allocation

J. Edison*Resume Continued*

strategy to allow a share, a total of approximately \$8 million, of environmental and other pre-development costs for the entire shipyard to be allocated to the bonds issued in connection with the first phase of development.

County of Napa, CA – Napa Pipe Specific Plan: Evaluated infrastructure finance requirements for the Napa Pipe project in southern Napa County, consisting of approximately 500,000 square feet of commercial development, 3,000 residential units, and a hotel. Provided an infrastructure financing strategy, drawing on the resources of the project itself and other financing mechanisms such as special assessments. Mr. Edison also analyzed the fiscal and economic impact of the project on Napa County.

City of Oakland, CA – On-call Market and Economic Services: Assisted the City of Oakland with a number of public-private commercial and residential development projects in the City, providing the following services: market analysis; pro forma preparation, review and audit; development feasibility analysis; financial review; and fiscal and economic impact analysis.

County of Imperial, CA – Solar Farm Fiscal and Economic Analysis: Mr. Edison was engaged by the County of Imperial to evaluate the fiscal and economic impacts of a series of proposed solarvoltaic facilities (or “solar farms”) on land near the Town of Calipatria within the County. For each, Mr. Edison calculated the tax revenues and service expenditures accruing to the County from development of the project, and estimated the economic impacts of the project using IMPLAN, including the impact of the construction and ongoing operation of the solar farm, along with the negative impact of the removal of the project site from agricultural production.

City of Foster City, CA – Pilgrim-Triton Area Economic and Fiscal Impact Analysis: The City of Foster City engaged Mr. Edison to provide an analysis of the fiscal impacts of the development of the proposed Pilgrim-Triton Specific Plan. He provided an examination of the fiscal implications of a range of project alternatives, including the effects on the City’s General Plan and services needed for new development within the specific plan area.

City of Foster City, CA – Gilead, Chess Drive, and Mirabella Fiscal Impact Studies: The City of Foster City hired Mr. Edison to provide an evaluation of the fiscal impact of three specific plans in the City. He evaluated the impact on services of each plan, the anticipated new revenues and expenditures, and the necessity for new public facilities to serve the projects.

City of Vallejo, CA – Costco Expansion Urban Decay, Economic, and Fiscal Impact Analysis: At the request of the City of Vallejo, Mr. Edison examined the economic impact of a proposed expansion of an existing Costco. The analysis included projections of the impact on sales tax, employment, property tax, and the net impact to the City’s budget. Based on the analysis, the City Planning Commission approved the Costco expansion.

City of Redding, CA – Oasis Towne Center Financing and Fiscal Analysis: Hired by the Levenson Development Company (LDC) to assist with an economic/fiscal impact study and a financing plan for the Oasis Towne Center, a retail development of approximately one million square feet in Redding, California. Mr. Edison advised LDC on how to structure the financing of the development in order to provide public benefits from the project and minimize the need for public resources. He prepared an economic and fiscal analysis and negotiated a series of service plans and fiscal mitigation measures with the City of Redding. Mr. Edison also prepared a financing plan for infrastructure needed not only for the immediate project but also for development within the entire Oasis Road Specific Plan area.

County of Placer, CA – Bohemia Lumber Site, Fiscal Impact and Urban Decay Analysis: The County of Placer engaged Mr. Edison to examine the fiscal impact and potential urban decay effects from the development of the former Bohemia Lumber site into a retail center. Mr. Edison prepared the analysis and presented the results to the County Board of Supervisors.

Ernesto Vilchis

Senior Project Analyst

Education

Dual Masters in Public Affairs and Urban and Regional Planning, Woodrow Wilson School at Princeton University

Bachelor of Arts, University of California, Berkeley

20 Years' Experience

Mr. Vilchis has served local government and assisted developers through the provision of financial economic consulting. With over 20 years of professional experience, his areas of expertise include community and economic development, land use planning, affordable housing and transit oriented development, and neighborhood revitalization. Mr. Vilchis also possesses experience in regard to the structuring of ground leases and joint development agreements.

Mr. Vilchis will draw upon past peer review engagements that involved the assessment of the financial feasibility of developer proposals for approximately 450 residential units in a specific San Francisco neighborhood. Another similar engagement he conducted for the City of Oakland required an analysis of the financial feasibility of a proposed 102 market-rate housing development.

Before joining Willdan, Mr. Vilchis was a senior associate with Keyser Marston Associates from 2010 to 2012. In this role, he provided consulting services to local governments in a wide variety of areas including structuring their ground leases, joint development agreements, disposition of surplus property or the provision of public financing. A highlight of his project experience is outlined below.

- Assess financial feasibility of retail component for the planned **Transbay Transit Station in San Francisco.**
- Develop financial model to assess the fiscal impact of a proposed **Infrastructure Finance District in the Rincon Hill Neighborhood in San Francisco.**
- Evaluate the **financial feasibility of a developer's proposal** to redevelop a historic theater in Downtown **Woodland, CA**, and a mixed-use complex in **Downtown Santa Rosa.**
- Review financial feasibility of developer proposals for **400-500 residential building in South of Market Neighborhood in San Francisco.**

Mr. Vilchis also was employed by AECOM (formerly Economics Research Associates) from 2008 to 2010. In the role of associate, he provided consulting services to local governments and private developers in the areas of community and economic development, land use planning, affordable housing and transit oriented development, and neighborhood revitalization. An overview of his project experience in this role is outlined below.

- Conduct **market assessment and financial analysis for the potential development** of Laguna Caren, a 1,000-acre site, in the outskirts of Santiago, Chile.
- Project **retail and residential demand for the redevelopment plan** of downtown Salinas, CA.
- Assist the City of Pittsburg (California) in the development of their **affordable housing strategy** by assessing affordable housing supply and demand, identifying challenges and opportunities for the development of affordable housing in the area.
- Conduct **fiscal impact analysis of a proposed 100-acre development** in the City of Grass Valley, CA.

Additional Project Experience

Lewiston-Queenston Bridge U.S. Plaza Reconstruction – Lewiston, NY: Estimated the benefits and costs associated with the proposed expansion to improve passenger and cargo flow across one of the busiest land U.S. points of entry. Improvements included expansion of inspection lanes, new roadway configurations to improve traffic circulation and safety, and additional inspection docks for cargo vehicles, as well as new support facilities.

E. Vilchis*Resume Continued*

Century Boulevard Multi-Modal Corridor Project – Inglewood, CA: Evaluated the benefits of a series of smart street improvements which would rebalance the flow and promote travel alternatives that will mitigate the impacts of growth along this primary arterial in the region. Proposed improvements include: transit service improvements, roadway improvements, pedestrian linkages improvements, and bicycle lanes and bicycle facility improvements.

Rosemead/Lakewood Boulevard Multi-Modal Capacity Enhancement Project – Pico Rivera, CA: Assessed the benefits and costs of increasing roadway capacity by 50 percent through widening Rosemead/Lakewood Boulevard from a four-lane arterial to a six-lane arterial (one additional lane in each direction) and installing class II bicycle lanes, ADA compliant sidewalks, driveways and access ramps; median modifications; pavement rehabilitation; traffic signal and street lighting improvements.

References

Willdan Financial Services

Provided below are project descriptions, including contact information, that are similar in scope, size, and complexity to the services requested by the City. We are proud of our reputation for customer service and encourage you to contact these past clients regarding our commitment to excellence.

City of Alameda, CA | Alameda Point Financial Analysis

The City of Alameda hired Willdan to assist with a variety of tasks related to the planning and development of Alameda Point, a former naval air station. The City took title to approximately 1,400 acres of land and water from the Navy on June 4, 2013. They began the process of preparing a master development plan, master infrastructure plan, and an Environmental Impact Report for the development of Alameda Point and required assistance on a range of issues related to land economics, including a fiscal impact analysis of the planned development, an infrastructure financing plan, and a feasibility analysis to estimate whether the contemplated development could sustain the burden of infrastructure needed to rehabilitate the base. Currently, Willdan is assisting the City with negotiations with developers of the first two parcels slated for development.

Willdan prepared a fiscal impact analysis examining the general fund revenues (such as property taxes, sales taxes, and a variety of general sources) and expenditures (such as public safety, maintenance, park services, and other items) that would be generated by the planned development at Alameda Point. Willdan prepared a model estimating the general overall impact, as well as a more detailed model examining an imagined phase 1. The effort included estimates of the assessed and market values of development, demographic forecasts, and estimated sales taxes generated by development. Willdan presented the analysis to the City Council at several public meetings.

Willdan also prepared a conceptual infrastructure financing plan for Alameda Point. Willdan worked with the City and engineering staff to estimate phases of development and prepared an analysis of the infrastructure financing revenue that would be available. The analysis included estimates of developer equity, as well as financing sources such as assessments and special taxes.

Finally, Willdan prepared a feasibility analysis that examined the burden of assessments and special taxes that would be required (based on the infrastructure financing plan) and estimated whether development would be able to bear the burden and what price the City could forecast for the land.

Contact Information: Jennifer Ott, Chief Operating Officer
Alameda Point
Tel #: (510) 747-4747; Email: jott@alamedaca.gov

County of Monterey, CA | East Garrison Project Financing and Implementation

East Garrison, located on the easternmost portion of the former Fort Ord in Monterey County, California, consisted of approximately 1,400 residential units, including single family detached townhomes, apartments and affordable housing, a town commercial center and arts facilities. Mr. Edison assisted the developer and the County with a wide range of economic issues, including the availability and structuring of public finance, fiscal mitigation measures, economic impacts, the implementation of affordable housing, and the negotiation of business terms between the developer and the County. He also assisted the developer in negotiations with the Fort Ord Reuse Authority (FORA) regarding the base wide capital improvement program and the structuring of the payment of impact fees generated by the development. Mr. Edison presented this information to the County Board of Supervisors, County staff, and the FORA Board on multiple occasions.

Contact Information: Keith McCoy, President
Urban Community Partners
Tel #: (510) 541-7800; Email: keith.mccoy@urbancommunitypartners.com

County of Napa, CA | Napa Pipe Specific Plan Analysis

Mr. Edison assisted the County of Napa and the developer of Napa Pipe with the Napa Pipe Specific Plan, consisting of approximately 500,000 square feet of commercial development, 3,000 residential units, and a hotel. Willdan prepared a market assessment that evaluated the feasibility and value creation of the uses contemplated for the Plan. Willdan developed an infrastructure financing strategy that drew upon the resources of the project itself and other financing mechanisms such as special taxes and assessments. Willdan also analyzed the fiscal and economic impact of the project on Napa County, and prepared an urban decay analysis that evaluated the impact on retail businesses in the City of Napa. Mr. Edison presented the findings to the County Board of Supervisors and Napa's City Council.

Contact Information: Keith Rogal, President
Napa Development Partners, LLC
Tel #: (707) 251-0123; Email: keith@rogal.net

County of Riverside, CA | Comprehensive Impact Fee Update

The County of Riverside engaged Willdan to perform an update of its comprehensive impact fee program. The fee categories were broad and diverse, including countywide facilities, such as: jail detention facilities and county parks and trails; unincorporated only facilities such as fire stations and libraries; and County planning area specific facilities including storm drains and traffic improvements. Other facilities needed to be differentiated between the Eastern and Western portions of the County, due to separation by distance as well as varying level of facilities by region. The process has been lengthy, involving significant efforts to inform staff of methodological differences between the Willdan methodology, and the methodology of the previous consultant.

Contact Information: Serena Chow, Administrative Services Manager II
Riverside County Economic Development Agency
Tel #: (951) 955-6619; Email: schow@rivcoeda.org

PFM Group

PFM has played the lead role in developing budget strategies and multi-year financial forecasts and plans for governments in California and across the country. These communities featured a diverse range of economic bases, population sizes, and governance constraints. What all had in common when hiring PFM was the desire to achieve sustainable, structural balance by adopting and managing their budget effectively within a long-term perspective.

PFM approaches every engagement with a fresh perspective – no two projects or clients are alike, and the unique needs and challenges they present are always taken into consideration. Within that context, the following are selected examples of our relevant experience:

City of Richmond, CA | Budget Strategies and Five-Year Budget Forecast

In 2015 and 2016 PFM led an engagement with the City of Richmond as part of the National Resource Network (NRN) under contract with the Housing and Urban Development Department. The City was facing near-term structural budget deficits, two recent Rating Agency downgrades resulting in the technical default of two interest-rate swaps, and climbing workforce costs. PFM worked with Council members and staff across departments to identify potential organizational changes that would help balance the budget.

The PFM work was divided in two phases: Phase I provided an initial five-year budget forecast, identification of structural budget issues, and targeted revenue and expense budget strategies to close the budget gap. The City adopted many of these strategies in order to balance their budget—including using the PFM analysis in labor negotiations to achieve union give-backs for retiree health contributions in Police and Fire. Phase II updated the model based on structural changes made and identified budget-balancing strategies that were needed on a continuing basis for the City to balance its budget.

Russ Branson was the project manager for this study and Danielle Scott provided the technical assistance.

Contact: Bill Lindsay, City Manager

City of Long Beach, CA | Various Technical Studies

In 2015 and 2016 PFM provided consulting services to the City of Long Beach covering a wide variety of projects, including: 1) financial difference between City staffing vs. contracting for a new Civic Center, 2) evaluation of a solid waste RFP being challenged by proposers, and 3) analysis of the Long Beach Aquarium's financial position relative to the City providing additional funding for an expansion of the Aquarium. What each of these projects has in common is that were controversial analyses, and the outcome of the analysis was not certain. In each case, PFM was able to effectively provide an analysis that led to decisions by staff and Council that were in the City's best interest.

Russ Branson was the project manager for each of these studies and Ian Tyson provided technical assistance.

Contact: John Gross, Finance Director

Project Timeline

Willdan understands that it is the City's desire to complete this engagement within 120 days of initiation. The following outlines the estimated number of weeks to complete each task within the proposed work plan. A specific project schedule will be developed following consultation with, and in concert with, City staff.

Please be assured that the Willdan Team has the workforce availability and resources to begin the project immediately upon selection, and that our current workload will not detract from providing timely, high quality services consistent with both industry standards and those required by the City.

City of Seaside Fiscal Analysis Project Schedule																
Work Plan	Month 1				Month 2				Month 3				Month #4			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Task 1: Gather Data & Refine Approach																
Task 2: Design & Build Fiscal Impact Analysis																
Task 3: Develop Revenue & Cost Model Inputs																
Task 4: Produce, Test & Refine Model																
Task 5: Prepare & Present Report																
Task 6: Meetings																

Project Management and Workload

At Willdan, we utilize a project management process that ensures projects are completed on time, within budget and most importantly yield results that match our clients' expectations. Our complete project management process has four primary principles common to successful projects:

1. **Define** the project to be completed. Mr. Edison will identify the project scope, set objectives, list potential constraints, document assumptions, choose a course of action and develop an effective communication plan.
2. **Plan** the project schedule. Mr. Edison, in collaboration with City staff, will create an agreed upon timeline to meet the City's estimated project timeline. He will assign workload functions to appropriately qualified staff to ensure all milestones are met, on time.
3. **Manage** the execution of the project. Mr. Edison has been selected as project manager due to his strong project management skills. He will be responsible for controlling the work in progress, providing feedback to project team members and City staff, and will be accountable to the City for meeting the schedule, budget and technical requirements of the project. Most importantly, Mr. Edison will ensure constant collaboration and communication between City staff and the project team through frequent progress memorandums, conference calls and in-person meetings.
4. **Review** all work product and deliverables through a structured quality assurance process involving up to three levels of review at the peer level, project manager level, and if necessary executive officer level. We have designed a formal and structured quality assurance system that Mr. Edison will utilize throughout the course of the project. This review process ensures the City is not burdened with unnecessary review, data confirmation or revisions.

We have utilized these guiding principles for each of our firm's projects. The City can be assured that in utilizing these principles, Mr. Edison will implement active project management skills throughout the course of this project. He will also ensure the deliverables developed for this engagement will be of the highest quality and will be delivered on time and within the agreed upon budget.

Cost Proposal

Based on the Scope of Services presented herein, we propose a fixed fee of **\$60,500**. The fee proposed herein includes attendance at a total of **seven meetings** with City staff, Council meetings for the Cities of Seaside and Marina, Fort Ord Reuse Authority's Administrative Committee and Board, and the Transition Task Force. Attendance at more than seven meetings will require additional billing at the applicable hourly rate identified in the table below. Additionally, comprehensive written responses to resolve conflicts, and preparation of more than one set of major revisions to the report, will be classified as Additional Services, and may require additional billing at the stated hourly rates. These additional fees shall only take effect once the fixed fee stated above has been exceeded.

A fee for the optional task to conduct a long-term budget forecast has been included as well. This task will be led by PFM Group.

City of Seaside Fiscal Analysis					
Fee for Services					
	J. Edison Project Manager	E. Vilchis Sr Project Analyst	R. Branson PFM	Total	
Scope of Services	\$240	\$165	\$250	Hours	Cost
Task 1: Gather Data & Refine Approach	8.0	20.0	-	28.0	\$ 5,220.00
Task 2: Design & Build Fiscal Impact Analysis	12.5	22.0	-	34.5	6,630.00
Task 3: Develop Revenue & Cost Model Inputs	14.0	24.0	-	38.0	7,320.00
Task 4: Produce, Test & Refine Model	12.0	24.0	-	36.0	6,840.00
Task 5: Prepare & Present Report	20.0	30.0	-	50.0	9,750.00
Task 6: Meetings	40.0	16.0	-	56.0	12,240.00
Task 7: QA/QC	-	-	50.0	50.0	12,500.00
<i>Total Hours & Costs</i>	106.5	136.0	50.0	292.5	\$ 60,500.00
Optional Task – Long-term Budget Forecast (lump sum per City)					\$25,000.00

Examples of Additional Services include:

- Additional analysis based on revised assumptions requested by the City, including possible changes, alternatives studied or operational assumptions;
- We will bill the City monthly based on percentage of project completed; and
- Negotiations with stakeholders once the report has been prepared.

Hourly Rates

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$250
Managing Principal	\$240
Principal Consultant	\$210
Senior Project Manager	\$185
Project Manager	\$165
Senior Project Analyst	\$135
Senior Analyst	\$125
Analyst	\$110
Assistant Analyst	\$100



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director

DATE: November 16, 2017

SUBJECT: **DISCUSS AND APPROVE AN AMENDMENT TO THE CITY MANAGER'S EMPLOYMENT AGREEMENT DEFERRING SALARY INCREASES, EXTENDING RESIGNATION NOTICE, ADDING 16 HOURS OF VACATION LEAVE EACH MONTH, AND ADDING A TEMPORARY HOUSING AND RELOCATION STIPEND OF \$1,500 PER MONTH, UNTIL NOVEMBER 16, 2019.**

PURPOSE

To review and approve an amendment to the City Manager's employment agreement.

RECOMMENDATION

That the contract amendment be approved consistent with direction provided during the City Manager's performance evaluation in Closed Session.

BACKGROUND

City Manager Craig Malin was hired on January 16, 2016, and the City Council approved his Employment Agreement on December 3, 2015. Although the approved agreement states that the City may adjust the City Manager's salary at a consistent percentage granted to other management employees except that the increase in salary would occur six months after they are granted to other management employees, City Manager Malin has not received a salary increase during his tenure with the City. The executive management team received salary adjustments on January 1, 2016 (2.5%), January 1, 2017 (2% for non-safety and 4% for the Police & Fire Chiefs), and they are scheduled to receive a 2% increase in January of 2018 and 2019.

The City Council evaluated City Manager Malin on November 2, 2017. During that evaluation, the Council agreed to the following terms which will extend through November 16, 2019:

1. For the two year term of this agreement, the City Manager shall defer any salary adjustments,

including the increases he was eligible to receive in July of 2016 and July of 2017.

2. For the next two years, the City Manager will provide the City with an additional 30 days resignation notice beyond the 30 days notice required in the original employment agreement. The City Manager is not required to provide notice in the instance of a medical or family emergency.
3. The City will provide the City Manager with an additional 16 hours of vacation leave per month until November 16, 2019.
4. The City Manager will be provided with a housing and relocation stipend of \$1,500 per month until November 16, 2019.

FISCAL IMPACT

The fiscal impact of this agreement over the two year life of the agreement is \$36,000 and the impact to the Fiscal Year 2017/2018 Budget is approximately \$10,500. The savings to the City from the deferred salary increases (past and future) is approximately \$25,000.

The annual value of the 16 additional hours of vacation time per month is approximately \$19,600, however the vacation time does not have a direct cost to the City unless it is unused and cashed out.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE MODIFYING CITY MANAGER CRAIG MALIN'S EMPLOYMENT AGREEMENT

RECITALS

A. On December 3, 2015, the City of Seaside ("CITY") and Craig Malin ("EMPLOYEE") entered in an Employment Agreement.

B. Section 1C of the Employment Agreement allows for modification of the agreement by written mutual agreement by CITY and EMPLOYEE.

C. CITY and EMPLOYEE wish to modify the Employment Agreement dated December 3, 2015, as set forth below.

NOW, THEREFORE, BE IT RESOLVED that effective November 16, 2017, the City Council of the City of Seaside modifies the City Manager's Employment Agreement as follows:

1. For two years, commencing on the date of this agreement, City shall provide Malin with 16 additional hours of vacation time, each month, beyond the 248 hours of annual vacation leave granted in Section D.2. of the December 3, 2015 Employment Agreement.
2. For two years, commencing on the date of this agreement, Malin shall provide City an additional thirty (30) thirty days resignation beyond the thirty (30) days resignation notice required in Section 4.A. of the December 3, 2015, Employment Agreement. Malin shall have no obligation to provide resignation notice in the instance of a medical or family emergency.
3. For two years, commencing on the date of this agreement, City shall provide a housing and relocation stipend of \$1,500 per month.
4. For two years, commencing on the date of this agreement and carrying backward to the date of his hire, Malin shall defer any salary adjustments, including those described in Section 3.B. of the December 3, 2015, Employment Agreement. On November 16, 2019, the deferral of salary adjustments at a consistent percentage granted other management employees of City, from Malin's date of hire, shall conclude.

In all respects other than as hereinabove expressly set forth the undersigned CITY and EMPLOYEE hereby ratify the Employment Agreement dated December 3, 2015.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of November by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Ralph Rubio
Mayor, City of Seaside

ATTEST:

Lesley Milton
City Clerk