



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, December 21, 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. PRESENTATION OF THE 2017 HOLIDAY DECORATION CONTEST

PURPOSE: The purpose of this item is to recognize the winners of the, "Most Spectacular", "Most Original/Creative" and "Commissioner's Choice" categories of the 2017 Holiday Decoration contest.

RECOMMENDATION: It is recommended that the Mayor present the 2017 Holiday Decoration Contest awards.

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 NOVEMBER 16, 2017 AND DECEMBER 6, 2017

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 November 25, 2017 through December 8, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of December 7, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,487,570.24.

RECOMMENDATION: It is requested that the checks be approved to file as presented.

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM NATIONAL COALITION BUILDING INSTITUTE FOR HIGH SCHOOL STUDENT LEADERSHIP TRAINING

PURPOSE: The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar (\$3,000.00) request from National Coalition Building Institute (NCBI) for a donation from the Mayor's Youth Fund to help cover the costs of leadership training for area high school students, including Seaside High students.

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

D. 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.

E. APPROVE RESOLUTION EXECUTING A MAINTENANCE AND RIGHT OF ENTRY AGREEMENT WITH CALIFORNIA GOLD DEVELOPMENT CORPORATION FOR DEVELOPMENT OF STARBUCKS CAFE ON FREMONT BOULEVARD

PURPOSE: The purpose of this item is for the City Council to consider approving a resolution authorizing the City Manager to execute a Maintenance and Right of Entry Agreement with California Gold Development Corporation for the development of Starbucks Cafe.

RECOMMENDATION: It is recommend to approve a resolution authorizing the City Manager to execute a Maintenance and Right of Entry Agreement with California Gold Development Corporation for development of a Starbucks Cafe.

F. RESOLUTION APPROVING A LEASE/PURCHASE FINANCING AGREEMENT WITH PNC EQUIPMENT FINANCE TO LEASE/PURCHASE FIRE LADDER TRUCK, AS APPROVED IN THE 2017-2018 ADOPTED BUDGET, AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

PURPOSE: The purpose of this item it to provide the City Council and opportunity to consider and adopt a resolution approving a lease/purchase financing agreement with PNC Equipment Finance to lease/purchase Fire Ladder Truck, as approved in the 2017-2018 Adopted Budget, and authorizing the City Manager to sign the agreement.

RECOMMENDATION: It is recommended that the City Council adopt a resolution approving a lease/purchase financing agreement with PNC Equipment Finance to lease/purchase Fire Ladder Truck, as approved in the 2017-2018 Adopted Budget, and authorizing the City Manager to sign the agreement.

G. APPROVAL OF A RESOLUTION APPROVING ANNUAL APPOINTMENTS TO OUTSIDE COMMITTEE ASSIGNMENTS FOR JANUARY 1, 2018 TO DECEMBER 31, 2018.

PURPOSE: The purpose of this item is to request that the City Council adopt a resolution confirming the Mayor's appointments of Mayor Pro Tempore and individual members of the City Council to represent the City of Seaside on outside boards and committees dealing with a variety of regional and other issues of significance.

RECOMMENDATION: That the City Council approve the list of appointments to outside agencies and subcommittees for 2018 and adopt a Resolution appointing representatives.

H. APPROVE RESOLUTION TO CANCEL THE JANUARY 4, 2018 REGULAR CITY COUNCIL REGULAR MEETING AND SUCCESSOR AGENCY JOINT SPECIAL MEETING

PURPOSE: That the City Council approve a resolution cancelling the Regular City Council Meeting and Successor Agency Joint Special Meeting scheduled for January 4, 2018.

RECOMMENDATION: That the City Council approve the cancellation.

I. APPROVAL OF THE CREATION AND DUTIES OF AN AD HOC LEGISLATIVE COMMITTEE

PURPOSE: That the City Council approve the creation of an Ad Hoc Legislative Committee with the purpose to review and make recommendations to the City Council on upcoming state legislation that may be impacting to the City of Seaside and to define and communicate Seaside's legislative priorities.

RECOMMENDATION: It is recommended that the City Council approve this ad hoc committee and appoint Mayor Rubio and Council Member Jones to serve on the Committee.

9. BUSINESS ITEMS

A. APPROVE A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF NATURE BASED PLAYGROUND EQUIPMENT AND OUTDOOR CLASSROOM FOR THE ECO-RECREATION STATION LOCATED AT ROBERTS LAKE

PURPOSE: The purpose of this item is for the City Council to authorize the City Manager to execute a contract with Miracle Play Systems for the purchase and installation of the Nature Based Playground and Outdoor Classroom for the Roberts Lake Eco-Recreation Station which was funded by a grant from the National Parks and Recreation Association and the American Water Charitable Foundation.

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute a contract with Miracle Play Systems for the purchase and installation of the Nature Based Playground and Outdoor Classroom for the Roberts Lake Eco-Recreation Station.

B. APPROVE SEASIDE RECREATION AND PARKS COMMISSION RECOMMENDATION TO DISTRIBUTE \$150,000.00 FROM FY 2017/2018 BUDGET FOR PARK IMPROVEMENTS

PURPOSE: The purpose of this item is to have the City Council consider the recommendation from the Recreation and Park Commissions to distribute the FY 2017-2018 Park Improvements budget of \$150,000.

RECOMMENDATION: It is recommended that the City Council adopt a resolution to distribute \$150,000 budgeted in the Fiscal Year 2017 - 2018 Capital Improvement Program Park Improvements Projects to the following parks: \$28,000 to Capra Park, \$12,000 to Neil Park, \$40,000 to the Portal Project, \$5,000 to Roberts Lake, and \$60,000 to Ellis Park.

C. CUTINO PARK IMPROVEMENT PROJECT

PURPOSE:

The purpose of the item is to provide an opportunity for the City Council to consider and approve the 30% Design for the Cutino Park Improvements Plan and , authorize staff to complete the design for the Multiuse Field and the Skate Park, and approve an appropriation of \$700,000 from the Cutino Park budget for the additional design budget.

RECOMMENDATION: It is recommended that the City Council approve a resolution approving the 30% Design for the Cutino Park Improvements Plan and authorize staff to complete the design for the Multiuse Field and the Skate Park.

D. RECOMMENDATION THAT THE CITY OF SEASIDE APPROVE AMENDED AND RESTATED CITY ATTORNEY EMPLOYMENT AGREEMENT

PURPOSE: To review and approve the Amended and Restated City Attorney Employment Agreement.

RECOMMENDATION: It is recommended that the Amended and Restated City Attorney Employment Agreement be approved consistent with direction provided during City Attorney's Closed Session performance evaluation.

10. **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.

11. **ADJOURNMENT**

Next Regularly Scheduled Meeting:
January 4, 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&noplaylistskin=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 Section 54954.2(a) or Section 54956.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.A.

TO: City Council

BY:

DATE: December 21, 2017

SUBJECT: PRESENTATION OF THE 2017 HOLIDAY DECORATION CONTEST

PURPOSE

The purpose of this item is to recognize the winners of the, "Most Spectacular", "Most Original/Creative" and "Commissioner's Choice" categories of the 2017 Holiday Decoration contest.

RECOMMENDATION

It is recommended that the Mayor present the 2017 Holiday Decoration Contest awards.

BACKGROUND

In December as residents begin to decorate their homes for the holidays, the Neighbor Improvement Program Commission (NIPC) sponsors an annual Holiday Decoration contest. Residents are encouraged to submit entries whereby NIPC views, scores and votes to determine a winner in each of multiple categories. The winner of each category is awarded \$100. The three categories for 2017 are: "Most Spectacular", "Most Original/Creative", and "Commissioner's Choice."

FISCAL IMPACT

\$300 From NIPC Budget

ATTACHMENTS

- 1.
 1. 2000 Cross Street - Most Spectacular
 2. 1455 Mira Monte Avenue - Most Original/Creative
 3. 1340 Metz Avenue - Tied for Commissioner's Choice
-

4. 1575 Mescal Street - Tied for Commissioner's Choice
-











DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, November 16, 2017
7:00 PM

1. **CALL TO ORDER**

Mayor Rubio called the meeting to order at 7:15 PM.

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

PRESENT: Alexander, Campbell, Pacheco, Jones, Rubio

ABSENT: None

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Bishop Higgenbotham from the Church of Latter Day Saints lead the invocation, Mayor Pro Tem Alexander led the pledge.

4. **REVIEW OF AGENDA**

City Attorney Freeman requested to remove Item H from the Consent Agenda.

5. **PUBLIC COMMENT**

Mayor Rubio invited public comment for items not on the agenda.

- Dan Fernandez, CSUMB Professor spoke to the students active in the projects that involve the City for the Sustainable City year program and spoke to student efforts to get public input on the campus town project while other are working on the filed guide for the flora and fauna of the Roberts Lake area.
- Ray Bennet for the Neighborhood Improvement Program Committee announced the Annual City of Seaside Holiday Light Decoration contest explaining the three judged categories. The judging is on December 12th and the prize is \$100 dollars.
- Wes Clark from Pharmhouse Wellness Center spoke to his support for the City regulations for cannabis. He spoke to the City Council's expressed values; hire local, students, Veteran's and fair hiring practices. He explained the constructed quarterly profit sharing program, giving all partners the chance for home ownership and spoke to his aggressive compensation to residents.
- Eric Ho, Student at CUSMB and employee at In N Out, spoke to the lighting situation on the trails between the Chili's Restaurant and Embassy Suites and requested that the lights be repaired to make the trail safe for both residents and tourists.

6. **PUBLIC AGENCY COMMUNICATIONS**

Economic Development Manager Gloria Stearns invited the community to come to Beta Park for the next Sea Stars community clean up on November 18th

7. **PRESENTATIONS**

A. **RECEIVE PRESENTATION FROM JOHN ARRIAGA, JEA & ASSOCIATES FOR**

UPDATE ON THE CITY'S LOBBYING EFFORTS

John Arriaga, and Lori Johnson from JEA And Associates provided a presentation to share their advocacy efforts on the City's behalf in Sacramento noting it was a difficult year with the new federal administration. He spoke to the regulations passed which included CA sanctuary state designation, historic transportation, affordable housing reform, water in the following areas:

- Transportation –worked to negotiate a larger local share of the 52 billion bond passed by legislature
- Park bond - worked to establish per capita allocations for city jurisdictions for the 4 billion park bond to be placed on the June ballot of 2018
- Cal GRIP efforts – the Governors January budget eliminated the funds

Emerging Issues for 2018: Cal VIP funding, Cannabis regulations No Place Like Home implementation; PERS reform, unresolved water bills, the 2018 election, and continued affordable housing reform. Mr. Arriaga suggested the possibility to establish a legislative committee to help set the policy and strategic direction for the city and provide direction for advocacy efforts. Mr. Arriaga answered questions from the Council.

The council asked questions of Mr. Arriaga regarding affordable housing definitions, potential regulations or programs to curb homelessness, On question of other agencies are served by JEA & Associates, Mr. Arriaga indicated he works with various cities, the County, TAMC and MPWMD.

Mayor Rubio spoke to the benefits to having a representative in Sacramento and how important it is for the Council and the City to stay current on the issues that could impact the City. Staff agreed to establish a legislative committee. Mayor Rubio requested that the consultant provide the Council with a legislative outlook or plan that would help start the committee.

8. CONSENT CALENDAR

The Council pulled items 8C, D, E for discussion. Mayor Rubio invited comments from the public and had no requests to speak.

On motion by Mayor Pro Tem Alexander and seconded by Council Member Pacheco and passed unanimously the City Council Approved the Consent Calendar with the exception of Items C, D and E

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

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved

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

Action: Approved

Council Member Pacheco questioned the status of all Library ADA projects. City Engineer Riedl explained the scope of the project for this item and noted additional work is still needed, is inside the library, employee restrooms, exterior pathways around the building, the interior door upgrade of door hardware, and stairs on the east side of the building. He further explained that this item is part of the second phase, which is grant funded through the CDBG program but there is no funding for anything past the second phase. \

On motion by Council Member Pacheco and seconded by Mayor Pro Tem Alexander and passed unanimously the City Council approved a resolution awarding the contract to Silicon Constructors as presented.

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

River Naveen, Seaside High School Staff provided information about the program and the request for funds explaining plans to establish more dance and music classes and partner with open ground studios to incorporate environmental themes into the art forms.

Council Member Jones requested clarification of the requirement to have an environmental theme within the application to which Ms. Towne indicated that it is included in the policy and was included in the application

On motion by Mayor Pro Tem Alexander and seconded by Council Member Pacheco and passed unanimously the City Council approved the request as presented.

E. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM LADIES FIRST FOR COST ASSOCIATED WITH THEIR BEACH CLEAN UP, ENVIRONMENT LECTURE AND WORKSHOP PROGRAM

Council Member Campbell expressed support for the organization, their mission and supported the request.

On motion by Council Member Campbell and seconded by Council Member Pacheco and passed unanimously the City Council approved the request as presented.

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

Action: Approved

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)

Action: Approved

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.

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**

City Attorney Freeman recused himself from the item due to a Conflict of Interest. Deputy City Manager Hodgson spoke to the process of refunding the bonds and the requirement that Monterey College of Law was required to conduct a public hearing as part of the process. She assured the Council that there is no commitment on the part of the city to pay the bonds and that this item is a procedural matter, because the COL is located within our jurisdiction. The requirement is to open the public hearing, accept comments and if there are no concerns, pass the proposed two resolutions.

Michael Winnick and Josh Cooper from the Monterey College of law spoke to the College's history and the previous benefits of the bonds, which allowed for the renovation and opening of the Community Peace and Justice Center. The building has also been used as a public space by the court, as well as by nonprofit organizations. He spoke to the educational as well as service programs that the College offers to the community.

Council Member Campbell spoke to the benefits of the mediation and legal services that are provided to the community.

Mayor Rubio opened the Public Hearing and had no requests to speak.

The Council thanked the College for enhancing the education system in Seaside.

On motion by Mayor Pro Tem Alexander and seconded by Council Member Pacheco and passed unanimously the City Council approved the request as presented and passed Resolutions 17- and 17-.

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**

City Manager Malin briefly outlined the Short Term Rental Draft ordinance revised to include previous City Council comments. The regulations were simplified, removing parking and occupancy regulations and setting forth the total number of permits available at 200. Staff continues to recommend permits be subject to fire and building safety inspection, annual permits, removed the grandfathering of past TOT, established the fact that not more than half of any block face may be short term rentals, that there be included a "good neighbor" operating requirements, that the permit fee is still to be determined to ensure it covers all City permitting costs and that 25% of TOT revenue is allocated directly to affordable housing. If moved forward, it would go before the Planning Commission for consistency with the general plan prior to being brought back to the City Council for adoption. Mr. Malin answered questions from the Council.

The Council questioned the implementation of the fire and building inspections, clarification about owner occupied regulations, parking regulations, the total number of allowable permits and the allocation of a specific percentage to certain programs with divided support that the money should be earmarked for specific programs.

Mayor Rubio invited comments from the public.

- Roelf Wojibrandus believes operating and STR is an illegal activity and spoke against changing residential zones to have a commercial operation, and disagreed with allowing the function in the City.
- Felix Bachofner indicated that the basic use of the property is the same and it should not be defined as commercial use, and further the fact that home occupancy permits are allowed already allows commercial activity in residential zones. The genesis of the STR was to take advantage of unexpected supplies of vacancies. He suggested that instead of licensing individuals, the City should consider a large business license fee Air B& B and make them regulate their customers.
- Martha Henry claimed super host and local teacher spoke to the thinks she is able to do because of the revenues she earns and explained that this type of home share is not uncommon such as during the time of Jim Crow when certain portions of the population were not allowed to stay in hotels. She spoke to being an ambassador to the area.
- Kate Mulligan suggested that when the rules are made, suggested to experience the difference between hosted and non hosted. Spoke against grandfathering.
- Jennifer Levee spoke to purchasing a blighted home and because of the revenues she receives from hosting is able to afford improvements to her home creating positive impacts to the neighborhood. She spoke in support of the regulations.
- Dennis from Mal's Market spoke to the proceeds of the amount from his STRs he uses to make contributions the community. He surveyed his customers for support of this regulation and provided the City Clerk with signed petitions of support. He suggested not limiting the number of permits as it would limit the possible revenues.
- Judy Piken said that the profits that they make from STRs support homeless women in Seaside.
- A resident believes that Seaside would incur \$1million in revenue which could be used for community improvements and spoke to the financial benefit to his family.
- Jan Laisher spoke representing Monterey rentals.com, and as President Monterey County Vacation Rental Alliance. Thanked the Council for considering regulations and for writing a simple ordinance that is easy to understand, implement and enforce. Ecstatic to see that a portion of the revenue could be committed to affordable housing. Having worked with jurisdictions who have addressed the issue of facilitating inspections, it is not a good idea for property owners to self-certify, and not a good idea to take staff time but suggested adding a professional home inspection certification but a certified home inspector be required as part of the process.
- Sue Hawthorne spoke against the regulations. She thinks the ordinance is too simple and does not think it is enforceable as written.
- Richard Mathews, Director Monterey County Vacation Rental Alliance spoke in support of the draft ordinance and the suggestions mentioned.
- Liu Yen spoke in support of the benefit for the City if the regulations were passed.
- Cookie Seandro also spoke in support of the regulations and encouraged Seaside to Consider the Pacific Grove regulations to work with Air BNB to collect all of the tax from 93950 and send to the City.
- Linda spoke in support of the benefit for the City if the regulations were passed.
- Lowis Harber spoke to the interactions that she has had with some of the homeless women and in support of the mechanism that allows her to financially assist those in need.
- Jean Monterro, spoke in support of Dennis (Mal's Market Owner) and that STR revenues allow him help foster kids.
- Murray Wagmen STR super Host, thanked the Council for bringing the STRs into a manageable regulation.

Council member Pacheco requested the following changes to the draft ordinance:

1. Add positive aspects to the STR in the second whereas

2. Registration fees must cover the entirety Seaside costs (section 7, item J)
3. Proposed three scenarios for TOT revenues from STRs:
 - a. 50% allocated to affordable housing and 50% to a community benefit such as parks, art in the park; to be recommended by the NIP, or
 - b. 50% be allocated to the Community benefit (parks, fountains, art) facilitated by the NIP and the other 50% to the General Fund, or
 - c. 25% be allocated to affordable housing and remainder to the General Fund.
 - d.

Mayor Rubio disagreed that we should allocate money before earning it believing the money should be addressed after the regulation is approved and suggested the total allocation for affordable housing should be done via resolution on a yearly basis.

Council Member Campbell believes that there should a requirement that a responsible party be available should an issue arise and that the number of permits should be linked to the number of affordable housing units at a ratio of 3:1 and that the City should consider contracting with Air BNB. City Attorney Freeman indicated there are more vendors than just Air BNB and if the city wishes can contract with them, to collect TOT but expresses that they are difficult to contact and regulate.

The Council also discussed more clearly defining block regulations; to ensure that there no concentrated areas to witch City Manager Malin spoke to adding distance requirements. The Council continued to discuss the percent allocations, the lack of enough affordable housing units in Seaside and the concept to evaluate after the first year.

B. 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

City Manager Malin presented the item explaining existing legislation require the Fort Ord Reuse authority to sunset on June 30, 2020. Currently FORA is discussing what the future of FORA will be and it is in the City's best interest to understand the financial impact to the City of seaside with all of the possible scenarios. The City is proposing to partner with the City of Marina to execute a professional services contract to build a fiscal model that will a demonstrate the financial impacts based on two principals, that FORA would sunset in 2020, or extend past 2020. Additionally, this analysis will address if we achieve the full base reuse plan build out or a partial base reuse plan build out. The consultant will go through seven tasks, with seven public meetings over a span of four month and will build us a model to help us understand where we need to stand and advocate for with the state legislature regarding the continuation of FORA The City of Seaside's cost will be 50% at \$30, 250. This will provide a long term budgeting model that we can undertake as a city for enhancing our success. Mr. Malin answered questions from the Council.

On question, Mr. Malin spoke to the qualifications of the proposer, explaining they were the strongest of the interviewed firms, by far, with extensive knowledge of the area. The agreement is with two different parties; Wildan Financial will create the model and PFM or Public Financial Management will prepare the conceptual financial planning.

Mayor Rubio invited comments from the public.

- Sue Hawthorne expressed her believe that the selection of this firm is incestuous.

City Manager Malin spoke and confirmed their qualifications and his confidence in the selection.

On motion by Council Member Alexander and seconded by Council Member Pacheco and passed unanimously, the City Council approved a resolution approving the agreement as presented.

Council Member Campbell expressed that the report prepared by Wildan for the Monterey Downs project was pretty accurate but the problem was what points were emphasized and which were not. He requested that all data sources be specifically noted for this project.

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.

Mayor Rubio indicated that the City Council negotiated the elements of the contract during the agendized Closed Session and there was a performance evaluation done at that time.

Mayor Rubio invited comments from the public.

- Felix Bachofner requested to table this item so that the public has time to understand the elements as he did not think it was clear what the intent is. He questioned some elements of the contract, the need for a housing allowance but did speak in support of the performance of the City Manager to date.

Council Member Pacheco spoke in support of Mr. Malin's performance and believes he is fairly compensated when compared with others in this area. Seaside has more opportunities and more challenges to enhance our city than any other City on the peninsula. We need good people that will do good work to take care of the City. Mayor Rubio echoed his sentiments. He's a good negotiator, is responsive, he appreciates his ability to get to the core of the matter quickly and deal with it.

On motion by Council Member Alexander and seconded by Council Member Pacheco and passed unanimously, the City Council approved a resolution approving the agreement as presented.

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

Council Member Pacheco requested to agendize a study session regarding affordable housing to be done in November or December to look at new ideas to help residents

Council Member Campbell requested to revisit the Mayors Youth Fund policy at the next strategic planning retreat.

Mayor Pro Tem Alexander requested to allow AMBAG to make a presentation on the Vision 2020 .

12. ADJOURNMENT

Having no other business to conduct, the meeting was adjourned at 10:40 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, December 7, 2017
7:00 PM

1. **CALL TO ORDER**

Mayor Rubio called the meeting to order at 8:03 PM

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

PRESENT: Alexander, Campbell, Jones, Pacheco, Rubio

ABSENT: None

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Major Bradley from the Salvation Army presented the invocation and Council Member Campbell led the Pledge of Allegiance.

4. **REVIEW OF AGENDA**

No changes were requested.

5. **PUBLIC COMMENT**

Mayor Rubio invited comments from the Public.

- Chris Cook, Engineering Manager Cal American Water provided an update on the Hilby Avenue street reconstruction, acknowledging the Water Supply Project has challenged the residents and assured them Cal Am is pushing forward as quickly as possible. The ADA concrete curbs were installed while the piping was done and the pipeline from Fremont to Luzern is installed and being pressure tested with a goal is to start pulverizing, grading and paving Hilby Avenue in December. He strongly emphasized that the final lift, two and half additional inches, would be done during January. Residents can still access their houses with coordination from the contractor. The community has been patient with the imposing construction and they will leave the road in excellent repair when the project is completed.
- Sue Hawthorne requested an update on the schedule of the lower Broadway project
- Sal Palma, cannabis applicant with Higher Level of Care cannabis dispensary applicant thanked City staff for the incredible job done with a large amount of information, in a small amount of time. There are those that are unhappy with the results, but he said it was a fair and level process and he thanked staff for all their hard work.
- Helen Rucker thanked Mr. Cook for the update on the Hilby Avenue improvements. She spoke for her neighbors and asked about the amount of time storage units are allowed to remain on public streets, and requested the City to Adjourn the meeting in honor of Luthur Hurt.
- Ruthie Watts spoke to the ribbon cutting ceremony for the Embassy Suites

renovations and expressed disappointment that the City of Seaside was not represented. She also noted that there are three businesses closing in the City of Seaside, and encouraged the City staff to look into why they are leaving.

- Peter Keiser wished the Community a blessed Christmas and invited everyone to the Streets of Bethlehem in Salinas explaining it is an exceptional depiction of the story of Jesus. He also requested to do what can be done to stop abortions at the Planned Parent Hood facility. When any ordinances are done, please keep the legal sales proceeds for the 4th of July items from youth programs.
- Dan Fernandez Faculty Member at CSUMB reported that the semester is ending and the students working on the Sustainable City Year projects will be presenting their work and invited the City representatives to attend their capstone presentations Friday December 15th and 9 am and at 1:00 PM.
- Wes Clark cannabis applicant from Pharm House/Sugar Leaf Team agreed with the comments made by Sal Palma. The process was tough but fair. Staff has done a fantastic job.. He encouraged consideration for selecting a local company that employees local residents on December 28th
- CSUMB students Anne, Chad and Kailey, reported on their project of engaging the CSUMB Community regarding the campus town project. They did this through on campus surveys, attending the charrette and hosting a charrette on campus. Kailey thanked the City staff for helping and organization the project.
- Katherine, Chrissy, Ryan and Robert, students from the Sustainable City program spoke to their field guide for the Roberts lake project and thanked the City for the great experience and indicated it will be on display on December 15th
- Ms. Veronica from Delta Sigma Theta, who previously invited the public to attend the relationship with the law enforcement with youth workshop returned to thanked everyone that came especially the Mayor, Council Member Pacheco, The Seaside Youth Resource Center, Parks and Recreation staff, City Manager's office, Senior Planner Medina and the Seaside PD staff who showed up and showed out.
- Reverend Lusk indicated that the storage unit on City streets is there because the man is in the hospital and encouraged enforcement of the trailer ordinance. He also spoke in support of the Seaside Resort Project and hopes that the name remains with the word Seaside.

6. PUBLIC AGENCY COMMUNICATIONS

Economic Development Director Gloria Stearns invited the public to participate in a DIY SeaStar's Park Clean up for the month of December and read a lovely poem

7. PRESENTATIONS

A. PRESENTATION OF THE NOVEMBER 2017 HOUSE OF THE MONTH

Mayor Rubio and Lanny Olis from the neighborhood improvement program commission presented the winners of the November 2017 house of the month for the example that they set in their neighborhood.

B. PRESENTATION REGARDING THE 2018 ILLEGAL FIREWORKS SUPPRESSION PLAN

Acting Chief Veloz provided the presentation regarding the illegal fireworks suppression for 2018. She outlined the comments and options from the September 7, 2017 City Council Discussion and detailed the 2018 enforcement plan, including citing municipal code violations, as the burden of proof is less than the enforcement of a health and safety code violations; coordination with PRVNT 30 days prior to the holiday to gather possible intel on illegal fireworks coming into the City; adding additional officers on duty including unmarked units; assigning officers to areas which have been problematic in past years; using Seaside Fire department drones to monitor places open to the public for fire safety hazards and gather data which may lead to confiscation and enforcement of illegal firework possession and use.

Public Education will begin in May regarding on illegal fireworks and will include the following: how to report, safety violations and fines; media releases and education videos will be placed on City websites and social media and a video will be made with uniformed officers and fire personnel to share a community message; educational flyers will be distributed at schools and the school resource officer will give educational presentations to students before the last week of school at middle and high school. Educational signs will be posted around the City two weeks prior to July 4th warning of the \$1,000 fines.

Council Member Pacheco expressed frustration that the suppression plan was not substantial enough and reminded staff that previous action was also to discuss the cancellation of all fireworks. City Manager Malin responded that there was not consensus to cancel the fireworks but to be innovative and aggressive in complying and providing additional tools to staff for enforcement.

The Council discussed the elements presented as well as the requirements for the social hosting ordinance, the city Sponsored fireworks display celebration, opportunities to mitigate fireworks loss of sales for the youth programing, challenges with issuing citations in the past, the benefit of possible enforcement with drones. Mr. Malin reiterated that the goal is not writing citations, but is compliance without citations and having a great community event to enjoy a professional fireworks display.

Council Member Campbell spoke in agreement to Mr. Pacheco's requests to revise the process before the end of the year and bring it back as an action item. He requested that we give more detail about what the message and including the message that the property owners will be at risk, what the fines are so the city council will understand how those fines will be pursued. He requested an operational plan brought back. He also indicated that due to the fires that have occurred in Napa and Ventura, we know that neighborhoods can be burned down in right conditions. This needs to be taken seriously. Fireworks can reasonably be a cause of a major disaster. Mayor Pro tem Alexander requested the possible assistance of Monterey County Sheriff's Department or other local departments for enforcement. Mayor Rubio did indicate that there is a primary in 2018 and a full election in November and we should consider to allow this to be decided by the voters.

Staff agreed to bring back a full operational plan to the Council.

8. CONSENT CALENDAR

On motion by Council Member Campbell and seconded by Mayor pro Tem Alexander and passed unanimously the City Council approved the Consent Calendar with the exception of item 8A.

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

A. APPROVE MINUTES OF NOVEMBER 16, 2017

Action: Continued

B. APPROVE AND FILE CITY CHECKS

Action: Approved

C. APPROVE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATIONS.

Action: Approved

D. APPROVE RESOLUTION EXECUTING A MAINTENANCE AND RIGHT OF ENTRY AGREEMENT, CERTIFICATE OF ACCEPTANCE AND STORM DRAIN EASEMENT WITH COMMUNITY HOSPITAL PROPERTIES FOR DEVELOPMENT OF THE SEASIDE HEALTH CLINIC

Action: Approved and passed Resolution 17-83

E. RESOLUTION APPROVING THE ACCEPTANCE OF A BID PROPOSAL AND AUTHORIZING THE PURCHASE OF A REPLACEMENT LADDER TRUCK FOR THE FIRE DEPARTMENT FROM E-ONE, INC.

Action: Approved and passed Resolution 17-84

F. RESOLUTION APPROVING THE ACCEPTANCE OF A BID PROPOSAL AND AUTHORIZATION TO PURCHASE ONE SUPERVISOR VEHICLE INCLUDING REQUIRED AFTERMARKET EQUIPMENT

Action: Approved and Passed Resolution 17-85

G. RESOLUTION DESIGNATING CITY OF SEASIDE'S AGENT TO ENGAGE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND/OR THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Action: Approved and Passed Resolution 17-86

H. APPROVE APPOINTMENTS VACANT POSITIONS ON VARIOUS BOARDS, COMMISSIONS AND COMMITTEES

Action: Approved

9. PUBLIC HEARING

A. TEFRA PUBLIC HEARING FOR THE ISSUANCE OF TAX EXEMPT PRIVATE

ACTIVITY BONDS FOR THE MULTIFAMILY AFFORDABLE HOUSING RENTAL PROJECT KNOWN AS SEAVIEW VILLAGE APARTMENTS

Action: Approved and passed Resolution 17-87

Deputy City Manager Administrative Services Hodgson spoke to the item indicating the action is similar to the Monterey College of Law TEFFRA hearing that was recently done with the exception that this is selling private bonds. The project is within the City limits in Seaside and has a public purpose therefore is allowed to use the TEFFRA process to get a tax exempt interest rate. That being said, there is an urgency to get the Resolutions adopted and the bonds sold prior to December 31 as the tax law is changing and may be eliminated out of the IRS Code. Speaking to the details of the project, this is an existing development in Seaside, 133 units of affordable housing scattered throughout the City. The funds will not exceed \$35 million and will be used to improve 133 units, composed of two manager units, not affordable, but 131 that are affordable. The action tonight would be adopting the Resolution which includes findings for appropriate public purpose which is affordable housing. .

James Hammil, CA State Wide Community Development Authority was present to answer questions. This is a public process required by the federal government and a JPA Agreement which the City is party to. The City is not liable in any way for these bonds. There is a regulatory agreement to this property to ensure that the affordability of the property is maintained. This would keep the affordability of this development for 55 years.

On question by Council Member Campbell, Mr. Hammill indicated that this was to preserve the existing 133 units and to allow a new partner is joining the agreement, as an acquisition partner. Mayor Rubio asked if this was caused by the maturity of the HUD loan and a preservation of the affordable housing element to which he agreed and indicated that there are tax credits on property which expire on the 15 year mark, which is when you need a new partner, which triggers a reissuance. If not reissued, the requirement would expire, and those units would go back to market rate.

Mayor Rubio opened the public hearing and had no requests to speak.

On motion by Mayor Pro Tem Alexander, seconded by Council Member Jones and passed unanimously the City Council passed Resolution 17-87 approving the issuance of tax exempt private activity bonds for the multi family affordable housing project known as Seaview Village Apartments.

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

B. AN APPEAL TO THE CITY COUNCIL FROM A RULING OF THE PLANNING COMMISSION DENYING A FENCE EXCEPTION APPLICATION FOR A FRONT YARD HEIGHT EXCEPTION LOCATED AT 1808 FLORES STREET.

Action: Approved and passed Resolution 17-88

Senior Planner Rick Medina presented the report regarding the fence exception application at 1809 Flores Street. This was an as-built fence construction. Mr. Medina explained the process which the applicant has gone through and the details of the property topography which warrants the need for a retaining wall at the location. It's unfortunate that he was not able to speak to staff before he began construction but does believe that the site does need it and that the fence is compatible with the surrounding neighborhood characteristics.

Mr. Medina acknowledged the previous and existing fence complied with the previous code, but the current code is different and he was working off the old code, until he was informed by City Staff the regulations changed. The Planning Commission hearing was on November the 11th and on the 25th staff came back with findings and evidence to support the actions. It was a 4-1 vote with one member dissenting.

Mr. Medina outlined and detailed the site plan. He explained the existing height of the fence and how it could comply with the current regulations. Staff analysis concluded the fence exception findings which address general safety hazards to residents or the general public will not be created, a traffic related safety hazard would not be created, the fence/wall will not impair visibility at an intersection or traffic safety visibility area, the fence or wall will not obstruct vision from an adjoining drive way or the fence or wall is compatible with the surrounding neighborhood. The fence itself would not create a traffic safety hazard, that because the property is sloping in its condition and there is a hazard on the inside that someone could fall over the fence and that there is a physical hardship at the property. The neighborhood compatibility would be compliant with other existing conditions in the neighborhood.

Mr. Medina further stated that the Planning Commission recommendation is respected, but this is a de-novo hearing, and the Council can refer to the Planning Commission and can affirm, affirm in part, or reverse the action.

Council Member Pacheco spoke in support of adding a concave mirror for safety. The City Council discussed the site conditions, the possible fall hazard, a possible the change to the code, and if not approved, home owners may be dissuaded from improving their properties and the ability to consider adding a beeping mechanism for visually impaired people, which did not have consensus by the Council. The Council agreed the wall was consistent with the neighboring wall, that the revised fence height does not to block out the view of the dwelling consistent with the intent of the code.

The Appellant Bret Nielson spoke to the purpose of the fence height to match the adjoining property walls. The fence looks nice and improved the neighborhood. He spoke to his dismay that the process does not accommodate for the different lot types or compliance with different rules over the years. He thanked the Council for their consideration and spoke to the needs for a fence of this height at this property.

Mr. Campbell questioned the applicant, in that the one safety aspect of using the visibility of the drive way with the existing wall and how could the safety be improved. He did speak to being amenable to adding a mirror on the north side of the driveway but the visibility won't much be improved. Council Member Pacheco asked the applicant if he would be amenable to a sensor that emits a sound.

Council Member Pacheco made a motion to approve the staff recommendation to overturn the

Planning Commission decision approving the fence exception with added requirement that the applicant be responsible to add the mirror and sound emitting sensor as a safety issue to be approved by the Board of Architectural Review. Seconded by Council Member Jones.

Council Member Campbell expressed concern and requested to amend the motion to repeal the sound sensor requirement as he doesn't support the idea of adding noise to the neighborhood.

Council Member Pacheco said he could not support the motion amendment.

Motion carried unanimously

On motion by Council Member Pacheco seconded by Council Member Jones and approved by the following vote the City Council approved Resolution 17-88 overturning the Planning Commission decision approving the fence exception with added requirement that the applicant be responsible to add the mirror and sound emitting sensor as a safety issue to be approved by the Board of Architectural Review.

RESULT: Approved

MOVER: None

SECONDER: None

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 invited the public to the City hall tree lighting on Friday December 8, 2017 at 6:00 PM. Council Member Campbell thanked staff for their additional work to revise the Seaside Resort project and requested that the fading red paint on curbs throughout the City be remediated. Mayor Pro Tem Alexander reported that MPCPOA will be honoring three Seaside officers by bestowing on them the Life Saving Award and we were very proud!

11. ADJOURNMENT

On motion, the meeting adjourned at 9:47 PM and the meeting was closed in honor of Luther Hurt.

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: December 21, 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 November 25, 2017 through December 8, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of December 7, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,487,570.24.

RECOMMENDATION

It is requested that the checks be approved to file as presented.

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:

\$965,947.00 for payroll and benefits;
\$12,362.07 to Access Monterey Peninsula for AMP productions and broadcast, for quarter

ending 9/30/17.

\$11,388.00 to Advance Project Delivery, Inc. for federal grant support and project management for WBUV for 2/1/17 through 10/31/17.

\$36,816.66 to MNS Engineers, Inc. for WBUV September, 2017.

\$30,674.00 to Monterey Co. Health Dept. Laboratory for Cal Grip SYRC - FY 17/18
1st semiannual invoice - 7/1/17 - 12/31/17.

\$10,930.22 to Monterey Co. Tax Collector for various City assessment taxes; 1st/2nd installments.

\$30,992.16 to Monterey Peninsula Water Management District for consulting fees for watermaster's monitoring and management plan; January - June 2016.

\$22,582.90 to Raimi and Associates for General plan - September, 2017.

\$14,230.00 to State Water Resource Control Board for annual permit fee.

\$23,525.76 to California-American Water for water usage for various City accounts; 10/20/17 - 11/20/17.

\$55,545.00 to E2 Consulting Engineers, Inc. for professional services for Angelus Way sewer line upgrade; 9/30/17 - 10/27/17.

\$32,220.00 to Harris & Associates, Inc. for professional services for Del Monte lift station, Angeles Way sewer line upgrade, Victory Toyota development review; 7/30/17 - 9/30/17.

\$22,676.95 to PNC Equipment Finance, LLC for lease of energy management project; 9/14/17 - 12/13/17.

\$28,484.22 to PNC Equipment Finance, LLC for lease of PD vehicles and IT equipment; 9/19/17 - 12/18/17.

\$15,900.00 to Rider Concrete for excavation and removal of dirt at police department parking lot, and removal of 3 trees.

The remaining checks, totaling \$173,295.30 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

There is no fiscal impact associated with this item.

ATTACHMENTS

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

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

DATE: December 21, 2017

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM NATIONAL COALITION BUILDING INSTITUTE FOR HIGH
SCHOOL STUDENT LEADERSHIP TRAINING**

PURPOSE

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar (\$3,000.00) request from National Coalition Building Institute (NCBI) for a donation from the Mayor's Youth Fund to help cover the costs of leadership training for area high school students, including Seaside High students.

RECOMMENDATION

It is recommended that the City Council approve the request.

BACKGROUND

National Coalition Building Institute is requesting a Three Thousand Dollar (\$3,000.00) donation from the Mayor's Youth Fund to help cover the cost of leadership training for area high school students, including Seaside High students. The goal of the National Coalition Building Institute is to provide training for high school students to learn how to conduct the NCBI Welcoming Diversity workshop in their school and in the community. Fifteen students from Seaside High School have been attending Leadership Training during the 2016-2017 school year. These students have learned the skills necessary to conduct the workshop and facilitate leadership training with their peers by creating a safe, respectful and inclusive school environment.

According to the information provided, the NCBI events strive to ensure a healthy environment through sustainable practices such as using a water dispenser instead of plastic bottles of water, recycling the materials used at the event, and reducing waste wherever possible.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. They received their last donation at the December 15, 2016 City Council meeting.

FISCAL IMPACT

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

ATTACHMENTS

1. Mayor's Youth Fund - National Coalition Building Institute (NCBI)
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Mayor's Youth Fund Contribution Request

Prior to completing this request please review the attached contribution policy. All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to Nancy Towne, Recreation and Community Activities Director, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: National Coalition Building Institute (NCBI) – Monterey County

Name of Individual: Michael Frederiksen, Chapter Administrator

% Residents or Students of Seaside: 100%

of Participants: 60 Seaside High School Students

Ages: 14 – 18

Address: PO Box 388, Pacific Grove, CA 93950

Phone Number: Cell 916-599-8430

E-mail Address: michaelsfrederiksen@gmail.com

Description of Event

Diversity workshops in their schools and in the community. Fifteen students at Seaside High School have been meeting bi-weekly to learn about the NCBI Welcoming Diversity program. NCBI trained leaders facilitated 2 workshops for 40 students in SHS Drama classes to learn about social identities, racism and other isms, the impact of stereotypes and systemic oppression. Seven SHS students participated in a Diversity Leaders Training in Marina on Oct. 27 and 28. NCBI students have also participated in community service activities, such as smoke alarm installation and HIV/AIDS prevention outreach. For the remainder of the school year, those experienced students will facilitate additional training for their peers.

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 funds will be used specifically and exclusively to allow Seaside High School students to participate in the youth training activity described above. The funds will also help pay for mentoring by experienced NCBI adult leaders including SHS alumni. In addition, NCBI events strive to ensure a healthy environment through sustainable practices such as recycling materials used in the event, and reducing waste wherever possible.

Description of how your participation in this event or activity benefits the City of Seaside. See Mayor's Youth Fund Contribution Policy.

- NCBI has had a leadership program at Seaside High School for over 20 years. In that time, thousands of students have participated in leadership training that has helped prepare them to be positive influences in school and in the community.
- Through the NCBI program, student leaders can apply their skills to contribute to safety and academic excellence at Seaside High School and to the continued growth and vibrancy of the City of Seaside, one of the most diverse communities in Monterey County.
- Students acquire the necessary leadership skills to present the Welcoming Diversity workshop for their peers. They also gain a deeper understanding of the impact of discrimination and prepared to take action when they witness incidents of prejudice.
- After participating in the Leaders' Training, students will then go on to put into practice their newly acquired leadership skills at their respective schools.
- The high school student leaders conduct the Welcoming Diversity workshops for 55 ninth and tenth-grade students.
- Our leaders will use their skills to intervene in the face of oppressive comments they hear at school. They model for their peers effective ways to end discrimination. This kind of empowerment is essential in order to attain academic, career, and life success.
- In our past experience we have observed that some young people who have never had an opportunity to be seen as leaders come out of their shell and excel as NCBI facilitators. Others have gone on to lead not only in NCBI but also in other areas including student government.
- Five Seaside High graduates have returned to lead the Diversity Leadership Training and three have joined our Monterey County NCBI Board.
- Approximately 85% of the students participating in NCBI leadership programs will attend college. Others will enter the armed services and attend college at a later date. Once students experience leadership through NCBI, with the encouragement, guidance and support of adults and peers, and as they gain skills to deal effectively with racism and other prejudice and mistreatment they encounter, they tend to take control of their lives and make better decisions concerning their futures.
- For all of the above reasons, we believe that financial support of the NCBI student leadership program is a good investment for the City of Seaside.

Other Funding Sources:

Other funding sources include Monterey County Gives, Yellow Brick Road, Monterey Peninsula Volunteer Services, individual donations, and registration fees paid by out-of-area schools.

**** Total Amount Requested: (See Contribution limits): \$3,000**

Signature acknowledges applicant has read and understood the Mayor's Youth Fund Contribution Policy and associated requirements.

Michael Frederiksen



Signature

November 7, 2017



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Craig Malin, City Manager

BY: Acting Chief Judy Veloz

DATE: December 21, 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.

RECCOMENDATION

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.

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

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.

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

- (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.

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

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.

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

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:

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

- (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

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

- 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.

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

- (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

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

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.

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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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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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 the last date of signature to the Agreement (**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 Axon 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 Agency gives Axon written notice of termination within sixty (60) days prior to the end of a one (1) year period.

1.1 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.

Except in furtherance of this Agreement, Axon agrees that it shall not collect, or use for any purpose whatsoever, any information collected or provided by Agency.

"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 FOB Destination and title and risk of loss shall remain with Axon until receipt and acceptance by Agency. Agency may reject nonconforming Product by providing Axon written notice of rejection within ten (10) business 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 by Agency. 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 by Agency. 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 with a factory new Product. Axon's sole responsibility under this warranty is to either repair or replace with a factory new 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 with a factory-new 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 a factory-new 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 factory new and have the remaining warranty period of the original product or ninety (90) days from the date of repair or replacement, 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 with or without cause upon thirty (30) days advance written 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 thirty (30) day notice period. In the event that the Agency terminates this Agreement under this Section and Axon fails to cure the materials breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis. If the Agency purchases Products for a value less than MSRP and this Agreement 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 for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination.

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 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. Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorneys' fees which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

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: [Signature]
Name: Josh Isner
Title: Vice President Sales
Date: 12/11/17

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 up to 100 officers per agency. Storage is not available for all agencies. See Evidence.com for more details. © 2018 Axon. All rights reserved.

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](https://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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MPC0224 REV D



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.

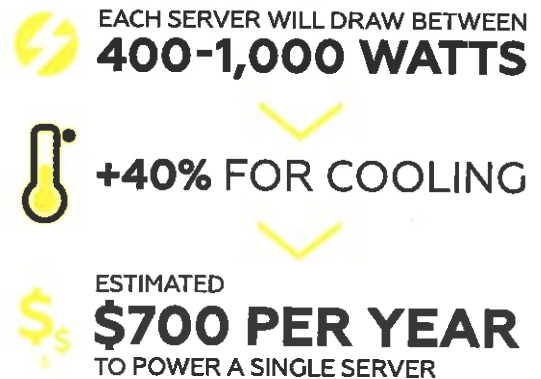
4. MAINTENANCE AND UPGRADES

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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<http://betanews.com/2013/11/04/comparing-cloud-vs-on-premise-six-hidden-costs-people-always-forget-about/>

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 X26, 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, TPA, 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.

Android is a trademark of Google, Inc., Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod Touch is a trademark of Apple Inc, IOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

▲, ▲ AXON, Axon, Axon Body, Axon Body 2, Axon Capture, Axon Dock, Axon Fleet, Axon Flex, Axon Flex 2, Axon Interview, Axon RapidLock, Axon Signal, Axon View, Evidence.com, X2, X26P, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: December 21, 2017

**SUBJECT: APPROVE RESOLUTION EXECUTING A MAINTENANCE AND
RIGHT OF ENTRY AGREEMENT WITH CALIFORNIA GOLD
DEVELOPMENT CORPORATION FOR DEVELOPMENT OF
STARBUCKS CAFE ON FREMONT BOULEVARD**

PURPOSE

The purpose of this item is for the City Council to consider approving a resolution authorizing the City Manager to execute a Maintenance and Right of Entry Agreement with California Gold Development Corporation for the development of Starbucks Cafe.

RECOMMENDATION

It is recommend to approve a resolution authorizing the City Manager to execute a Maintenance and Right of Entry Agreement with California Gold Development Corporation for development of a Starbucks Cafe.

BACKGROUND

On November 30, 2016, California Gold Development Corporation received approval to construct a new drive-thru Starbucks Cafe located at 1742 Fremont Boulevard. The project includes construction of a new 843 square foot cafe, trash enclosure and parking lot and landscaping improvements.

To satisfy the requirements of the City's storm water permit, the project was required to develop and implement a Storm Water Control Plan (SWCP) and enter into a Maintenance and Right of Entry Agreement with the City. A Storm Water Control Plan dated May 17, 2017 was submitted and approved. As certified by the applicant's civil engineer and verified by the city's engineering staff, the project has constructed structural storm water control measures consistent with the approved SWCP. California Gold Development Corporation has executed a

Maintenance and Right of Entry Agreement attached to the Resolution.

It is recommended to authorize the City Manager to execute the Maintenance and Right of Entry Agreement with California Gold Development Corporation.

FISCAL IMPACT

There is no fiscal impact associated with executing the storm water maintenance and right of entry agreement.

ATTACHMENTS

1. Resolution
 2. Attachment to Resolution
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 2017-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE AND
RIGHT OF ENTRY AGREEMENT WITH CALIFORNIA GOLD DEVELOPMENT
CORPORATION FOR DEVELOPMENT OF STARBUCKS CAFE**

WHEREAS, The California Gold Development Corporation owns parcel with APN 012-072-001, more commonly known as 1742 Fremont Boulevard; and

WHEREAS, On November 30, 2016 the Board of Architectural Review approved application number BAR-16-16 for the construction of a Starbucks cafe and associated site improvements located at 1742 Fremont Boulevard; and

WHEREAS, BAR-16-16 required California Gold Development Corporation to develop a Storm Water Control Plan (SWCP) to construct storm water control measures and enter into a Maintenance and Right of Entry Agreement with the City; and

WHEREAS, California Gold Development Corporation has developed a SWCP dated May 17, 2017 that was reviewed and approved May 30, 2017 by the city engineer; and

WHEREAS, California Gold Development Corporation has constructed the storm water control measures and executed a Maintenance and Right of Entry Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute the Maintenance and Right of Entry Agreement with California Gold Development Corporation attached hereto.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 21st day of December, 2017, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

APPROVED:

ATTEST:

Ralph Rubio, Mayor
City of Seaside

Lesley Milton-Rerig, City Clerk

WHEN RECORDED MAIL TO:

City Clerk,
City of Seaside
440 Harcourt Avenue
Seaside, CA. 93955

THIS SPACE FOR RECORDERS USE ONLY

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER CONTROL
FOR FREMONT STREET STARBUCKS, SEASIDE, APN 012-072-001**

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT
FOR STORMWATER CONTROL
FOR FREMONT STREET STARBUCKS, SEASIDE, APN 012-072-001**

THIS MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER CONTROL ("Agreement") is made and entered into in the City of Seaside, California, this ____ day of _____, _____ by and between California Gold Development Corporation, hereinafter referred to as "Owner" and the City of Seaside ("City"), a municipal corporation. This Agreement applies to properties in the County of Monterey, State of California, referred to as 012-072-001. The Agreement is subject to the following recitals:

RECITALS

WHEREAS, the Owner owns real property ("Property") in the City of Seaside, County of Monterey, State of California, more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, the Board of Architectural Review of the City of Seaside approved Design Review Application No. BAR-16-16 hereinafter referred to as "Permit", for the subject property attached hereto as Exhibit B;

WHEREAS, at the time of initial approval of said Permit, the City required the project to employ post-construction Stormwater Control Measures, hereinafter referred to as "SCMs," in accordance with Resolution R3-2013-0032 of the Central Coast Regional Water Quality Control Board (CCRWQCB) and Seaside Municipal Code Chapter 8.46, "Urban Storm Water Quality Management and Discharge Control" to minimize the adverse effects of urbanization and development on watershed processes and beneficial uses, and to protect and enhance the water quality of watercourses and water bodies in a manner pursuant to and consistent with the Federal Clean Water Act (33 U.S.C. § 1251 et seq.);

WHEREAS, the City of Seaside Municipal Code Chapter 8.46, "Urban Stormwater Quality Management and Discharge Control," regulates urban stormwater quality and provides requirements, known as Best Management Practices (BMPs) for managing and controlling stormwater quality and non-stormwater discharges to the storm drain system;

WHEREAS, the Permit requires the Owner to record a deed restriction requiring the approved SCMs not to be removed, relocated, covered, or hampered with in any way which may prevent them from performing their intended function, and to provide for ongoing maintenance and verification of ongoing maintenance of the SCMs by Owner and the Owner's successors in interest.

WHEREAS, the Owner has chosen to install and/or implement SCMs as shown on Exhibit C attached hereto and incorporated herein by this reference;

WHEREAS, the SCMs shown on Exhibit C are further described within the Stormwater Control Plan (SWCP), dated May 17, 2017, hereinafter referred to as "SWCP", to comply with CCRWQCB Resolution R3-2013-0032 and Seaside Municipal Code Chapter 8.46;

WHEREAS, the SWCP has been certified by a licensed professional and reviewed and approved by the city engineer;

WHEREAS, the SCMs, with installation and implementation on private property and draining only private property, are part of a private facility with all maintenance or replacement, therefore, the sole responsibility of the Owner in accordance with the terms of this Agreement;

WHEREAS, the Owner is aware that periodic maintenance is required to assure peak

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT
FOR STORMWATER CONTROL
FOR FREMONT STREET STARBUCKS, SEASIDE, APN 012-072-001**

performance of all SCMs, furthermore, such maintenance activity will require compliance with all Local, State, or Federal laws and regulations, including those pertaining to confined space and waste disposal methods, in effect at the time such maintenance occurs;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual stipulations and agreements contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. **Responsibility for Operation and Maintenance of SCMs:** Owner shall diligently maintain all SCMs in a manner that maintains the original flow and treatment requirements at all times. An Operation and Maintenance Plan is included as Exhibit "D". All reasonable precautions shall be exercised by Owner and Owner's representative or contractor in the removal and extraction of any material(s) from the SCMs and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by the City, the Owner shall provide the City with documentation identifying the material(s) removed, the quantity, and disposal destination.
2. **Owner consents and agrees** to inspect and maintain the SCMs based on the schedule and procedures identified in the Operation and Maintenance Plan (Exhibit "D"). Each year during a period beginning on September 1 and ending no later than September 30, and at the time of any sale or other transfer of title to the Property, Owner shall provide the City with a Maintenance Certificate in the form attached hereto marked Exhibit "E" and by this reference incorporated herein certifying that the SCMs have been recently inspected and are functioning in compliance with the Operation and Maintenance Plan or, if such SCMs were not in compliance with the Operation and Maintenance Plan, what measures have been taken to bring the SCMs and the maintenance thereof into compliance with the Operation and Maintenance Plan. Proof of maintenance, such as copies of maintenance records and/or receipts shall be included with the Maintenance Certificate. Certificate shall be completed and stamped by a licensed engineer or other qualified professional approved by the City prior to inspection.
3. **Right of Access:** Owner hereby provides the City or City's agent complete access, of any duration, to the SCMs and their immediate vicinity, excluding any buildings, at any time, upon reasonable notice, or in the event of emergency, as determined by the City Engineer, with no advance notice, for the purpose of inspection, sampling, testing of the SCMs, and in case of emergency, to undertake, in the City's sole discretion, necessary repairs or other preventative measures at Owner's expense as provided in paragraph 4 below. City shall make every effort at all times to minimize or avoid interference with Owner's use of the Property.
4. **Penalty:** In the event Owner, or its successors or assigns, fails to accomplish the necessary maintenance contemplated by this Agreement or if the BMP's and/or SCM's do not perform in a manner that maintains the original treatment requirements at all times, then the Owner shall be subject to monetary fines per day or per occurrence in accordance with Chapter 8.46, "Urban Storm Water Quality Management and Discharge Control" of the Seaside Municipal Code.
5. **Recording:** This Agreement shall be recorded in the Office of the Recorder of Monterey County, California, at the expense of the Owner and shall constitute notice to all successors and assigns of the title to said Property of the obligation herein set forth.
6. **Attorney's Fees:** In event of legal action occasioned by any default or fault of the Owner, or

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT
FOR STORMWATER CONTROL
FOR FREMONT STREET STARBUCKS, SEASIDE, APN 012-072-001**

its successors or assigns, the Owner and its successors or assigns agree(s) to pay all costs incurred by the City in enforcing the terms of this Agreement, including attorney's fees and costs. In the event of legal action occasioned by any default of the City, the City agrees to pay all costs incurred by the Owner and its successors or assigns in enforcing the terms of this Agreement, including attorneys' fees and costs.

7. **Covenant:** It is the intent of the parties hereto that burdens and benefits herein undertaken shall constitute covenants that run with said Property and constitute a lien there against.
8. **Binding on Successors:** The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto. The term "Owner" shall include not only the present Owner, but also its heirs, successors, executors, administrators, and assigns. Owner shall notify any successor to title of all or part of the Property about the existence of this Agreement. Owner shall provide such notice prior to such successor obtaining an interest in all or part of the Property. Such notice shall include the Stormwater Control Plan and the Operations and Maintenance Plan. The transfer of this information shall also be required with any subsequent sale of the property. Owner shall provide a copy of such notice to the City at the time of property transfer.
9. **Indemnity and Insurance:** The Owner, its heirs, successors, executors, administrators and assigns agree to defend, indemnify and hold harmless the City, its officials, employees and its authorized agents from any and all damages, accidents, casualties, occurrences or claims (collectively, "Claims") which might arise or be asserted against the City and which are connected with the construction, operation, presence, existence or maintenance of the BMP and/or SCM by the Owner, or from any personal injury or property damage that may result from the City or other public entities entering the Property under Section 3 of this Agreement; provided, however, that notwithstanding the foregoing, the Owner, its heirs, successors, executors, administrators and assigns shall have no obligation to defend, indemnify or hold harmless pursuant to this Section 9 for any Claims arising from the willful acts or omissions, or negligence, of the City or any other public entities, their officials, employees, or agents. The Owner shall maintain liability insurance with amounts not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the annual aggregate covering occurrences at the Property, and shall name City, its officers and employees as an additional insured on such liability policy. The Owner shall provide the City with proof of insurance as required by the City.
10. **Notice:** Any notice to a party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT
FOR STORMWATER CONTROL
FOR FREMONT STREET STARBUCKS, SEASIDE, APN 012-072-001**

IN WITNESS THEREOF, the parties hereto have affixed their signatures as of the date first written above.

By: _____ Signature	By: _____ Signature
Name: <u>Craig Malin</u>	Name: <u>Mark Patterson</u>
Title: <u>City Manager</u>	Title: <u>Vice President,</u> <u>California Gold Development Corporation</u>

List of Exhibits

- A. Plat and Legal Description
- B. Planning or BAR Approval resolution
- C. Exhibit of Storm Water Control Measures (SCMs)
- D. Operations and Maintenance Plan
- E. Maintenance Certificate

For APN/Parcel ID(s): 012-072-001

PARCEL I:

Lots Numbered 1 and 5, in Block Numbered 12, as said Lots and Block are shown on that certain map entitled, "Map 1 of the Hot Spring Tract Del Monte Heights, filed for record October 7, 1908 in the office of the County Recorder of the County of Monterey, State of California, in Volume 2 of Maps, "Cities and Towns", at page 11.

EXCEPTING THEREFROM that portion of Lot 1 as described in that certain deed from Harold C. Long and Bertha B. Long, his wife, to State of California, dated June 15, 1944 and recorded July 17, 1944, in Volume 840 of Official Records of Monterey County at Page 25.

PARCEL II:

All right title and interest in and to the Northerly one half of the unnamed alley adjoining said Lots 1 and 5 on the South as set forth in that certain Resolution No. 79-55 recorded September 12, 1979 in Reel 1357 at Page 946, Official Records.

Conditions of Approval
File No. BAR-16-16
November 30, 2016

Project Specific:

Planning Division:

General

1. Except as modified by required conditions of approval, plans submitted for a building permit shall substantially conform to the plans identified as "Seaside Drive Through Coffee Shop" consisting of the project plans included as Exhibit A and submitted on November 9, 2016.
2. Prior to the issuance of a Building Permit, the applicant shall pay any required TAMC fees.

Landscaping

3. Deceased plant materials must be removed and replaced by the property owner within one (1) month with the same species and size specified in the BAR approved plans unless the BAR approves a change in the new species.
4. Replacement of any existing mature trees shall be transplanted from a minimum 15-gallon size container.
5. All trees shall be adequately supported by the installer when planted. The supports shall be maintained by the property owner until the trees are capable of withstanding the force of wind on their own and removed before damage could potentially occur to the tree trunk.
6. The property owner shall maintain all landscaping in a healthful and thriving condition at all times and in perpetuity, free of weeds, debris, and deceased plants.
7. Irrigation systems and their components shall be maintained by the property owner in a fully functional manner consistent with the originally approved design.
8. Regular landscape maintenance shall include checking, adjusting, and repairing irrigation equipment; resetting automatic controllers; aerating and dethatching lawn areas; adding/replenishing mulch, fertilizer, and soil amendments; and mowing, pruning, trimming, and watering all landscaped areas.
9. Watering shall be scheduled at times of minimal wind conflict and evaporation loss.
10. Water waste in existing developments resulting from inefficient landscape irrigation leading to excessive runoff, low head drainage, overspray, and other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, or structures is prohibited.
11. All landscaping located within the traffic safety visibility areas along Fremont Boulevard must be maintained by the property owner at a height of below four (4)

feet in height or trimmed to a minimum canopy height of six (6) feet as measured from the finished grade.

12. Failure to maintain landscape areas in compliance with the Conditions shall be deemed a public nuisance, and shall be subject to abatement in compliance with the Municipal Code, and/or the applicable planning permit may be revoked in compliance with Chapter 17.69 (Enforcement and Penalties).
13. Prior to final inspection or occupancy approval, all required landscaping shall pass an inspection to be performed by the Planning Division.
14. Any proposed sign(s) shall be located out of the Traffic Safety Visibility Area.

Building Division:

15. The applicant shall comply with the 2013 California Building Code for the issuance of a Building Permit.

Fire Department:

16. The applicant shall comply with the 2013 California Fire Code for the issuance of a Building Permit.

Public Works Division:

22. The Applicant shall receive an encroachment permit from the Public Works Division for any work done within the public right-of-way.
23. The applicant must adhere to the Public Works Department Plan Check comments included as Exhibit B.

Standard:

1. Board of Architectural Review approval shall not be valid until the Applicant has signed and accepted these conditions of approval. Failure to sign the conditions and return them to the Planning Division within fifteen (15) days from the date of approval will result in the Board of Architectural Review approval becoming null and void.
2. Board of Architectural Review approval shall be valid for a period of one (1) year from the effective date of approval of this project. Project approval will become null and void if a building permit is not exercised within one (1) year from date of approval. The Applicant shall notify the City at least 30 days prior to the one (1) year expiration date to request an extension approval by the Board of Architectural Review.

3. Proposed changes to the approved application(s) must receive approval from the Board of Architectural Review, unless approved by the Zoning Administrator as outlined in Seaside Zoning Code Section 17.64.090.
4. The Applicant agrees as a condition and in consideration of the approval of this discretionary permit that it will defend, indemnify and hold harmless the City of Seaside or its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul this approval. The Applicant will reimburse the City for any court costs and attorney's fees, which the City may be required by a court to pay as a result of such action. City may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve Applicant of his obligations under this condition. The City shall promptly notify the Applicant of any such claim, action, or proceeding, and the City shall cooperate fully in the defense thereof.
5. Any proposed future development shall comply with the requirements of the Fire, Health, Planning, Code Enforcement, Building and Public Works Departments.
6. Any work within the public right-of-way must conform to current engineering standards and shall require an encroachment permit from the Public Works Department.
7. Storm water quality, treatment, runoff retention and peak management performance shall be consistent with Tier 4 project requirements of the Regional Water Quality Control Board, and the storm water retention system shall be reviewed and approved by the Public Works Department.
8. A foundation and soils investigation report shall be submitted with all required construction plans and documentation to the Building Official for plan review prior to obtaining a building permit as required by section 1802.2.7 of the 2007 California Building Code.
9. The proposed project shall comply with the applicable requirements of the Monterey Peninsula Water Management District for the installation of new water fixtures and landscape irrigation equipment.
10. The issuance of building permits involving the installation of new water shall be subject to the availability of an adequate supply of water and sewer capacity to serve the project.
11. Water conservation fixtures shall be provided in the proposed project.
12. Prior to issuance of a building permit locate or set all of the property corners. File a Record of Survey Map or Corner Record, if required by the State Professional Surveyor's Act.



Exhibit B

COMMENT SHEET

PUBLIC WORKS-ENGINEERING DIVISION

Project Address: 1742?? Fremont Blvd Date Applied: ???????
 Project Number: UP?????? APN: ???????
 Applicant: Starbucks
 Description: Construct a drive through Starbucks coffee shop on an empty lot.

APPROVED - with REQUIRED ACTION

Post Construction Requirement Initial Review (LID)	Single Family Dwelling ☐ or Commercial ☒
Impervious Area: ($\geq 2,500$ sf-new/replaced) ☐ ($\geq 5,000$ sf-net) ☒ ($\geq 15,000$ sf-net) ☐ ($\geq 22,000$ sf-net)	
Performance Requirement: Exempt ☐ #1 ☐ #2 ☒ #3 ☐ #4 ☐ (#2-#4 require stormwater plan)	
Erosion Sediment Control Plan ☒ (addition?)	

The Public Works Department, Engineering Division, has completed a review of plans of the above project. The following Required Action shall be listed on the first sheet and/or delineated within your building plans.

REQUIRED ACTION

1. Applicant to obtain encroachment permit for construction or repair of proposed sidewalk and driveway approaches.
 - a. Civil public improvement plans shall provide an ADA compliant path of travel across existing and proposed driveway approaches along Fremont Boulevard and Phoenix Avenue (proposed trash enclosure). Path shall be minimum of 4 feet wide with a cross slope less than 2%.
 - b. Civil public improvement plans shall identify portion(s) of sidewalk adjacent to the property along Fremont Boulevard that have displacements exceeding 1/4" and replace in accordance engineering standards.
 - c. Civil public improvement plans shall provide an ADA compliant curb return at the corner of Fremont Boulevard and Phoenix Avenue.
 - d. Driveway approach shall provide a 35 foot turning radius for vehicles exiting the drive-thru onto Fremont Boulevard.
 - i. Any landscaping removed from public right of way to accommodate turning radius shall be replaced in-kind in adjacent to parcel along Fremont Boulevard.
2. Proposed project must implement stormwater best management practices (BMPs) during construction.(SMC 8.46)
 - a. Complete and submit the Stormwater Compliance Tracking Form, with signature with building permit application.

Prepared by: Scott Ottmar, P.E.
 Project Address: 1742 Fremont Blvd

■ Original Signed: 10/27/16
 Staff Time (hrs): 1

If you have any questions, please contact Scott Ottmar, Associate Civil Engineer, at the Public Works Department, Engineering Division, at (831) 899-6825 or fax at (831) 899-6311, or email sottmar@ci.seaside.ca.us.



Exhibit B

- b. A project specific Erosion and Sediment Control Plan (ESCP) is required of the applicant as part of building permit application.
3. Post-development peak storm water runoff rates shall not exceed predevelopment rate. A pro rata share of the cost of offsite erosion sediment, and flood control improvements and/or for maintenance to the principal drainage way may be required by the city engineer to handle the increase peak runoff and/or sediment generated by the project.(SMC 15.32.170)
 - a. As part of building permit application, develop civil grading and drainage plans to clearly show direction of stormwater drainage from new or redeveloped impervious surfaces.
 - b. Drainage shall not be directed to adjacent properties. See item 4 for further requirements.
4. As required by Attachment 1 to Resolution No. R3-2013-0032 of the Central Coast Regional Water Quality Control Board, the applicant shall develop a Stormwater Control Plan demonstrating compliance with performance requirements #1, #2.(SMC 8.46.130)
 - a. Applicant shall submit a Stormwater Control Plan prior to finalizing site plan or civil grading and drainage plans. Stormwater Control Plan shall be approved prior to finalizing project civil grading and drainage plans.
 - b. Applicant shall submit architectural and civil grading and drainage plans with building permit application in substantial conformance to the approved Stormwater Control Plan.
 - c. Prior to issuance of occupancy, applicant shall execute and record as a deed restriction a Right of Entry and Maintenance Agreement. The Right of Entry and Maintenance Agreement shall:
 - i. Include indemnity, insurance and security requirements in conformance with the template provided by the City, and
 - ii. include an operation and maintenance (O&M) plan approved by the City stating that the property owner will conduct, and accepts responsibility for, maintenance of all stormwater control measures (SCMs), and
 - iii. include a legal description of the property, and
 - iv. describe the methods and procedures for conducting periodic inspections and maintenances of all SCMs, and
 - v. require applicant to provide to the City each year during a period beginning on September 1 and ending no later than September 30 a statement certified by a licensed Civil Engineer or Qualified Stormwater Developer (QSD) registered in the State of California stating that the SCM maintenance is in accordance with the O&M plan, and
 - vi. include a statement that transfers responsibility for maintenance of SCMs to future owners of the property.
5. Applicant to include a grease trap or interceptor meeting sizing requirements of the Uniform Plumbing Code. Provide calculations substantiating size of grease trap or interceptor.
6. Prior to final inspection, any curb, gutter and sidewalk damaged during construction shall be replaced by a licensed concrete contractor in conformance with the most current applicable

Prepared by: Scott Ottmar, P.E.
Project Address: 1742 Fremont Blvd

■ Original Signed: 10/27/16
Staff Time (hrs): 1

If you have any questions, please contact Scott Ottmar, Associate Civil Engineer, at the Public Works Department, Engineering Division, at (831) 899-6825 or fax at (831) 899-6311, or email sottmar@ci.seaside.ca.us.

Exhibit B



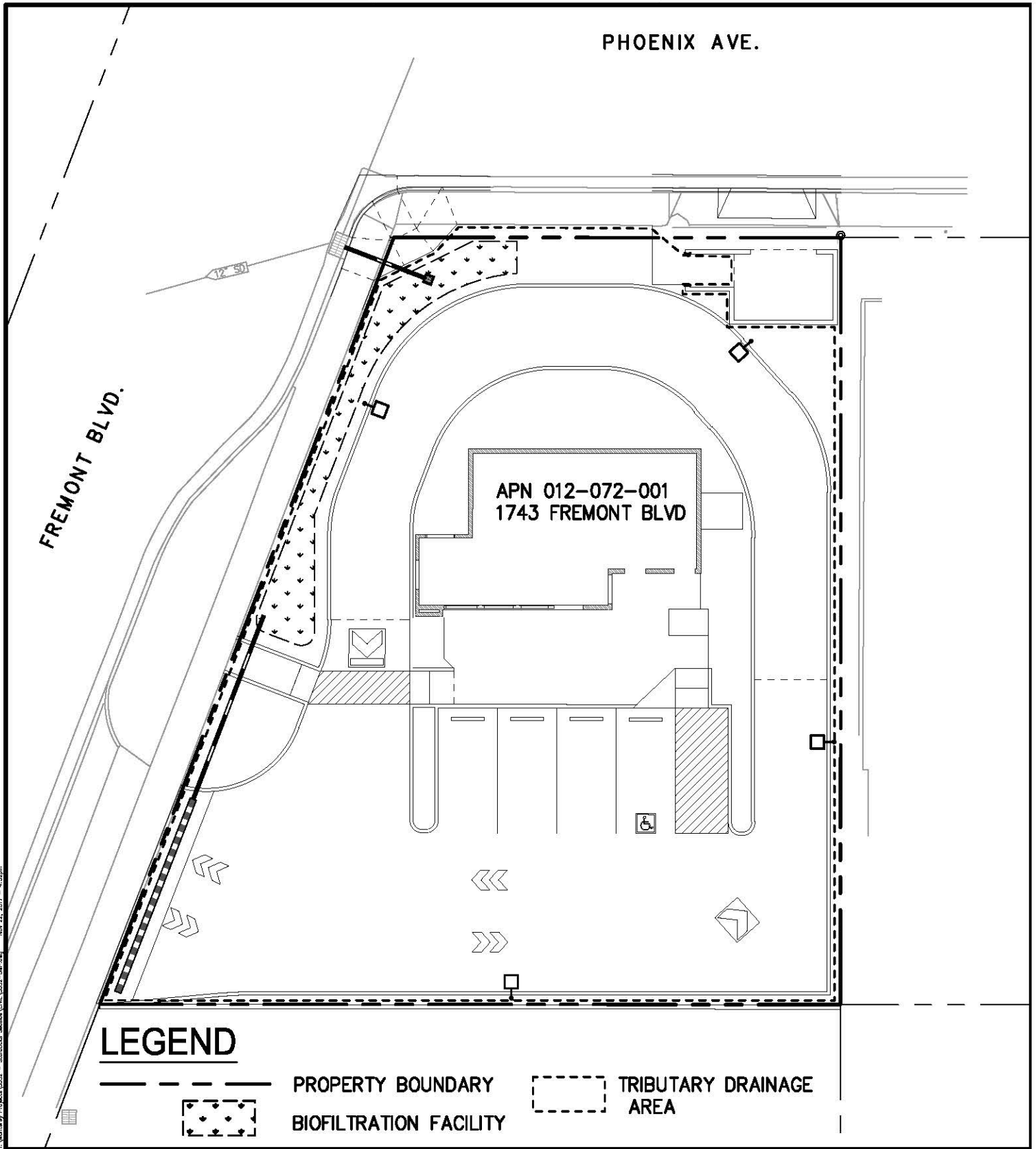
Exhibit B

engineering standards, and upon the prior issuance of an Encroachment Permit from the Public Work Department.

Prepared by: Scott Ottmar, P.E.
Project Address: 1742 Fremont Blvd

■ Original Signed: 10/27/16
Staff Time (hrs): 1

If you have any questions, please contact Scott Ottmar, Associate Civil Engineer, at the Public Works Department, Engineering Division, at (831) 899-6825 or fax at (831) 899-6311, or email sottmar@ci.seaside.ca.us.



OPERATION AND MAINTENANCE PLAN- ATTACHMENT 1

STARBUCKS- FREMONT AND PHOENEX

SEASIDE, CALIFORNIA

Project No.: 3552.01



6/29/2017
Sheet 1 of 1



**Operation and Maintenance Plan for
Stormwater Control Measures**

Starbucks - Fremont and Phoenix

**1743 Fremont Blvd. Seaside, CA, 93955
APN: 012-072-001**

November 30, 2017

Prepared By:

WE WHITSON ENGINEERS

6 Harris Court • Monterey, CA 93940
831 649-5225 • Fax 831 373-5065

Job No.: 3552.00

General

This Operation and Maintenance Plan (**OMP**) outlines the minimum operation and maintenance activities required for the stormwater control measures (**SCMs**) constructed as part of the Starbucks - Fremont and Phoenix (**Project**), located on 1743 Fremont Blvd. Seaside, CA, 93955, Assessor's Parcel Number (APN) 012-072-001.

In addition to being kept by the Owner as part of the Project Manual, this OMP is an attachment to a Maintenance Agreement which will be recorded at the County Recorder's office.

This OMP was prepared pursuant to the "Post Construction Stormwater Management Requirements for Development Projects in the Central Coast Region", Central Coast Regional Water Quality Control Board Resolution No. R3-2013-0032 and the "Technical Guide for Low Impact Development" by Monterey Regional Stormwater Management Program dated February 18, 2014.

Responsibilities

The property owner, California Gold Development Corporation (**Owner**), is responsible for facility operation, inspection, and maintenance. SCMs installed as part of the Project must be operated, inspected, and maintained for the life of the Project. Any change or alteration, or the failure to properly operate and maintain any feature described herein, could result in fines or other actions by the City of Seaside (**Municipality**), or by a state or federal authority. Furthermore, if SCM maintenance is not adequate, the Municipality may conduct inspections and repairs, at the Owner's expense. For more information please refer to the Maintenance Agreement.

Updated information, including contact information (Appendix A), must be provided to the Municipality if and when the property is sold, or whenever there is a change to one of the listed responsible parties.

Facilities to be Maintained

The facilities which are constructed as part of the Project, and which must be operated, inspected, and maintained, are listed in **Table 1**, below. SCM locations and their tributary areas are shown graphically in **Attachment 1**. For more detailed construction information see the plans and specifications entitled "Storm Water Control Plan" (included as **Appendix B**).

Table 1. Facilities to be Maintained

1. General Site Features, including asphalt and concrete pavements, landscaped areas, soil slopes, gutters and swales, drain inlets, and storm drain pipes.
2. One Biofiltration Facility.

These facilities must be operated, inspected and maintained in accordance with the Fact Sheets provided in **Attachment 2**.

Prepared by:

Whitson Engineers
6 Harris Court
Monterey, CA 93940
Phone: (831) 649-5225



Richard P. Weber, PE
Principal



November 30, 2017
Date

Attachments:

1. Map of SCMs to be Maintained
2. O&M Fact Sheets

Appendices:

(Note: due to the limitations associated with title records, the Appendices are not included in the recorded Maintenance Agreement. Appendices are included in the OMP submitted to the Owner and to the City, and must be made available by the Owner to the Municipality upon request, for the life of the Project.)

- A. Responsible Parties
- B. Storm Water Control Plan, Whitson Engineers, May 7, 2017

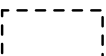
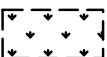
ATTACHMENT 1

PHOENIX AVE.

FREMONT BLVD.

APN 012-072-001
1743 FREMONT BLVD

LEGEND

- | | | | |
|---|------------------------|---|-------------------------|
|  | PROPERTY BOUNDARY |  | TRIBUTARY DRAINAGE AREA |
|  | BIOFILTRATION FACILITY | | |

OPERATION AND MAINTENANCE PLAN- ATTACHMENT 1 STARBUCKS- FREMONT AND PHOENEX

SEASIDE, CALIFORNIA

Project No.: 3552.01



6/29/2017
Sheet 1 of 1



1"-20'

Attachment 2

Stormwater Facility Operation and Maintenance Fact Sheet

► GENERAL SITE AND STORM DRAINAGE FACILITY MAINTENANCE

Pavements:

1. Collect trash and sweep pavements regularly to prevent accumulation of soil, debris, and trash.

Landscaping:

1. Remove debris and trash regularly.
2. Prune or cut back plants for health and to ensure stormwater is able to flow into inlets and through curb cuts.
3. Control weeds by manual methods. If problem areas occur, corn gluten, white vinegar, vinegar-based products such as Burnout, or non-selective natural herbicides such as Safer's Sharpshooter may be used.
4. Fertilizer and pesticide use should be limited, and conducted by appropriate professionals.
5. Examine the vegetation to ensure that it is healthy and dense enough to protect soils from erosion. Remove and replace all dead and diseased vegetation.
6. Replenish mulch as necessary. Mulch may be added from time to time to maintain a mulch layer thickness of 3".
7. Confirm that irrigation system is operating properly. Inspect all valves for proper on/off function and adjust as required. Inspect filters at valves and remove debris. For point source drip irrigation, inspect emitters and drip line for proper water flow and check that emitters are not clogged.

Storm Drain Inlets and Pipes

1. Clean storm drain inlets and other conveyance structures before the wet season to remove sediments, trash and debris accumulated during the summer.
2. Conduct inspections and clean and maintain storm drain inlets and storm drain pipes during the rainy season on a frequency necessary to maintain the system in proper working order.
3. Look for evidence of illegal discharges or illicit connections during routine maintenance of drainage structures:
 - a. Is there evidence of spills such as paints, discoloring, etc?
 - b. Are there any odors associated with the drainage system?
 - c. Record locations of apparent illegal discharges/illicit connections.

- d. Track flows back to potential dischargers and conduct aboveground inspections. This can be done through visual inspection of upgradient manholes or alternate techniques including zinc chloride smoke testing, fluorometric dye testing, physical inspection, or television camera inspection.
- e. Eliminate the discharge once the origin of flow is established.

Annually, prior to the beginning of the rainy season:

- 1. Remove trash, debris, dead vegetation, and accumulated sediment.
- 2. Visually inspect all facilities to determine if any maintenance activities are required in order to be prepared for the upcoming season.
- 3. If necessary, replenish rock splash pads, gravel linings, mulch, or other material used to control drainage.
- 4. Inspect drainage outlets for signs of erosion or plugging.
- 5. Inspect soil slopes for evidence of instability or erosion.

Annually, at the end of the rainy season:

- 1. Remove trash, debris, vegetation, and accumulated sediment.
- 2. Determine if any maintenance, repair, or rehabilitation activities should be scheduled, since many of these activities need to be performed during the dry season.
- 3. Manually flush all valves serving subsurface drip zones.

Stormwater Facility Operation and Maintenance Fact Sheet

► BIOFILTRATION

Biofiltration areas are intended to:

1. Reduce pollutant loads by filtering stormwater runoff through a layer of specially formulated soil before discharge to the city storm drain system.
2. Pond water up to a depth of 6 inches before overflowing to a drain inlet.
3. Drain completely following each rain event.

Biofiltration are not intended to:

1. Have standing water for periods longer than 48 hours after a storm
2. Serve as wetland or riparian habitat
3. Be accessed by anyone other than authorized personnel

The recommended routine maintenance activities for biofiltration planters are:

On an as-needed basis:

1. Remove any soil build-up, fallen leaves, debris, and trash.
2. Irrigate plants as needed during prolonged dry periods. In general, plants should be selected to be drought-tolerant and not require irrigation after establishment (two to three years).
3. Prune or cut back plants for health and to ensure stormwater is able to flow into inlets and across the surface of the facility. Remove and replant as necessary. When replanting, maintain the design surface elevation and minimize the introduction of soil
4. Control weeds by manual methods. If problem areas occur, corn gluten, white vinegar, vinegar-based products such as Burnout, or non-selective natural herbicides such as Safer's Sharpshooter may be used.
5. Examine the vegetation to ensure that it is healthy and dense enough to provide filtering and to protect soils from erosion. Remove and replace all dead and diseased vegetation.
6. Fertilizers and pesticide use should be limited, and conducted by appropriate professionals. Synthetic pesticides shall not be used.

7. Replenish mulch as necessary. Do not mulch areas below the ponding elevation; mulch only in bare areas above the ponding elevation and until vegetation has established.
8. Confirm that irrigation is operational. Inspect all valves for proper on/off function and adjust as required. Inspect filters at valves and remove debris. For point source drip irrigation, inspect emitters and drip line for proper water flow and check that emitters are not clogged.

Annually, prior to October 15:

1. Remove trash, debris, weeds, dead vegetation, and accumulated sediment.
2. Replenish mulch as needed. Mulch may be added from time to time to maintain a mulch layer thickness of 3".
3. Visually inspect the facility to determine if any maintenance activities are required in order to be prepared for the upcoming season.
4. If necessary, replenish rock or other material used as a splash pad.
5. Inspect drainage outlets for signs of erosion or plugging.
6. Inspect soil slopes for evidence of instability or erosion.

During the rainy season:

1. Abate potential vectors (mosquito larvae) by filling holes in the ground in and around the facility so that there are no areas where water stands longer than 96 hours following a storm. If mosquito larvae are present and persistent, contact Monterey County Mosquito Abatement District. Mosquito larvicides should be applied only when absolutely necessary and then only by a licensed individual or contractor.

Annually, at the end of the rainy season:

1. Remove trash, debris, vegetation, and accumulated sediment.
2. Determine if any maintenance activities should be scheduled, since many maintenance activities need to be performed during the dry season.
3. Manually flush all valves serving subsurface drip zones.

The design long-term infiltration rate of the system is:

5 in/hr minimum (7 in/hr minimum immediately after maintenance)

Do Not:

1. Do not add fertilizer to bioretention facilities. Compost tea, available from various nurseries and garden supply retailers, may be applied at a maximum recommended rate of 5 gallons, mixed with 15 gallons of water, per acre, up to two weeks prior to planting and once per year between March and June. Do not apply when temperatures are below 50°F or above 90°F or when rain is forecast in the next 48 hours.
2. Do not use synthetic pesticides or herbicides on bioretention facilities. Beneficial nematodes and non-toxic controls may be used. Acceptable natural pesticides include Safer® products and Neem oil.
3. Do not add "normal" soil into the bioretention facility. Bioretention soil is specially formulated to provide a high infiltration rate; adding other "normal" soils can significantly reduce the ability of the facility to function as designed.
4. Do not re-grade or re-contour the bioretention facility. It is important that the ground surface be maintained in the design configuration.
5. Do not make additional openings in the side of the drain inlet in order to address surface water ponding issues. Water should pond to a depth of 6 inches before overflowing into the drain inlet.

Major Facility Changes or Renovation:

Contact the project civil engineer (**Whitson Engineers**), or other qualified engineer or landscape architect, in the event that major work is contemplated in or adjacent to the facility. Major work includes:

- Significant changes to the facility's planting palette or irrigation system.
- Re-grading the facility.
- Any activity which involves adding or removing soil from the facility.
- Modifying the "engineered" elements of the facility, including drain inlets, pipes, subsurface drains, check dams, water barriers, and structural elements.
- Improvements in areas which drain to the facility; especially improvements which would increase the area of impervious surface which drains to the facility.



City of Seaside
Stormwater Management Facilities
Annual Maintenance Certificate
For Calendar Year _____

I, _____ certify that the stormwater control measures (SCM) at

Print Name

_____ (Address), with

_____ (APN),

identified in the Storm Water Control Plan (SWCP) dated April 3, 2017 developed for the property have been properly operated and maintained during the preceding year, and have been recently inspected during a period beginning on September 1 and ending no later than September 30 and repaired as necessary to ensure continued proper operation.

(Attach copies of any maintenance records and/or receipts, if applicable)

Signature

Date

Title

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief true, accurate and complete.

This Certificate shall be certified by a licensed engineer, or other qualified professional approved by the City, and submitted no later than October 1 annually.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: December 21, 2017

SUBJECT: RESOLUTION APPROVING A LEASE/PURCHASE FINANCING AGREEMENT WITH PNC EQUIPMENT FINANCE TO LEASE/PURCHASE FIRE LADDER TRUCK, AS APPROVED IN THE 2017-2018 ADOPTED BUDGET, AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

PURPOSE

The purpose of this item is to provide the City Council and opportunity to consider and adopt a resolution approving a lease/purchase financing agreement with PNC Equipment Finance to lease/purchase Fire Ladder Truck, as approved in the 2017-2018 Adopted Budget, and authorizing the City Manager to sign the agreement.

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving a lease/purchase financing agreement with PNC Equipment Finance to lease/purchase Fire Ladder Truck, as approved in the 2017-2018 Adopted Budget, and authorizing the City Manager to sign the agreement.

BACKGROUND

As part of the 2017-2018 Adopted Budget, a Fire Ladder Truck was budgeted for purchase with lease/purchase financing. At the December 7, 2017, City Council meeting, a resolution was adopted authorizing the purchase of the Fire Ladder Truck.

The City currently has a master lease agreement with PNC Equipment Finance and has qualified for a lease/purchase financing. The attached agreement is a leasing plan to be paid over ten years at 2.591% interest with a debt service payment of \$112,659.30 annually beginning in December 2018.

The leasing documents are attached to this staff report.

FISCAL IMPACT

The annual lease/purchase payments are included in the adopted Fiscal Yearl 2017-18 budget.

ATTACHMENTS

1. Lease/Purchase Agreement Document
 2. Resolution
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

LEASE SCHEDULE NO. 207377000

Dated as of September 7, 2017

This Lease Schedule (this “*Schedule*”) relates to the Master Equipment Lease-Purchase Agreement referenced below and, together with the terms and conditions of the Master Lease incorporated herein by reference, constitutes a Lease. Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference.

Master Equipment Lease-Purchase Agreement dated December 19, 2013.

1. *Equipment Description.* As used in the Lease, “*Equipment*” means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. *Rent Payments; Lease Term.* The Rent Payments to be paid by Lessee to Lessor, the Commencement Date of this Lease and the Lease Term of this Lease are set forth on the Payment Schedule attached to this Schedule.
3. *Essential Use; Current Intent of Lessee.* Lessee represents that (a) the use of the Equipment is essential to Lessee’s proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity, and (c) the useful life of the Equipment is not less than the stated full Lease Term of this Lease. Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rent Payments so long as funds are appropriated by its governing body for the succeeding fiscal year.
4. *Re-Affirmation of the Master Lease Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Lease (particularly Sections 6.1 and 16 thereof) are true and correct as though made on the date of execution of this Schedule.
5. *BANK QUALIFIED.* LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

City of Seaside, *as Lessee*

PNC Equipment Finance, LLC, *as Lessor*

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

Counterpart No. _____ of ____ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

SCHEDULE A-1

Attached to and made a part of that certain Lease Schedule No. 207377000 dated as of September 7, 2017 by and between PNC Equipment Finance, LLC, as lessor, and City of Seaside, as lessee.

Commencement Date: September 7, 2017

1. EQUIPMENT LOCATION & DESCRIPTION:
City of Seaside Department of Public Works
612 Olympia Avenue
Seaside, CA 93955

One (1) Vactor Truck One (1) Patch Truck

2. LEASE PAYMENT SCHEDULE:
 (a) Total Amount Financed: \$ 557,492.99
 (b) Payment Schedule:

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value *
1	12/7/2017	21,816.51	3,577.71	18,238.80	No call
2	3/7/2018	21,816.51	3,460.66	18,355.85	No call
3	6/7/2018	21,816.51	3,342.87	18,473.64	No call
4	9/7/2018	21,816.51	3,224.31	18,592.20	No call
5	12/7/2018	21,816.51	3,105.00	18,711.51	No call
6	3/7/2019	21,816.51	2,984.91	18,831.60	No call
7	6/7/2019	21,816.51	2,864.06	18,952.45	No call
8	9/7/2019	21,816.51	2,742.43	19,074.08	No call
9	12/7/2019	21,816.51	2,620.03	19,196.48	400,738.37

* Assumes all Rent Payments and other amounts due on and prior to that date have been paid.

10	3/7/2020	21,816.51	2,496.83	19,319.68	380,839.10
11	6/7/2020	21,816.51	2,372.85	19,443.66	360,812.13
12	9/7/2020	21,816.51	2,248.07	19,568.44	340,656.64
13	12/7/2020	21,816.51	2,122.49	19,694.02	320,371.80
14	3/7/2021	21,816.51	1,996.10	19,820.41	299,956.78
15	6/7/2021	21,816.51	1,868.91	19,947.60	279,410.75
16	9/7/2021	21,816.51	1,740.89	20,075.62	258,732.86
17	12/7/2021	21,816.51	1,612.06	20,204.45	237,922.28
18	3/7/2022	21,816.51	1,482.39	20,334.12	216,978.13
19	6/7/2022	21,816.51	1,351.90	20,464.61	195,899.58
20	9/7/2022	21,816.51	1,220.57	20,595.94	174,685.76
21	12/7/2022	21,816.51	1,088.39	20,728.12	153,335.80
22	3/7/2023	21,816.51	955.37	20,861.14	131,848.83
23	6/7/2023	21,816.51	821.49	20,995.02	110,223.96
24	9/7/2023	21,816.51	686.76	21,129.75	88,460.31
25	12/7/2023	21,816.51	551.16	21,265.35	66,557.00
26	3/7/2024	21,816.51	414.69	21,401.82	44,513.13
27	6/7/2024	21,816.51	277.34	21,539.17	22,327.78
28	9/7/2024	21,816.51	139.05	21,677.46	1.00

City of Seaside, *as Lessee*

PNC Equipment Finance, LLC, *as Lessor*

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of Septemeber 7, 2017 by and among PNC Equipment Finance, LLC ("*Lessor*"), City of Seaside ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Equipment Lease-Purchase Agreement dated as of December 19, 2013 (the "*Master Lease*") and a Lease Schedule 207377000 thereto dated September 7, 2017 (the "*Schedule*" and, together with the terms and conditions of the Master Lease incorporated therein, the "*Lease*"). The Lease contemplates that certain equipment described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof. After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Lease.

The Lease further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$557,492.99, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the vendor(s) or manufacturer(s) of the Equipment (the "*Vendor*") its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. (a) Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. (b) The moneys and investments held in the Escrow Fund are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Lease. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the “*Closing Date*”), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee in Exhibit 1. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent’s acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent’s set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) From time to time, Escrow Agent shall pay to the Vendor of the Equipment payments then due and payable with respect thereto upon receipt of duly executed Requisition Request and Certificate of Acceptance form attached as Exhibit 3 hereto, subject to Lessor’s prior written approval of each such Requisition Request and Certificate of Acceptance.

(c) If an Event of Default or Non-Appropriation Event occurs under the Lease prior to the Lessee’s acceptance of all the Equipment or to the extent that funds have not been disbursed from the Escrow Fund within the eighteen-month period identified in the Lease, funds then on deposit in the Escrow Fund shall be applied to the prepayment of Rent Payments under the Lease as instructed by Lessor.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall apply the then remaining Escrow Fund, first, to all outstanding fees and expenses incurred by Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee, and, second, to Lessor for application against the interest component of Rent Payments under the Lease as provided therein, unless otherwise agreed by Lessor.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 hereto and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. This Escrow Agreement and the escrow established hereunder shall terminate upon receipt by Escrow Agent of the written notice from Lessor specified in Section 6(c) or Section 6(d) hereof.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, or (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

PNC Equipment Finance, LLC, as Lessor

By _____
Name: _____
Title: _____

Address: 995 Dalton Avenue
Cincinnati, OH 45203

City of Seaside, as Lessee

By _____
Name: _____
Title: _____

Address: 440 Harcourt Avenue
Seaside, CA 93955

US Bank National Association, as Escrow
Agent

By _____

Name: _____

Title: _____

Address: 10 W. Broad St., 12th Floor
CN OH BD12
Columbus, OH 43215

EXHIBIT 1

INVESTMENT DIRECTION LETTER

U.S. Bank National Association
10 W. Broad Street, 12th Floor
CN OH BD12
Columbus, OH 43215

Re: Escrow Agreement dated as of Septemeber 7, 2017,
among PNC Equipment Finance, LLC, as Lessor,
City of Seaside as Lessee, and
U.S. Bank National Association, as Escrow Agent

Ladies and Gentlemen:

Pursuant to the above-referenced Escrow Agreement, \$557,492.99 will be deposited in escrow with you on or about Septemeber 7, 2017. Such funds shall be invested in one or more of the following qualified investments in the amounts indicated:

- | | PLEASE CHECK DESIRED QUALIFIED INVESTMENTS: | AMOUNT OF INVESTMENT |
|----|--|----------------------|
| 1. | ☐ Direct general obligations of the United States of America; | \$ _____ |
| 2. | ☐ Obligations – the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America; | \$ _____ |
| 3. | ☐ General obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; | \$ _____ |
| 4. | ☐ Money market funds whose investment parameters target investments in securities as described above; | \$ _____ |

IF NONE OF THE ABOVE BOXES ARE CHECKED, INVESTMENT SHALL BE MADE IN MONEY MARKET FUNDS AS DESCRIBED IN THE FOURTH CATEGORY ABOVE, UNTIL LESSEE DIRECTS OTHERWISE.

Very truly yours,

CITY OF SEASIDE, AS LESSEE

By: _____
Name: _____
Title: _____

EXHIBIT 2

ESCROW AGENT FEES AND EXPENSES

SET-UP FEES

Lessee will be invoiced \$250.00 Escrow Fund Fee.

EXPENSES

Any and all out-of-pocket expenses incurred by Escrow Agent will be the responsibility of Lessee and paid from the Escrow Fund.

**U.S. BANK NATIONAL ASSOCIATION
MONEY MARKET ACCOUNT
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is an U.S. Bank National Association (“U.S. Bank”) interest-bearing time deposit account designed to meet the needs of U.S. Bank’s Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366) by applying a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank’s discretion, and may be tiered based on customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank’s trust department performs all account deposits and withdrawals. The deposit account is insured by the Federal Deposit Insurance Corporation up to \$250,000.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account.

City of Seaside
Company Name

Signature of Authorized Directing Party

Trust Account Number – includes existing
and future sub-accounts unless otherwise directed

Title / Date

EXHIBIT 3

**REQUISITION REQUEST AND CERTIFICATE OF ACCEPTANCE NO. _____
(to be submitted with each requisition request for payment to the vendor)**

-or-

**____ (√) FINAL REQUISITION REQUEST AND CERTIFICATE OF ACCEPTANCE
(to be submitted with the final requisition request upon acceptance of the Equipment)**

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of September 7, 2017 (the "*Escrow Agreement*") by and among PNC Equipment Finance, LLC (the "*Lessor*"), City of Seaside (the "*Lessee*"), and U.S. Bank National Association (the "*Escrow Agent*"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being leased under that certain Master Equipment Lease-Purchase Agreement dated as of December 19, 2013 (the "*Master Lease*") and Lease Schedule 207377000 thereto dated September 7, 2017 (the "*Schedule*" and, together with the terms and conditions of the Master Lease incorporated therein, the "*Lease*"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

PAYEE	AMOUNT

Total requisition amount \$ _____

The undersigned, as Lessee under the Lease hereby certifies:

1. The items of the Equipment, as such term is defined in the Lease, fully and accurately described on the Equipment List attached hereto have been delivered and installed at the location(s) set forth therein.
2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by the Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.
3. The estimated useful life of the Equipment based upon the manufacturer's representations and the Lessee's projected needs is not less than the Lease Term of lease with respect to the Equipment.
4. The Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.
5. The Equipment is covered by insurance in the types and amounts required by the Lease.
6. No Event of Default or Non-Appropriation Event, as each such term is defined in the Lease, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Non-Appropriation Event has occurred and is continuing on the date hereof.

7. Sufficient funds have been appropriated by the Lessee for the payment of all Rent Payments due under the Lease during Lessee's current fiscal year.

8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth on the Equipment List by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.

9. The following documents are attached hereto and made a part hereof:

(a) Copy of Invoice(s);

(b) Copies of Certificate(s) of Origin designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing; and

(c) Requisition for Payment

10. If this is the final acceptance of Equipment, then as of the Acceptance Date stated below and as between the Lessee and the Lessor, the Lessee hereby agrees that: (a) the Lessee has received and inspected all of the Equipment described in the Lease; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specification; (c) the Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) the Lessee waives any right to revoke such acceptance.

If Lessee paid an invoice prior to the commencement date of the Lease and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Acceptance Date: _____

City of Seaside,
as Lessee

By _____

Name: _____

Title: _____

Date: _____

PNC Equipment Finance, LLC,
as Lessor

By: _____

Title: _____

Date: _____

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING A LEASE AGREEMENT WITH PNC EQUIPMENT FINANCING, LLC, FOR THE LEASE/PURCHASE OF FIRE LADDER TRUCK AND AUTHORIZING THE CITY MANAGER TO SIGN THE NECESSARY DOCUMENTS

WHEREAS, City of Seaside (the “*Lessee*”), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of California is authorized by the laws of the State of California to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, in order to acquire such Vehicles, the Lessee proposes to enter into that certain Master Equipment Lease-Purchase Agreement (the “*Master Lease*”) with PNC Equipment Finance, LLC as lessor (the “*Lessor*”), substantially in the proposed form presented to the City Council at this meeting, and Lease Schedules thereto in the form attached to the PNC Lease Purchase Proposal substantially in the form presented to the City Council at this meeting; and

WHEREAS, the City Council deems it for the benefit of the Lessee and the efficient and effective administration thereof to enter into the Master Lease and the separate Lease Schedules relating thereto from time to time as provided in the Master Lease for the purchase, acquisition, financing and leasing of the Vehicles to be therein more specifically described on the terms and conditions provided therein and herein.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the following:

Section 1. It is hereby found and determined that the terms of the Master Lease (including the form of Lease Schedules, and Payment Terms attached thereto), in the form presented to this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Vehicle.

Section 2. The form, terms and provisions of the Master Lease (including the form of Lease Schedule, and Payment Terms) are hereby approved in the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the City Manager of the Lessee (the “*Authorized Officers*”) executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officers of the Lessee are each hereby authorized and directed to sign and deliver the Master Lease, each Lease Schedule thereto, each Payment Schedule relating thereto, and any related exhibits attached thereto if and when required; *provided, however*, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rent Payments under all Leases entered

into pursuant to the Master Lease shall not exceed \$1,000,000.00; (b) the maximum term under any Lease entered into pursuant to the Master Lease shall not exceed 10 years; and (c) the maximum interest rate used to determine the interest component of Rent Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or 3 percent (3%) per annum. The Authorized Officers may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Master Lease on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two years from the date hereof during which the Authorized Officers are authorized to sign and deliver Leases pursuant to the Master Lease on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. The Authorized Officers and other officers and employees of the Lessee shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the Master Lease and each Lease Schedule (including, but not limited to, the execution and delivery of the certificates contemplated therein, including appropriate arbitrage certifications) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Master Lease, and each Lease Schedule.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21st day of December, 2017 by the following vote:

AYES: 0 COUNCIL MEMBERS
NOES: 0 COUNCIL MEMBERS
ABSENT: 0 COUNCIL MEMBERS
ABSTAIN: 0 COUNCIL MEMBERS

Ralph Rubio, Mayor

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect and further certifies that the Master Lease (including the form of Lease Schedule, and Payment Schedule) are the same as presented at said meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

Date: December 21, 2017__

ATTEST:

Lesley E. Milton, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: December 21, 2017

**SUBJECT: APPROVAL OF A RESOLUTION APPROVING ANNUAL
APPOINTMENTS TO OUTSIDE COMMITTEE ASSIGNMENTS FOR
JANUARY 1, 2018 TO DECEMBER 31, 2018.**

PURPOSE

The purpose of this item is to request that the City Council adopt a resolution confirming the Mayor's appointments of Mayor Pro Tempore and individual members of the City Council to represent the City of Seaside on outside boards and committees dealing with a variety of regional and other issues of significance.

RECOMMENDATION

That the City Council approve the list of appointments to outside agencies and subcommittees for 2018 and adopt a Resolution appointing representatives.

BACKGROUND

In addition to the duties on the City Council, the Mayor and Council Members serve on various subcommittees as the City's representatives to outside agencies. City of Seaside participation on regional bodies and internal committees enables us to work toward achieving the City's strategic goals. City staff may serve as alternates to some outside agencies or as the City's representative on the agency or subcommittee. Per Municipal Code Section 2.14.040, the Mayor reviews assignments annually for the upcoming calendar year and makes recommendations for the assignments for outside boards, commissions and agencies according to their areas of interest and expertise, or to assign staff as appropriate.

The recommended changes for calendar year 2018 are proposed in the attached document.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Draft Resolution
 2. Committee Assignments
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING MAYOR'S RECOMMENDATION FOR
MAYOR PRO TEMPORE AND CITY COUNCIL MEMBER ASSIGNMENTS
TO COMMITTEE/COMMISSION/BOARD ASSIGNMENTS FOR 2018**

WHEREAS, annually, the Mayor considers City Council Member assignments to various commissions, boards and committees in special districts and organizations, joint powers authorities and other agencies; and

WHEREAS, Mayor Rubio has considered these appointments and is making recommendations for City Council member assignments to the various commissions, boards and committees in special districts and organizations, joint powers authorities and other agencies.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside does hereby approve Mayor Rubio's recommendations of Council Member Dennis Alexander, for Mayor Pro Tempore and City Council Member assignments to various outside commissions, committees and boards as listed in Attachment A.

PASSED AND Approved at a Regular Meeting of the City Council of the City of Seaside held on the 21st day of December 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

SEASIDE CITY COUNCIL MEMBER COMMITTEE ASSIGNMENTS January 1, 2018 –December 31, 2018

Item	Committee	Representative	Alternate	Date/Time
1	<u>Association of Monterey Bay Area Governments (AMBAG)</u>	Mayor Pro Tem Alexander	Council Member Campbell	2 nd Wednesday, 7 p.m.
2	<u>Monterey-Salinas Transit District (MST)</u>	Council Member Pacheco	Council Member Campbell	2 nd Monday, 10 a.m.
3	<u>Transportation Agency of Monterey County (TAMC)</u>	Mayor Rubio	Council Member Pacheco	4 th Wednesday, 9 a.m.
4	<u>Monterey Regional Water Pollution Control Agency (MRWPCA)</u>	Mayor Rubio	Mayor Pro Tem Alexander	Last Monday, 7 p.m.
5	<u>Monterey Peninsula Water Management District (MPWMD)</u>	Mayor Rubio	Council Member Pacheco	Called
6	<u>Community Human Services of Monterey County JPA</u>	Mary Mitchell	Council Member Pacheco	3 rd Thursday, 11:30 a.m.
7	<u>Monterey Regional Waste Management District (MRWMD)</u>	Council Member Campbell	Council Member Jones	3 rd Friday, 9 a.m.
8	<u>Seaside County Sanitation District</u>	Mayor Rubio	Mayor Pro Tem Alexander	2 nd Tuesday, 9:30 a.m.
9	<u>Monterey Peninsula Unified School District (MPUSD) Governance Collaboration</u>	Council Member Pacheco / Council Member Jones	NA	Called
10	<u>North Salinas Mosquito Abatement District</u>	Council Member Jones	Council Member Campbell	2 nd Tuesday, 12 noon
11	<u>Fort Ord Reuse Authority (FORA)</u>	Mayor Rubio Mayor Pro Tem Alexander	Alt 1- Council Member Pacheco / Alt 2 -Council Member Campbell	2 nd Friday, 3:00 p.m.
12	<u>Seaside Groundwater Basin Watermaster</u>	Mayor Rubio	Mayor Pro Tem Alexander	First Wednesday, 2 p.m.
13	<u>Monterey Peninsula Regional Water Authority (MPRWA)</u>	Mayor Rubio	Mayor Pro Tem Alexander	2 nd and 4 th Thursday, 7 p.m.
14	<u>Traffic Advisory Committee</u>	Council Member Pacheco	Council Member Campbell	3 rd Tuesday, 5:00 p.m.
15	<u>Laguna Grande Joint Powers Authority</u>	Council Member Jones	Council Member Campbell	Called
16	<u>Oversight Board to the Successor Agency to the Redevelopment Agency</u>	Dan Meewis		Called

ATTEST per Resolution No. 18-

:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: December 21, 2017

**SUBJECT: APPROVE RESOLUTION TO CANCEL THE JANUARY 4, 2018
REGULAR CITY COUNCIL REGULAR MEETING AND
SUCCESSOR AGENCY JOINT SPECIAL MEETING**

PURPOSE

That the City Council approve a resolution cancelling the Regular City Council Meeting and Successor Agency Joint Special Meeting scheduled for January 4, 2018.

RECOMMENDATION

That the City Council approve the cancellation.

BACKGROUND

Historically, the first meeting of the year is canceled to accommodate for any Council Members or Staff that will be traveling or taking time off during the holiday season. Staff is recommending that the City Council adopt a resolution cancelling the January 4, 2018 City Council Meeting.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Draft Resolution
-

Reviewed for Submission to the
City Council by:

Meeting Date: December 21, 2017



Craig Malin, City Manager

RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING CANCELLATION OF THE CITY COUNCIL AND SUCCESSOR AGENCY
REGULAR MEETINGS OF JANUARY 4, 2018**

WHEREAS, the City Council and the Successor Agency meet regularly on the first and third Thursdays of each month; and

WHEREAS, the first meeting in January is on January 4, 2018; and

WHEREAS, Historically, the first meeting of the year is canceled to accommodate for any Council Members or Staff that will be traveling or taking time off during the holiday season

WHEREAS with such limited personnel, staff will be unable to produce a comprehensive agenda packet for the meeting with sufficient time.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Seaside hereby approves the cancellation of the meetings scheduled for January 4, 2018.

PASSED AND ADOPTED at a Regular Meeting of the City Council held on the 21st day of December, 2018 and passed 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
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: December 21, 2017

**SUBJECT: APPROVAL OF THE CREATION AND DUTIES OF AN AD HOC
LEGISLATIVE COMMITTEE**

PURPOSE

That the City Council approve the creation of an Ad Hoc Legislative Committee with the purpose to review and make recommendations to the City Council on upcoming state legislation that may be impacting to the City of Seaside and to define and communicate Seaside's legislative priorities.

RECOMMENDATION

It is recommended that the City Council approve this ad hoc committee and appoint Mayor Rubio and Council Member Jones to serve on the Committee.

BACKGROUND

In 2014 the City Council engaged the services of JEA & Associates to advocate on the City's behalf on things of importance or impact to the City of Seaside. The specific intent with the initial agreement was to find a way to leverage more funding for building remediation in Fort Ord. Since then, Mr. John Arriaga and his staff have advocated with little direction from the Council on emerging issues.

During the November 16, 2017 City Council Meeting Mr. Arriaga invited the Council to engage more regularly and provide direction on emerging issues that come up during the legislative session. The 2017 legislative session had significant legislation that will impact Seaside including a transportation bill (SB1) for transportation infrastructure, cannabis regulations, sanctuary designations, water regulations and reforms and a park bond for park, water recreation and wildlife conservation. The City Council took no formal positions of support or opposition to any bill in 2017 but Mr. Arriaga worked with city staff successfully advocating for sustainment of the California Gang Reduction and Implementation Program funding, which was

eliminated in the preliminary state budget proposal, yet ultimately reinstated.

With the 2015-16 legislative session closed out, many vital issues remain unresolved and/or emerging for the next year. The following lists outlines JEA & Associates recommended 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, 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.

It is in Seaside's best interest to provide strategic direction and more clearly define Seaside's priorities to ensure that the City Council's voice is amplified at the State level. Therefore, Staff and Mr. Arriaga are proposing the creation of an Ad Hoc Legislative Committee that would meet once per month, before and during the legislative sessions.

The details of the Legislative Committee are as follows:

- The Committee would be an ad-hoc committee, which means it has a defined purpose and does not continue in perpetuity.
- Members would consist of the Mayor and One Council Member
- The Committee would meet monthly via conference call
- The meetings would take place prior to and during state legislative sessions.
- JEA & Associates would be required to prepare and distribute a quarterly report to the Legislative Committee for their review and comment
- The Committee would be responsible to make recommendations to the City Council regarding legislative priorities.

Staff recommends that the Council approve the formation of the ad hoc Legislative Committee as proposed, and appoint Mayor Rubio and Council Member Jones to serve on the Committee for 2017.

FISCAL IMPACT

There are no fiscal impacts associated with this action.

ATTACHMENTS

1. None.

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Supervisor
Gloria Stearns, Economic Development Manager
Nancy Towne, Recreation Services Director

DATE: December 21, 2017

**SUBJECT: APPROVE A RESOLUTION APPROVING THE PURCHASE AND
INSTALLATION OF NATURE BASED PLAYGROUND EQUIPMENT
AND OUTDOOR CLASSROOM FOR THE ECO-RECREATION
STATION LOCATED AT ROBERTS LAKE**

PURPOSE

The purpose of this item is for the City Council to authorize the City Manager to execute a contract with Miracle Play Systems for the purchase and installation of the Nature Based Playground and Outdoor Classroom for the Roberts Lake Eco-Recreation Station which was funded by a grant from the National Parks and Recreation Association and the American Water Charitable Foundation.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute a contract with Miracle Play Systems for the purchase and installation of the Nature Based Playground and Outdoor Classroom for the Roberts Lake Eco-Recreation Station.

BACKGROUND

In June of 2017 the Recreation Department submitted a grant application to the National Recreation and Park Association in conjunction with the American Water Charitable Foundation for the Roberts Lake Eco-Recreation Station. The Eco-Recreation Station would include a Nature Based Playground & Outdoor Classroom. The outdoor classroom would be used as a learning station to teach people of all ages about water conservation & water stewardship. In July of 2017, the City was awarded and subsequently accepted grant funds of \$150,000 for the Eco-Recreation Station. Conditions of the grant require that the project be completed by June 30, 2018.

Staff has been working with Miracle Play Systems on 3 playground design scenarios that incorporate Nature Based play equipment, outdoor class room and pergola. The proposed layouts for the site considered by staff and the Parks and Recreation Commission range in price from \$124,864.51 - \$135,636.79 for the purchase and installation of the equipment. The scope of work also includes ADA access, and a split rail fence around the site. A formal quote by Miracle Play Systems will be submitted in accordance with the National Joint Powers Alliance (NJPA) Contract #022113-LTS upon request. The NJPA is a public agency serving as a municipal contracting agency, operating under the legislative authority of Minnesota Statute 123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. The City is a member of NJPA.

An initial public meeting was noticed and held on October 6, 2017 in order to receive public input concerning the Robert's Lake project. At the November 20, 2017 Parks and Recreation Commission meeting the commission reviewed three proposed designs and selected the design costing \$131,329.42. which incorporates elements from the other two designs. An additional 10% contingency should be reserved for potential overruns, at the discretion of the City Manager. This could bring the project cost to \$145,200. The remaining amount of grant funds will be used for the promotion of the environmental programs, and other site furnishings such as signage and seating. Staff has also been working with community based organizations such as Sustainable Seaside and CSUMB in order to create and plan for educational programs to be held at the park once it is completed.

The design concept was reviewed by the Board of Architecture Review on December 20th. The project will incorporate comments received by the BAR.

FISCAL IMPACT

There is no fiscal impact to the general fund associated with this item. The funding will come from the grant awarded to the City from the National Recreation and Park Association and the American Water Charitable Foundation.

ATTACHMENTS

1. Resolution Roberts Lake
2. Roberts Lake Design

Reviewed for Submission to the
City Council by:



Meeting Date: December 21, 2017

Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE PURCHASE AND INSTALLATION OF NATURE BASED
PLAYGROUND EQUIPMENT AND OUTDOOR CLASSROOM FOR THE ECO-
RECREATION STATION LOCATED AT ROBERTS LAKE**

WHEREAS, Roberts Lake is a regional park maintained by the City of Seaside; and

WHEREAS, the City was awarded a grant from the National Recreation and Park Association (NRPA) in conjunction with The American Water Charitable Foundation (AWCF) in the amount of \$150,000

WHEREAS, staff has reviewed three playground design scenarios that incorporates two different types of nature based play areas that range from \$124,000 to \$136,000 for the equipment purchase and installation; and

WHEREAS, on October 6, 2017, the Parks and Recreation commission held a community meeting to receive input on the design and on November 20, 2017, the Parks and Recreation Commission selected the design that incorporated aspects from both types of nature base play for the amount of \$132,000; and

WHEREAS, the remaining funds be used for the promotion of environmental programs and other site furnishings such as signage and seating.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to execute the contract with Miracle Play Systems for the purchase and installation of the Nature Based Playground and Outdoor Classroom for the Roberts Lake Eco-Recreation Station.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Seaside hereby authorize the City Manager to execute an additional 10% contingency for written amendments to the Miracle Play Systems agreement such that the full value of the contract may not exceed \$145,200 for the purchase and installation of the Nature Based Playground and Outdoor Classroom for the Roberts Lake Eco-Recreation Station.

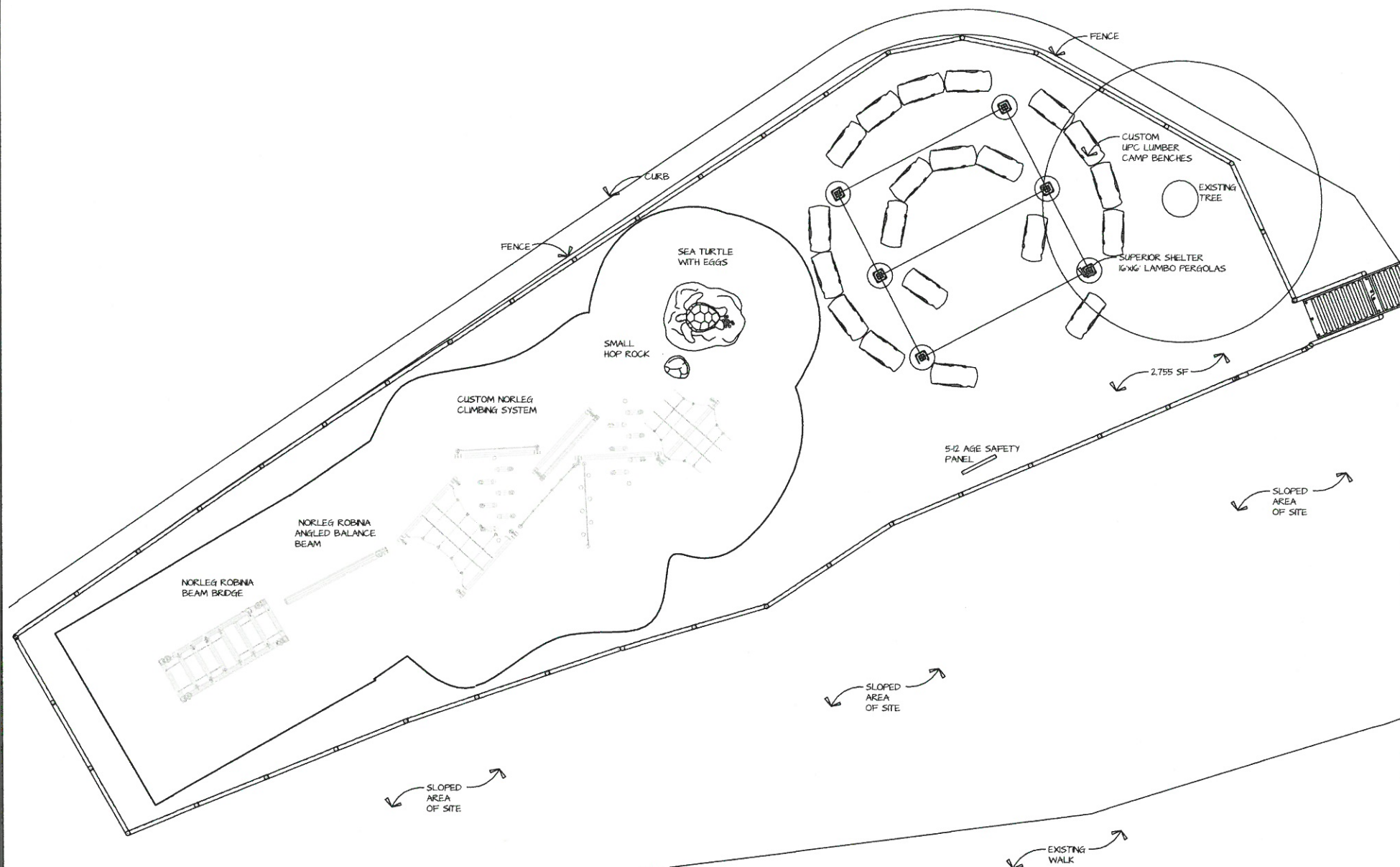
PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 21st day of December, 2017 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Ralph Rubio, Mayor

ATTEST:

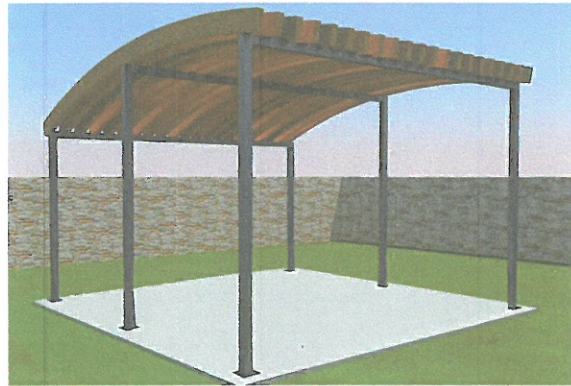
Lesley Milton-Rerig, City Clerk



ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE. ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.

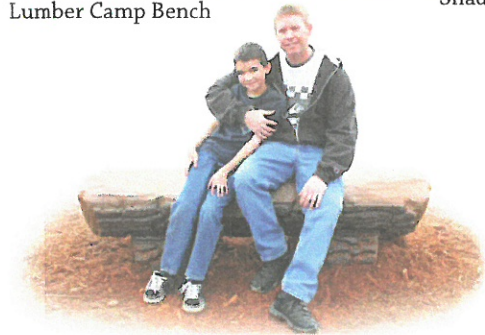
LINEAR FEET	255 LF	SITE AREA	2,755SF
CRITICAL FALL HEIGHT	6'	SCALE	3/32"=1'-0"
17_0852_Roberts_008		DRAWN BY	DT
		DATE	11-14-17

Roberts Lake
Seaside, CA.



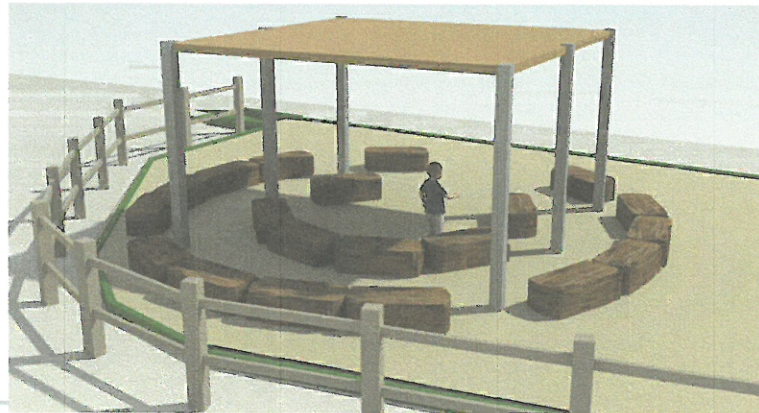
Lumber Camp Bench

Shade Structure



Robert Lake
Seaside, CA.
11/14/17

17_0852 Robert Lake_008



MIRACLE
playsystems
DESIGNING PLAY

November 15, 2017



PO BOX 263
ALAMO, CA 94507
Phone (800) 879-7730
Fax (510) 893-2163
Email info@miracleplaygroup.com

Job: P17_0852_Roberts Lake	End User To: City of Seaside 1249 Canyon Del Rey Seaside, CA 93955	Bill To: City of Seaside 440 Harcourt Avenue Seaside, CA 93955	Sub Total \$110,658.65 Freight \$13,830.00 Tax \$6,840.77 Total \$131,329.42
Name: P17_0852 Roberts Lake 008			
Number: 00001468	Dan Meewis 831-899-6821		
Type: Equipment and Install	Dmeewis@ci.seaside.ca.us		
CSL:			
PO:			
Terms: Net 30			

Item	Type	Qty	Rate	Total
Miracle Equipment Inclusive of Timbers, ADA Ramp, Safety Sign & 1 Hop Rock-per planview 17_0852 Roberts Lake 008- NJPA discount	Equipment	1	\$4,444.95	\$4,311.60
Norleg Playsystem per planview 17_0852_Roberts_008- 20% Discount	Equipment	1	\$25,027.00	\$25,027.00
UPC Timber Concrete Benches	Equipment	20	\$825.00	\$16,500.00
Wood Fiber Surfacing Install Only	Install	135	\$10.00	\$1,350.00
Fencing Material for 251 LF of Split Rail Fencing	Equipment	251	\$15.55	\$3,903.05
Installation of 251 LF - 2 board split rail fence	Install	251	\$23.05	\$5,785.55
Wood Fiber Surfacing Material Only	Install	135	\$19.67	\$2,655.45
Installation per planview 17_0852_Roberts_008	Install	1	\$29,569.00	\$29,569.00
14808 Sea Turtle w/ Eggs	Equipment	1	\$4,982.00	\$4,982.00
16' x 16' Custom Laminated Trellis - per planview - not inclusive of concrete slab	Equipment	1	\$16,575.00	\$16,575.00

Sub Total \$110,658.65
Total Freight \$13,830.00
Total Tax \$6,840.77
Grand Total \$131,329.42

Company:
Signature:

Name:

Date:

NOTES:

- Site to be prepped and ready to receive equipment
- Footing spoils to remain on site
- Quote does not include security fencing; a quote can be provided upon request
- Utility check by others to be conducted before installation of equipment
- Client is responsible for obtaining all necessary permits
- NJPA Contract #030117 Member #17733 City of Seaside

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle PlaySystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including but not limited to, any employees or agents of Miracle PlaySystems, Inc., or any other person, or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s), provided, however, Miracle PlaySystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle PlaySystems, Inc. comparative negligence caused any damages.

STANDARD NOTES

- Price quotation is good for 90 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER AND CHECK TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle PlaySystems, Inc **DOES NOT** include the following in this proposal:
 - Engineered drawings
 - Installation of equipment or other site amenities
 - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording. Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.

TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle PlaySystems, Inc maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card processing fees are 5% which will be added to all credit card charges • Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary and are as follows:
 - 5-6 weeks for standard (non-custom) play features for US based manufacturers;
 - 10-12 weeks standard play features (non-custom) from European & Canadian manufacturers. Expedited Air Freight is available for additional cost (calculated on case by case basis).

CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI, Conditions: Grades, stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote. Terms: Upon completion.

GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle PlaySystems, Inc. Objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle PlaySystems, Inc. to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle PlaySystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Customer:





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Supervisor
Leslie Llantero, Assistant Engineer

DATE: December 21, 2017

**SUBJECT: APPROVE SEASIDE RECREATION AND PARKS COMMISSION
RECOMMENDATION TO DISTRIBUTE \$150,000.00 FROM FY
2017/2018 BUDGET FOR PARK IMPROVEMENTS**

PURPOSE

The purpose of this item is to have the City Council consider the recommendation from the Recreation and Park Commissions to distribute the FY 2017-2018 Park Improvements budget of \$150,000.

RECOMMENDATION

It is recommended that the City Council adopt a resolution to distribute \$150,000 budgeted in the Fiscal Year 2017 - 2018 Capital Improvement Program Park Improvements Projects to the following parks: \$28,000 to Capra Park, \$12,000 to Neil Park, \$40,000 to the Portal Project, \$5,000 to Roberts Lake, and \$60,000 to Ellis Park.

BACKGROUND

At the June 27, 2017 City Council Meeting, the City Council budgeted \$150,000 in the Fiscal Year 2017-2018 Capital Improvement Program for Parks Improvements and directed the to recommend park improvement projects.

The Recreation and Parks Commission solicited the community for input on park projects and held two study sessions on October 2, 2017 and October 30, 2017. Several community groups, neighborhood associations and individuals participated in identifying a total of eight park improvement projects for a total of over \$250,000. The following Park Projects were identified by the community:

Capra Park

\$528,000 - Project includes ADA access to the park, replacement of the retaining wall, new tot lot playground equipment, new picnic benches in barbecue area with shade pergolas, and renovation of the basketball court. Construction costs of the improvements is estimated to be approximately \$500,000.

Neil Park

\$50,000 - Recommended improvements included ADA entrance to park with ADA parking, replace swing set and playground equipment, renovation of the pergola/gazebo structure, tables, and benches on the terrace and add BBQ pits.

Portal Project Entry Way - Corner of Canyon Del Rey and Del Monte Blvd.

\$40,000 - This project consists of revamping the open space at the corner of Canyon Del Rey and Del Monte. There will be removal of current landscaping and replacing with new landscaping scheme. Either a stone wall or a seahorse statue will be incorporated into the design as well as a decomposed granite walkway through the area.

Roberts Lake

\$5,000 - This project consists of the installation of painted 4x4 "Peace Poles" which are installed individually or in groups of 3-5 in varying heights. The painted redwood peace poles would be created by students from Community Partnership for Youth and the MPUSD's after school Program at Ord Terrace, ML King School of Arts, Highland, Del Rey Woods, and Walter Colton Middle School.

Ellis Park

\$60,000 - Recommended improvements include new swing set, replacing the sand with ADA wood chips, new seating that includes picnic tables and benches, upgrade the basketball court, ADA access, and improvement of the horseshoe pits.

Portola Leslie Park

\$10,000 - \$20,000 - Replace walking paths throughout park, and remove and replace benches and tables. ADA improvements would also be required but were not included in the request amount.

Manzanita-Stuart Park

\$40,000 - Replace playground equipment with new model, and replace seating around park. ADA improvements would also be required but were not included in the request amount.

Trinity Park

\$20,000 - Improve ADA access around park, plant new trees throughout park, add designated seating and picnic areas, improve the park landscaping.

It was evident that there is a greater need for park improvements than the budget allowed. The Recreation and Parks Commission recommends to distribute the \$150,000 Park Improvements budget to the following projects:

1. Capra Park - \$28,000 for the design that includes geotechnical, structural and civil fees.
2. Neil Park - \$12,000 for renovation and clean up of the terrace viewing area.

3. Portal Project Entry Way - \$40,000 would fund the entire project that NIPC was proposing.
4. Roberts Lake Peace Poles - \$5,000 to fund the entire project that CPY proposes.
5. Ellis Park - \$60,000 - For the ADA access and parking space, new swing set, ADA wood chips, new picnic tables and benches with ADA access, upgrade the basketball hoop.

There was \$5,000 remaining that will be kept as surplus in case any of the proposed projects need extra funding.

The Recreation and Parks Commission is recommending that future allocations for park improvements include additional funds to cover costs for ADA improvements. Most of the projects have a significant amount of ADA improvements that are associated within the project scope not providing other improvements such as site furnishings, playground equipment, landscaping and beautification.

FISCAL IMPACT

Park improvement projects were included in the FY 2017-2018 Capital Improvement Program with a budget of \$150,000.00

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

DISTRIBUTING THE FISCAL YEAR 2017/2018 PARK IMPROVEMENTS BUDGET OF \$150,000 TO FIVE PARK PROJECTS RECOMMENDED BY THE RECREATION AND PARKS COMMISSION

WHEREAS at the June 27, 2017 City Council Meeting the City Council approved the Capital Improvement Program which included \$150,000 for Park Improvements and directed the Recreation and Parks Commission to recommend park improvements projects; and

WHEREAS, the Recreation and Parks Commission solicited community input and held two public study sessions on October 2, 2017 and October 30, 2017; and

WHEREAS, several community groups and neighborhood associations participated by identifying a total of eight park improvement projects estimated to cost approximately \$250,000; and

WHEREAS, at the November 20, 2017 Recreation and Parks Commission meeting, the Commission recommended five parks projects be funded with the \$150,000 identified as Exhibit A attached.

NOW, THEREFORE BE IT RESOLVED that the City of Seaside City Council distribute the \$150,000 Park Improvements budget approved in Fiscal Year 2017/2018 Capital Improvement Program to the park projects identified as Exhibit A attached to hereto and direct the Finance Department to implement these allocations into the financial records.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 21st day of December, 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

Exhibit A

1. Capra Park - \$28,000 for the design that includes geotechnical, structural and civil fees.
2. Neil Park - \$12,000 for renovation and clean up of the terrace viewing area.
3. Portal Project Entry Way - \$40,000 would fund the entire project that NIPC was proposing.
4. Roberts Lake Peace Poles - \$5,000 this would fund the entire project that CPY was proposing.
5. Ellis Park - \$60,000 - For the ADA access and parking space, new swing set, and ADA wood chips, new picnic tables and benches with ADA access, upgrade the basketball hoop.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Leslie Llantero, Assistant Engineer

DATE: December 21, 2017

SUBJECT: CUTINO PARK IMPROVEMENT PROJECT

PURPOSE

The purpose of the item is to provide an opportunity for the City Council to consider and approve the 30% Design for the Cutino Park Improvements Plan and , authorize staff to complete the design for the Multiuse Field and the Skate Park, and approve an appropriation of \$700,000 from the Cutino Park budget for the additional design budget.

RECOMMENDATION

It is recommended that the City Council approve a resolution approving the 30% Design for the Cutino Park Improvements Plan and authorize staff to complete the design for the Multiuse Field and the Skate Park.

BACKGROUND

Cutino Park is situated between San Pablo Avenue and La Salle Avenue east of Noche Buena Street adjacent to the Boys and Girls Club. This park, with proposed renovations, would provide increased recreational space and recreational offerings to the community. It would serve a larger number of youth and families and improve the quality of life of our residents.

On December 15, 2016, the City Council authorized \$200,000 for the preliminary design of the Cutino Park Improvements Project. Staff released a Request for Proposal (RFP) on April 24, 2017 to retain professional services to design the improvements. Through their proposal, interview and presentation, Verde Design (Verde) demonstrated they understood the City's goals for Cutino Park and had the staff and experience to design multi-use athletic facilities. Therefore Verde was selected as the most qualified firm to provide design services.

The proposed improvements to the park include field renovations to incorporate synthetic turf

for multi-use sport activities; new play structures; storage, restrooms, and concession facility renovations; new skate park and an upgrade of the basketball area; field lighting and restroom security enhancements; and ADA upgrades for pathways, entrances, and viewing areas.

Community Outreach

Community input into the project was a priority in order to understand how to best focus our resources on the improvement efforts. Representatives from Verde and City staff met with community stakeholders and residents in a series of public meetings to obtain feedback. The intent of these public meetings was to gain direction and feedback on the conceptual plans. Public participation was encouraged and the comments provided during these meetings have been incorporated in the conceptual design. A community survey was conducted to gain further input from the public regarding desired improvements and increased recreational options. Summaries of the stakeholder and community meeting and survey are included in the attachments to this report.

Cutino Park Improvements Conceptual Plan

Based on the initial concepts of the proposed improvements, the community and stakeholder input, and the Recreation and Parks Commission Meeting, the consultant team developed two conceptual plans for Cutino Park Improvements.

Refinements were made to the previously prepared concepts for the improvements in order to enhance the phasing of improvements, including the Boys & Girls Club future teen center expansion, using the existing infrastructure within the park boundaries, improving pedestrian access, providing synthetic turf for the multi-use sport field, incorporating a skate park, providing adequate spectator seating, and providing onsite parking. At the October 26, 2017 joint meeting of the Board of Architectural Review, the Planning Commission, and the City Council, it was recommended to move forward with the 30% design for the preferred Conceptual Plan which includes the following features:

- Synthetic Turf Sports Fields with multiple sports activities:
 - o Youth and Adult Soccer
 - o Youth baseball/softball
 - o Adult softball
- Parking lot
- Youth and older children's playgrounds
- Relocated basketball half court
- Skate Park
- Upgrades to existing lighting
- Upgrades to existing restroom and concession building for ADA compliance and new storage facility
- Native garden and picnic area close to the Boys & Girls Club parking lot

On December 20, 2017, the Board of Architectural Review reviewed the 30% Design Plans and will provide direction on the landscape plan, planting palette, and site furnishings. Due to the nature of the funding, extensive scope of the project and the associated costs of the improvements, it is recommended that the proposed improvements be completed in phases. At this time, staff is recommending that the multiuse field and skate park be completed. The estimated cost to complete the design and construction for these improvements is \$5 million, approximately \$700,000 to complete the design and approximately \$4.3 million for construction.

Staff has reviewed various funding alternatives to pay the cost of the proposed improvements to Cutino Park. One alternative would be the use of Lease Revenue Bonds. The estimated cost of

lease revenue bonds would be annual payments of \$300,000 to \$350,000 over 25 years with an average interest rate of 3.6%. These payments would be budgeted in future years. With increasing City revenues from new revenue sources and economic development activity, it is projected that there will be sufficient funding to make these payments.

Next Steps

The design effort to upgrade the existing buildings for ADA compliance is ongoing. The design and construction of the ADA upgrades is anticipated to be completed by June 2018. This part of the project is funded through Community Development Block Grant funds in the amount of \$218,088.

The additional design work, which includes finalizing the design of the multiuse field and skate park, could be completed by Verde Design, the consultant currently retained by the City for the 30% design. City staff recommends that the City request a proposal from Verde Design to perform additional design services for consideration by the City Council in the future. At this time, it is recommended that the City Council approve a resolution approving the 30% Design for the Cutino Park Improvements Plan and authorizing staff to complete the design for the Multiuse Field and the Skate Park.

ENVIRONMENTAL COMPLIANCE

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) determinations are currently being conducted for this project.

FISCAL IMPACT

Funding for the current design services for the Cutino Park project is from the General Fund and a CDBG grant. Additional design services to complete the construction documents for the multiuse field and skate park, estimated at \$700,000, would be appropriated from the Cutino Park budget in the General Fund.

ATTACHMENTS

1. Resolution
2. Meeting Minutes and Survey
3. Site Plan
4. Phasing Plan
5. Site Furnishings
6. Planting Plan
7. Tree Palette
8. Planting for Zone 1 & 2
9. Planting for Zone 3 & 4

Reviewed for Submission to the
City Council by:

Meeting Date: December 21, 2017



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE 30% DESIGN FOR CUTINO PARK IMPROVEMENTS PLAN, AUTHORIZING STAFF TO COMPLETE THE DESIGN FOR THE MULTIUSE FIELD AND SKATE PARK, AND AUTHORIZE MOVING \$700,000 TO THE DESIGN BUDGET FROM THE PROJECT BUDGET

WHEREAS, On December 15, 2016, the City Council authorized \$200,000 for the preliminary design of Cutino Park Improvements Project; and

WHEREAS, Verde Design demonstrated they understood the City's goals and have the staff and experience in design of the multi-use athletic facilities to provide design documents for Cutino Park Improvements; and

WHEREAS, the proposed upgrades to the athletic field, children's playground, storage facilities, restrooms, concession building, walkways and viewing areas would bring the park into compliance with state and federal laws; and

WHEREAS, based upon community outreach and several public meetings, a final conceptual plan was chosen and Verde completed and presented 30% design documents for Cutino Park Improvements to the City Council; and

WHEREAS, due to the nature of the funding, extensive scope of the project and the associated costs of the improvements, the City elected to complete the improvements in phases.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the 30% design plans for Cutino Park Improvements, directs staff to finalize construction documents for multiuse field and skate park, and approves moving \$700,000 from the Cutino Park Project budget to the Design budget.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 21st day of December, 2016 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



VERDE DESIGN

STAKEHOLDERS MEETING REPORT

DATE: September 12, 2017 MEETING DATE: September 5, 2017
 FACILITATOR: Derek McKee MEETING TYPE: Kick-off Meeting
 RECORDER: Corbin Schneider MEETING TIME: 5:30AM – 8:30PM
 PROJECT NAME: Cutino Park PROJECT NUMBER: 1706000
 MEETING LOCATION: Boys and Girls Club

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 www.verdedesigninc.com

ATTENDEES: Leslie Llantero, City of Seaside
 Dan Meewis, City of Seaside
 Derek McKee, Verde Design
 Corbin Schneider, Verde Design

COPY TO: Rick Riedl, City of Seaside
 Leslie Llantero, City of Seaside

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This report, if not corrected within seven (7) days after receipt by any party in attendance, shall be acknowledged as an accurate report of the events that took place at this meeting.

MEETING REPORT REVIEW / COMMENTS

MEETING CONTEXT: Stakeholder's Meeting.

MEETING PURPOSE: Meet with individual stakeholder groups to review project process, anticipated scope of work, schedule and milestones for the identified park improvements.

INTENDED RESULTS: Receive comments, input, ideas and concerns from the park user groups and local neighbors, and provide a clear understanding of the following items for all stakeholders:

1. Identification of roles and responsibilities of consultant team, and City staff.
2. Review the existing site plan, proposed park improvements and steps toward input, consensus and development of the design process.
3. Review the ADA survey and priority areas for potential renovation.
4. Review and develop the project's goals and objectives.
5. Review proposed new park amenities.
6. Review the scheduling, by purpose, for each phase of the design process and other public hearings, commission, or Council involvement.

I. Introductions, Roles & Responsibilities

A. City of Seaside, Owner

1. Dan Meewis, City of Seaside
2. Leslie Llantero, Assistant Engineer

B. Verde Design, Consultant

1. Derek McKee, Principal
2. Corbin Schneider, Sr. Project Manager

II. Stakeholder Group Meetings

A. LOCAL SKATERS: SEBASTIAN RAMIREZ AND SKATERS

1. Many had been to other skate parks
2. Preferred a combination of style with street and snake run/free flow
 - a. High Flow Street Terrain Linked together (20 Dots)
 - b. Low Flow Stand Alone Plaza Features (27 Dots)
 - c. Snake Run (30 Dots)
 - d. Interconnected Flow Pool (4 Dots)
 - e. Pool (7 Dots)

ITEM DISCUSSION AND ACTION

3. Would really like a skate park
4. Understood the need for helmets and rules
5. City will need to work on the specific rules
6. We did not discuss any night use or lighting for night use.

B. MINISTERIAL ALLIANCE: REVEREND LUSKO – NO SHOW

C. CITY PARKS AND RECREATION: DANIEL MEEWIS

1. All existing play equipment and structures in area can be removed.
2. Practice baseball field could be used for tee ball and still have soccer going on the other half.
3. Two baseball/softball games could not occur at the same time but two practices could.
4. For soccer, many kids travel to Salinas for fields, practice and games.
5. Large Hispanic population in Seaside with a soccer focus.
6. Skate, basketball, and play area would be open to community. Did not expand on night use.
7. Field would probably be permitted but with some open hours.

D. BOYS & GIRLS CLUB: RON JOHNSON

1. Teen expansion would provide a new area for them and remove the training room and storage areas.
2. Seaside Raiders would lose their storage area that is approximately 1/3 of the southern storage room.
3. Design includes a pathway to street and separate entry point for teens direct from Noche Buena.
4. They would like to improve the outside space at the B&G building and their portable at the new entry for the teens.
5. They are looking for some outdoor space for hangout areas.
6. Proposed gazebo structure is included.
7. They have a proposed fence along the field side of the building that they stated was not a priority.
8. Around the entry they have a retaining wall.
9. It was explained that the grading around the south face of the building would change with the park design.
10. Their access to the teen area is in the SW corner facing Noche Buena.
11. Modular will remain and we did discuss potential of moving it north. The ramp of the back ties in with the concrete and access to the rear gym door.
12. Copy of initial concept was provided.
13. They are not sure about the skate park and proximity to their new teen area. Seems like a good mix for that age group. Other skate parks are located in Monterey near Dennis the Menace and Marina near a middle school.

E. FCC: CESAR HERNANDEZ – NO SHOW

F. PAL

1. Park has a homeless issue that caused them to reduce use at park. They believe making the improvements will increase community use and decrease homeless use.
2. PAL would use the fields for baseball and other programs.

G. SEASIDE RAIDERS, YOUTH FOOTBALL – CLAUDIA

1. They really try to keep costs down to provide their program to all.
2. They really need storage which relates to costs at the park.
3. Helmets are shipped back
4. Pads are stored in off-season
5. We discussed their current area and they have approximately 160 sf.
6. They use the park from July to December.
7. Games start in August
8. 4 team levels and potential for cheerleaders.
9. First month is Monday through Friday after that it is Tuesday, Wednesday and Thursday.
10. Home games are played at Seaside HS.
11. Field size and striping is the same as high school.
12. They do have field goals for their three upper levels.

ITEM

DISCUSSION AND ACTION

13. Some practice striping would be good and discussed using more subtle colors.

H. NEIGHBORS – MR. AND MRS. GOMEZ

1. Concerned with trash from the various user groups. Can be seen after practices and events from youth sports.
2. They like the skate park because they see the need.
3. Discussed sports field lighting and need to assess condition and existing photometrics.
4. Pathway lights would be added for security and ingress/egress
5. Discuss tree type and selection. Location of trees may need to be verify with neighbor's due to their elevated views. Tentatively proposed aligning trees with property lines and using deciduous trees for winter and summer exposure from the west.
6. Other plantings in area would be low and we did not want to create hiding areas. Plants to be ground covers or trees.
7. They stated homeless have not been issue to them.

I. HECTOR VASQUEZ – NO SHOW

J. MONTEREY BAY SPORTS LEAGUE: CHRISTIAN RAMOS – YOUTH SOCCER.

1. Like the full-size field and would not do the other larger field proposed in the initial concept.
2. They have 600 kids with 200 playing rec and 400 playing comp.
3. They are the soccer program for Seaside.
4. He like the larger field with the larger two smaller fields.
5. They could accommodate player quantity to the sizes.
6. Seemed not to worry about the US soccer field sizes.
7. Discussed sports field lighting as well because they are currently setup for baseball and not the field sports.

K. MPUSD: Wednesday Evening Meeting - Canceled

L. Next Steps

- A. PRC Meeting – Monday, September 18th at the Oldemeyer Center, at 5:30pm
- B. Follow-up meeting with the Skate Park Designer – Thursday, September 21st at the Oldemeyer Center, at 5:00pm.

End of Meeting Report



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PARKS AND RECREATION COMMISSION MEETING REPORT

DATE: September 21, 2017 MEETING DATE: September 18, 2017
FACILITATOR: Derek McKee MEETING TYPE: Parks and recreation Commission Meeting
RECORDER: Corbin Schneider MEETING TIME: 5:30AM – 8:30PM
PROJECT NAME: Cutino Park PROJECT NUMBER: 1706000
MEETING LOCATION: Oldemeyer Center
ATTENDEES: Rick Riedl, City of Seaside
Leslie Llantero, City of Seaside
Dan Meewis, City of Seaside
Derek McKee, Verde Design
Corbin Schneider, Verde Design
COPY TO: Rick Riedl, City of Seaside
Leslie Llantero, City of Seaside
Dan Meewis, City of Seaside

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This report, if not corrected within seven (7) days after receipt by any party in attendance, shall be acknowledged as an accurate report of the events that took place at this meeting.

MEETING REPORT REVIEW / COMMENTS

MEETING CONTEXT: Parks and recreation Commission Meeting

MEETING PURPOSE: Meet with individual Parks and Recreation Commission and the community members to review two Conceptual Plans, site facilities and materials, project process, anticipated scope of work, schedule and milestones for the identified park improvements.

INTENDED RESULTS: Receive comments, input, ideas and concerns from the park user groups and local neighbors, and provide a clear understanding of the following items for all stakeholders:

1. Identification of roles and responsibilities of consultant team, and City staff.
2. Review the existing site plan, proposed park improvements and steps toward input, consensus and development of the design process.
3. Review the ADA survey and priority areas for potential renovation.
4. Review and develop the project's goals and objectives.
5. Review proposed new park amenities.
6. Review the scheduling, by purpose, for each phase of the design process and other public hearings, commission, or Council involvement.

- I. Parks and recreation Commission
 - A. Opened meeting and introduced Rick Riedl to begin the Cutino Park Design Charrette
- II. Introductions – Rick Riedl
 - A. City of Seaside, Owner
 1. Leslie Llantero, Assistant Engineer
 2. Dan Meewis, City of Seaside
 - A. Verde Design, Consultant
 1. Derek McKee, Principal
 2. Corbin Schneider, Sr. Project Manager
- III. Recreation and Parks Commission – Design Charrette
 - A. Charrette Presentation
 1. Conceptual Plans A & B
 2. Park facilities and furnishings
 3. Park components

ITEM

DISCUSSION AND ACTION

B. General Questions

- a. What are the heights of the proposed fences and screens along the east property line? They may vary depending on the elevation of the adjacent property to the park finish grade.
- b. Will there be a pathway along the east property line fence? Yes.
- c. Trees and planting along edges – trees to be used along with ground cover. May use nicer plantings at entries. At stakeholder meeting we discussed aligning trees with the east west property lines and utilize deciduous trees for shade in the summer and sun in the winter due to west facing backyards.
- d. Are we increasing parking beyond the 14 and 16 stalls shown on the concepts? Not in these designs. On-street parking will continue to be utilized, as well as better use of the Boys and Girls Club parking lot.
- e. Was a pump track looked at as a site feature? No, a pump track was not previously brought up.
- f. Along residences, is there a sound barrier proposed? Has not been discussed and we can discuss with City. Typically, there is a chain-link fence or wood fence installed on the City property.
- g. Football stated concerns that the focus for the sports field seems to be on soccer and baseball. They stated they have been using the field primarily and should have some precedence for use and design alignment to their needs. Response was that we have included them for their practice use and providing some striping for that purpose. City provided a listing of other users who are using the facility which include baseball and soccer.
- h. Will security lighting be included? Yes, there will be security lighting. Projects with sports field lighting require ground lighting for ingress/egress. Those lights can be setup on separate circuits so some can stay on all night. We have also installed security cameras on parks for surveillance.
- i. Did we look at the skate park being located at Oldemeyer instead of at Cutino? This is the only new activity being added to the existing park uses. This will be discussed with the City.
- j. How long to nets last compared to chain link fencing? Nets do have a shorter lifespan and will need to be replaced. We specify the heavier duty netting to get the maximum years out of the product.
- k. Will the geese continue to be a problem with the synthetic turf field? No, geese eat the grass and won't come to a synthetic turf field if there is nothing to eat. We have seen Seagulls hanging around at synthetic turf fields.
- l. What is the path material around the synthetic turf field? There are a number of materials that can be used, from concrete, asphalt, pavers, to decomposed granite. And, there may be more than one material in the final design.

IV. Breakout Session

1. Group response

- a. Group 1
 - i. Football pays over \$1K for each game day at Seaside HS. Cost seemed high to the community.
 - ii. Football has had issues with the skaters that have showed up over the last two weeks. They have called the police three times and have concerns with their behavior. This was brought up several times in the meeting.
 - iii. Can a larger football field fit in the design (east/west)? Can they have games here?
 - iv. Move playground to the skate park area and remove or relocate the skate park to another City facility.
 - v. Need a sound wall at the residences.
 - vi. Liquor store is an issue. Helps support the homeless and people camping out in the park.
 - vii. Limit the access from the cul-de-sac. Relates to potential issue with parking on this street.
- b. Group 2
 - i. No skate park here. There is a supervision issue with this site.
 - ii. Would like to have football games and practice field / facility.
 - iii. More parking is needed.
 - iv. Like the larger field plan and ability to have adult softball.
 - v. Move play area to skate park location.

PROJECT NAME: Cutino Park
PROJECT NO.: 1706000
MEETING LOCATION: Boys and Girls Club

MEETING REPORT FOR: Stakeholder's Meeting
MEETING DATE: September 5, 2017
REPORT DATE: September 12, 2017

ITEM

DISCUSSION AND ACTION

c. Group 3

- i. Not a fan of the skate park. Move to the Rec Center and have supervision.
- ii. Parking is a concern.
 - 1. Not enough spaces provided.
 - 2. 60 spaces in and around the streets of the park is not enough.
- iii. "Drug Corner" with the high shrubs around the restroom building is an issue.
- iv. Liquor store relates to this issue and in the same proximity.
- v. Pump track would be nice to have.
- vi. Include practice football field striping, but not a full football field.
- vii. Direction signage needed for parking so people know they can use the Boys and Girls Club parking lot.
- viii. Provide the ability to control access at sport event entrances for ticketing purposes.

2. General Q/A

- a. There are no other City facilities that provide adult softball fields and use.

Next Steps

- A. Skate Park Meeting – Thursday, September 28th at the Oldemeyer Center, at 5:30pm

End of Meeting Report



VERDE DESIGN

SKATE PARK MEETING REPORT

DATE: October 3, 2017 MEETING DATE: September 28, 2017
 FACILITATOR: Zach Wormhoudt MEETING TYPE: Skate Park Meeting with Local Skaters
 RECORDER: Corbin Schneider MEETING TIME: 5:00PM – 7:30PM
 PROJECT NAME: Cutino Park PROJECT NUMBER: 1706000
 MEETING LOCATION: Oldemeyer Center
 ATTENDEES: Zach Wormhoudt, Skateparks
 Craig Waltz, Skateparks
 Dan Meewis, City of Seaside
 Leslie Llantero, City of Seaside
 Craig Malin, City of Seaside
 Corbin Schneider, Verde Design
 COPY TO: Rick Riedl, City of Seaside
 Derek McKee, Verde Design

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This report, if not corrected within seven (7) days after receipt by any party in attendance, shall be acknowledged as an accurate report of the events that took place at this meeting.

MEETING REPORT REVIEW / COMMENTS

MEETING CONTEXT: Skate Park Meeting with Local Skaters
 MEETING PURPOSE: Meet with local skaters, interested groups and the public to review two Conceptual Alternative Plans, anticipated scope of work, and the skate park concept.
 INTENDED RESULTS: Receive comments, input, ideas and concerns from the skate park user groups and local neighbors, and provide a clear understanding of the project and design to all stakeholders:

I. Corbin's meeting notes

1. ¼ pipes to the beginning (north end) of the run vs using the vertical edge
2. Close off ends of snake run for corners and turn arounds
3. Is there a separate area for very young kids? Or do they skate together? Is separate safer?
4. Height of ¼ pipes at snake run: 4' max. tall or can some be 6' tall with extensions?
5. Mini ramp 6' for drop in potential
6. Can you put a spine out of middle area to between high and lower pipe ends of the snake run?
7. 4'-6" drop in at 'V' ¼ pipe. Also, higher than the 3'-6'
8. Remove jersey barrier?
9. How about a level path from the snake run to back of the stairs, maybe with a mini wash board
10. Flat area could use some cones, bubbles or volcanos (bigger than Watsonville) for speed
13. What about a spine around the north end of the skate park
12. We need and clear division between the liquor store, the skate park, and rest of park

End of Meeting Report

CUTINO PARK COMMUNITY SURVEY - October 2017

	Online Spanish	Online English	Paper	Late	Total
Total Participants	6	156	43	13	218

Q1. Please enter your zip code:

ZIPCODES	Online Spanish	Online English	Paper	Late	Total
Seaside - 93955	4	138	26	9	177
Marina - 93933	0	3	2	4	9
93934	0	1	1	0	2
Monterey - 93940	0	5	2	0	7
Pacific Grove - 39350	0	4	1	0	5
Salinas - 93901, 93906, 93907	0	1	2	0	3
93956	0	3	0	0	3
10302	0	1	0	0	1
Santa Cruz - 95062	0	0	1	0	1
Carmel - 93921, 93924	0	0	2	0	2
Watsonville - 95076	0	0	1	0	1
San Lucas - 93954	1	0	0	0	1
Soledad - 93960	1	0	0	0	1

Q2. Our family includes the following ages: (Please select all that apply)

Answer Choices	Online Spanish	Online English	Paper	Late	Total
Under 2 years old	2	23	5	1	31
2-5 years old	2	40	3	8	53
6-12 years old	4	46	16	12	78
13-18 years old	1	25	17	7	50
19-35 years old	4	58	11	6	79
35+ years old	5	96	16	1	118

Q3. How far does your family live from Cutino Park?

Answer Choices	Online Spanish	Online English	Paper	Late	Total
0 to .5 miles	1	45	8	0	54
.5 to 1.5 miles	4	69	15	6	94
3 to 5 miles	0	21	9	7	37
Greater than 5 miles	1	21	7	0	29

Q4. How often has your family visited Cutino Park in the past 12 months?

Answer Choices	Online Spanish	Online English	Paper	Late	Total
Often	0	21	6	12	39
Sometimes	1	23	13	0	37
Rarely	4	42	12	1	59
Never	1	70	7	0	78

Q5. Does your family participate in summer camps at Cutino Park?

Answer Choices	Online Spanish	Online English	Paper	Late	Total
Yes	0	12	3	5	20
No, not at Cutino Park	4	46	20	3	73
No, no summer camps at all	1	97	16	7	121

Q6. How does your family travel to Cutino Park?

Answer Choices	Online Spanish	Online English	Paper	Late	Total
Walk	1	61	12	5	79
Bike	0	26	6	1	33
Bus	0	6	2	2	10
Car	5	83	25	10	123

Q7. How would you rate Cutino's parking situation?

Answer Choices	Online Spanish	Online English	Paper	Late	Total
Sufficient	0	51	13	7	71
Insufficient	6	85	19	6	116

Q8. Should recreation space be reduced to add a parking lot?

Answer Choices	Online Spanish	Online English	Paper	Late	Total
Yes	5	48	11	0	64
No	1	108	26	13	148

Q9. What alternative travel options would make it easier to get to Cutino Park?

Answer Choices	Online Spanish	Online English	Paper	Late	Total
Bicycle parking	5	108	18	3	134
Local bus service	1	51	14	9	75
Other (please specify):					

Q10. In general, why does your family visit Cutino Park?

Answer Choices	Online Spanish	Online English	Paper	Late	Total
To enjoy the outdoors	4	58	20	10	92
Use a specific facility at the park	0	17	6	5	28
Boys & Girls Club	0	23	7	2	32
Play sports / exercise	1	52	21	13	87
Meet my friends	1	15	7	2	25
Family activities and outings	3	29	7	6	45
On my way to other areas	1	17	0	1	19

Q11. Which five (5) facilities are most needed at Cutino Park?

Answer Choices	Online Spanish	Online English	Paper	Late	Total
Athletic Field	0	90	26	13	129
Passive recreation elements	1	83	17	1	102
Age appropriate play structures	6	92	18	11	127
Group picnic area(s)	1	72	16	10	99
Skate park	6	65	32	1	104
Basketball	3	75	24	12	114
Handball	4	18	7	4	33
Parking	2	44	7	4	57
Other (please specify):					

Q12. Which concept design do you prefer?

Answer Choices	Online Spanish	Online English	Paper	Late	Total
Conceptual Plan A	0	82	14	6	102
Conceptual Plan B	4	46	12	1	63
Comments:					

Q13. What youth-use activities should the athletic field be set up for?

Answer Choices	Online Spanish	Online English	Paper	Late	Total
Baseball	0	76	15	13	104
Softball	0	66	12	11	89
Football	0	53	13	13	79
Soccer	4	99	23	4	130
Lacrosse	4	21	5	0	30
Other (please specify):					

Q14. What adult-use activities should the athletic field be set up for?

Answer Choices	Online Spanish	Online English	Paper	Late	Total
Softball (slow-pitch)	0	95	20	9	124
Soccer	2	93	20	1	116
Lacrosse	4	33	4	1	42
Other (please specify):					

Q15. Which three (3) activities would you like to see offered at Cutino Park?

Answer Choices	Online Spanish	Online English	Paper	Late	Total
Youth organized sports	0	78	17	11	106
Adult softball	0	36	8	5	49
Classes for adults	3	23	1	0	27
After-school activities	0	48	14	4	66
Young children's activities	0	37	12	6	55
Day camps and trips	0	19	7	1	27
Youth sport camps	0	39	7	4	50
Senior activities	0	24	2	0	26
Outdoor education/interpretive program	4	25	6	0	35
Tai Chi	0	25	4	0	29
Other (please specify):					

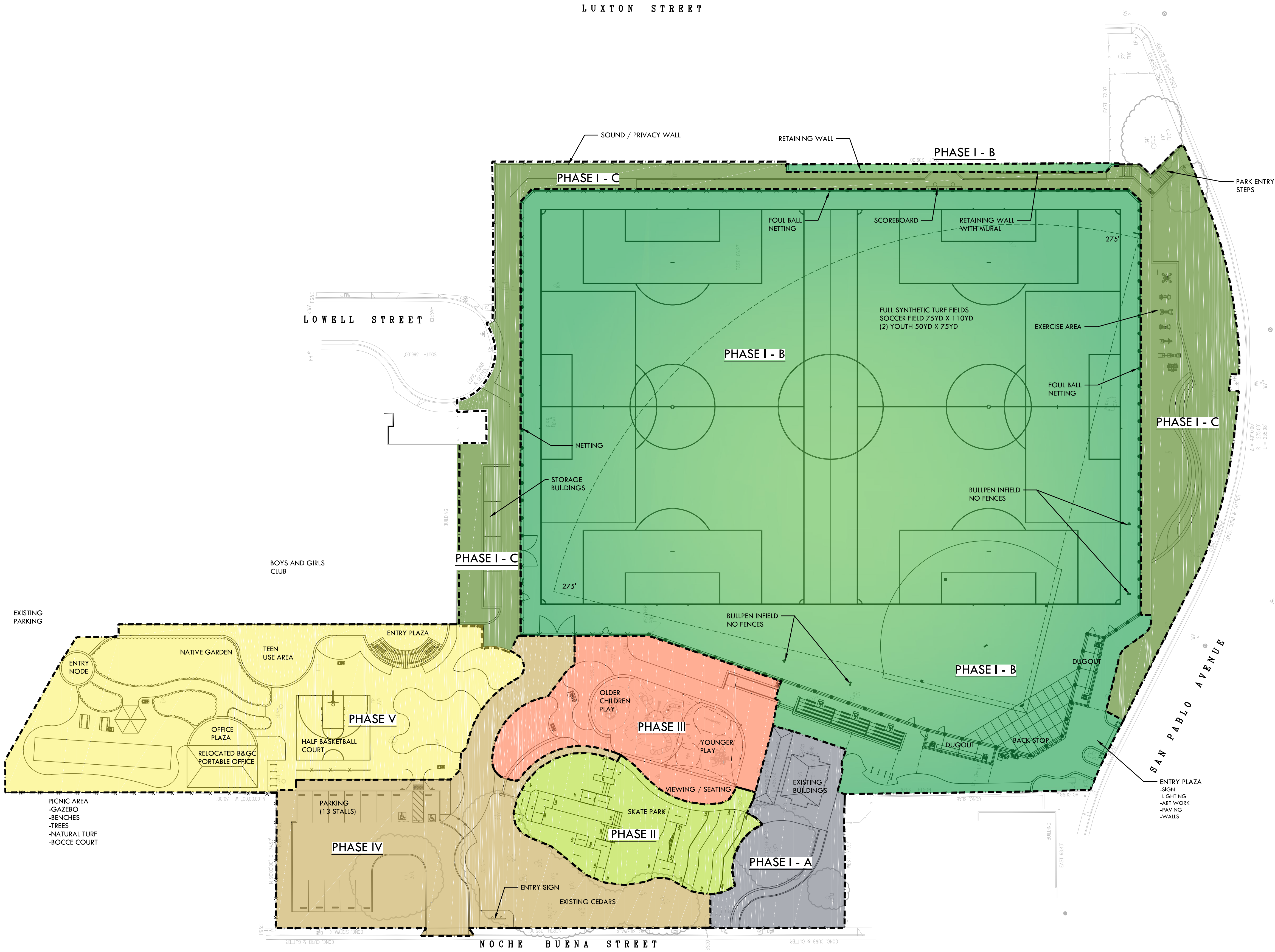


Site Plan
Cutino Park
City of Seaside
Seaside, CA



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PHASING LEGEND

SYMBOL	DESCRIPTION
	PHASE I - A: EXISTING SITE IMPROVEMENTS INCLUDE: ADA IMPROVEMENTS FOR BUILDINGS, ADA ACCESS PATH, SIGNAGE, PLANTING AND IRRIGATION.
	PHASE I - B: SITE IMPROVEMENTS INCLUDE: SYNTHETIC TURF SOFTBALL FIELD, SOCCER FIELD, SCOREBOARD RELOCATION, BACKSTOP, DUGOUTS, FENCING, NETTING, RETAINING WALL, SITE FURNISHINGS, ELECTRICAL INFRASTRUCTURE, PLANTING AND IRRIGATION.
	PHASE I - C: SITE IMPROVEMENTS INCLUDE: WALKWAY, EXERCISE AREA, STAIRS, SCOREBOARD, SOUND WALL, STORAGE BUILDINGS, ENTRY SIGN, SEATING AREA, SPORT LIGHTING, SITE FURNISHINGS, ELECTRICAL, PLANTING AND IRRIGATION.
	PHASE II: SITE IMPROVEMENTS INCLUDE: SKATE PARK AND CONCRETE WORK.
	PHASE III: SITE IMPROVEMENTS INCLUDE: PLAY AREA, SHADE STRUCTURE, WALKWAY, SEATWALLS, CONCRETE WORK, SITE FURNISHINGS, PLANTING AND IRRIGATION.
	PHASE IV: SITE IMPROVEMENTS INCLUDE: PARKING LOT, VEHICULAR ACCESS TO THE FIELD, FENCING, BIOFILTRATION AREA, ENTRY SIGN, PLANTING AND IRRIGATION.
	PHASE V: SITE IMPROVEMENTS INCLUDE: BASKETBALL COURT, RELOCATED BOYS AND GIRLS CLUB PORTABLE OFFICE BUILDING, PICNIC AREA, GAZEBO, BOCCIE BALL COURT, FENCING, PLAZA AREA, TEEN USE AREA, ENTRY AREA, SITE FURNISHINGS, ELECTRICAL, PLANTING AND IRRIGATION.
	PLANTING AREA



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STAMP



CONSULTANT

SHEET TITLE

PHASING
PLAN

PROJECT NAME

DAVID CUTINO PARK

PROJECT ADDRESS

VERDE DESIGN INC.
2455 THE ALAMEDA
SANTA CLARA, CA 95050

SUBMITTAL	DATE
30% SUBMITTAL	12-01-17

NO.	REVISIONS	DATE
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DRAWN BY LW/RK	CHECKED BY CMES / DM
DATE ISSUED 12-01-17	SCALE
PROJ. NO. 1706000	
SHEET NO. L2.1	OF SHEETS

DAVID CUTINO PARK

30% Design Development

SITE FURNISHINGS & MATERIALS RECOMMENDATIONS

(DRAFT)

December 01, 2017



PREPARED BY:



VERDE DESIGN

LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
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DAVID CUTINO PARK

SITE FURNISHINGS

Page no.

Shade Structure	2-3
Basketball Goal	4
Site Furnishing Group	5-8
Gazebo	9
Drinking Fountain	10
Collapsible Bollards	11
Bocce Court	12
Fitness Structures	13
Sound Wall	14
Storage Containers	15

PLAY EQUIPMENT

Page no.

5 to 12 Play Structure	16-17
5 to 12 Modular Climber	18-20
2 to 5 Play Structure & Modular	21-22

Shade Structure:

USA Shade & Fabric Structures	3- Point Sail	Three Poles	8505 Chancellor Row, Dallas, Texas 75247 800.966.5005
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OR:

USA Shade & Fabric Structures	Wave	Three Poles	8505 Chancellor Row, Dallas, Texas 75247 800.966.5005
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Shade Structure:

OR:

USA Shade & Fabric Structures	Pegasus	Single Poles	8505 Chancellor Row, Dallas, Texas 75247 800.966.5005
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Basketball Goal:

Bison	Ultimate Jr Rectangular Steel Playground System w/ Front Mount Double-Rim Basketball Goal	----	
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Furniture Group Option 1

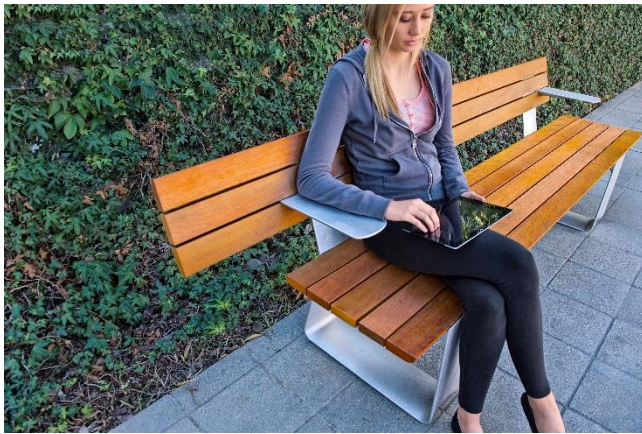
Landscape Forms	Lakeside Bench	Metal; with back	
Landscape Forms	Lakeside Bench	Metal; backless	
Landscape Forms	Lakeside Litter	Metal	
Landscape Forms	Charlie Table	Metal	
Landscape Forms	Reeder Bike Rack	Metal	



Seaside David Cutino Park -Verde Design

Furniture Group Option 2

Landscape Forms	MultipliCITY Bench	Metal and wood; with back	
Landscape Forms	MultipliCITY Bench	Metal and wood; backless	
Landscape Forms	MultipliCITY Litter	Metal and wood	
Landscape Forms	MultipliCITY Table	Metal and wood	
Landscape Forms	MultipliCITY Bike Rack	Metal and wood	



Furniture Group Option 3

Forms - Surface	Balance Bench	Metal; with back	
Forms - Surface	Balance Bench	Metal; backless	
Forms - Surface	Dispath Litter	Metal	
Forms - Surface	Tangent Table Ensemble	Metal	
Forms - Surface	Garden Bike Rack	Metal	



Seaside David Cutino Park -Verde Design

Furniture Group Option 4

QCP	Shear Bench	Precast concrete; with back	
QCP	Shear Bench	Precast concrete; backless	
QCP	Twist Waste Container	Precast concrete	
QCP	Standard Picnic	Precast concrete	
Forms - Surface	Garden Bike Rack	Precast concrete	



Gazebo:

Classic Recreation Systems, Inc	Trellis		
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Drinking Fountain:

Globaltap	GT1110		
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OR

Most Dependable Fountains	10145 SM		
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Collapsible Bollard

MaxiForce	Collapsible Bollard		
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Bocce Ball Court

-	Wood frame with Decomposed granite		
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OR:

-	Wood frame with Synthetic turf		
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Fitness Equipment:

Greenfields Outdoor Fitness			
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Sound Wall:

Oldcastle Precast	Sierra Classic Wall- Horizontal Board	Semi-gloss Beige White columns and top trim Concrete	3786 Valley Avenue, Pleasanton, CA 94568 925.846.8183 http://www.oldcastleprecast.com
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Storage Container Option 1

-	Shipping Container Fabrication		
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Play Structure (Age 5-12) -Big Unit Options

Landscape Structures	Age-5 to 12 years	Play Booster: Depot Park Tower	100 Brush Creek Road Suite #206 Santa Rosa, CA 95404 855.892.3240
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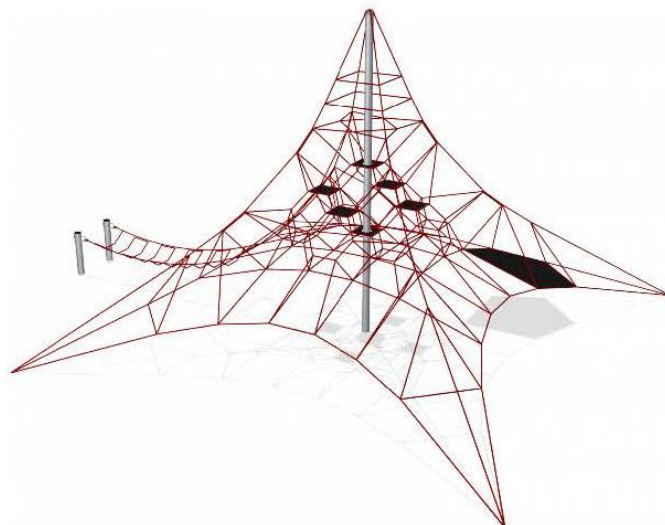


OR:

KOMPAN	Age – 5 to 12 years	Small Spacenet 3144 w/ Extensions	
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COR10120

Small Spacenet 3144 with Extensions



Play Structure (Age 5-12) – Big Unit Options

OR:

KOMPAN	Age – 5 to 12 years	Small Spacenet 3144 w/ Extensions	
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OR:

KOMPAN	Age – 5 to 12 years	Pollux	
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GXY942
Pollux

KOMPAN
Let's play



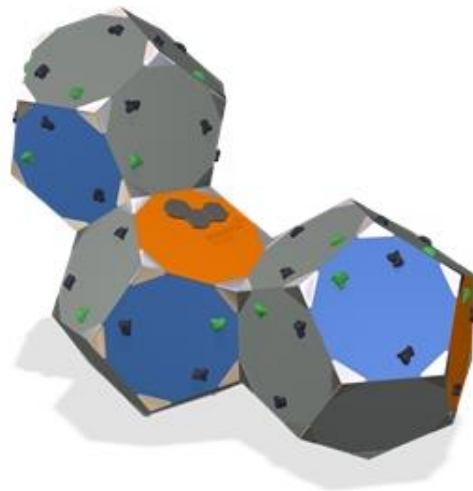
Play Structure (Age 5-12) – Freestanding Climber Unit Options

Landscape Structure	Age – 5 to 12 years	7-Panel Mobius Climber	
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OR:

KOMPAN	Age – 5 to 12 years	BLOQX 3	
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Play Structure (Age 5-12) – Freestanding Climber Unit Options

OR:

Landscape Structures	Age – 5 to 12 years	Global Motion	
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OR:

Landscape Structures	Age – 5 to 12 years	Skyport Climber w Double Swooth Slide	
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Play Structure (Age 5-12) – Freestanding Climber Unit Options
OR:

KOMPAN	Age – 5 to 12 years	Quad Pod	
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COR29400
Quad Pod



Play Structure-Age 2-5

Landscape Structures	Age – 2 to 5 years	Weevos	
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OR:

Landscape Structures	Age – 2 to 5 years	3-Panel Mobius Climber	100 Brush Creek Road Suite #206 Santa Rosa, CA 95404 855.892.3240
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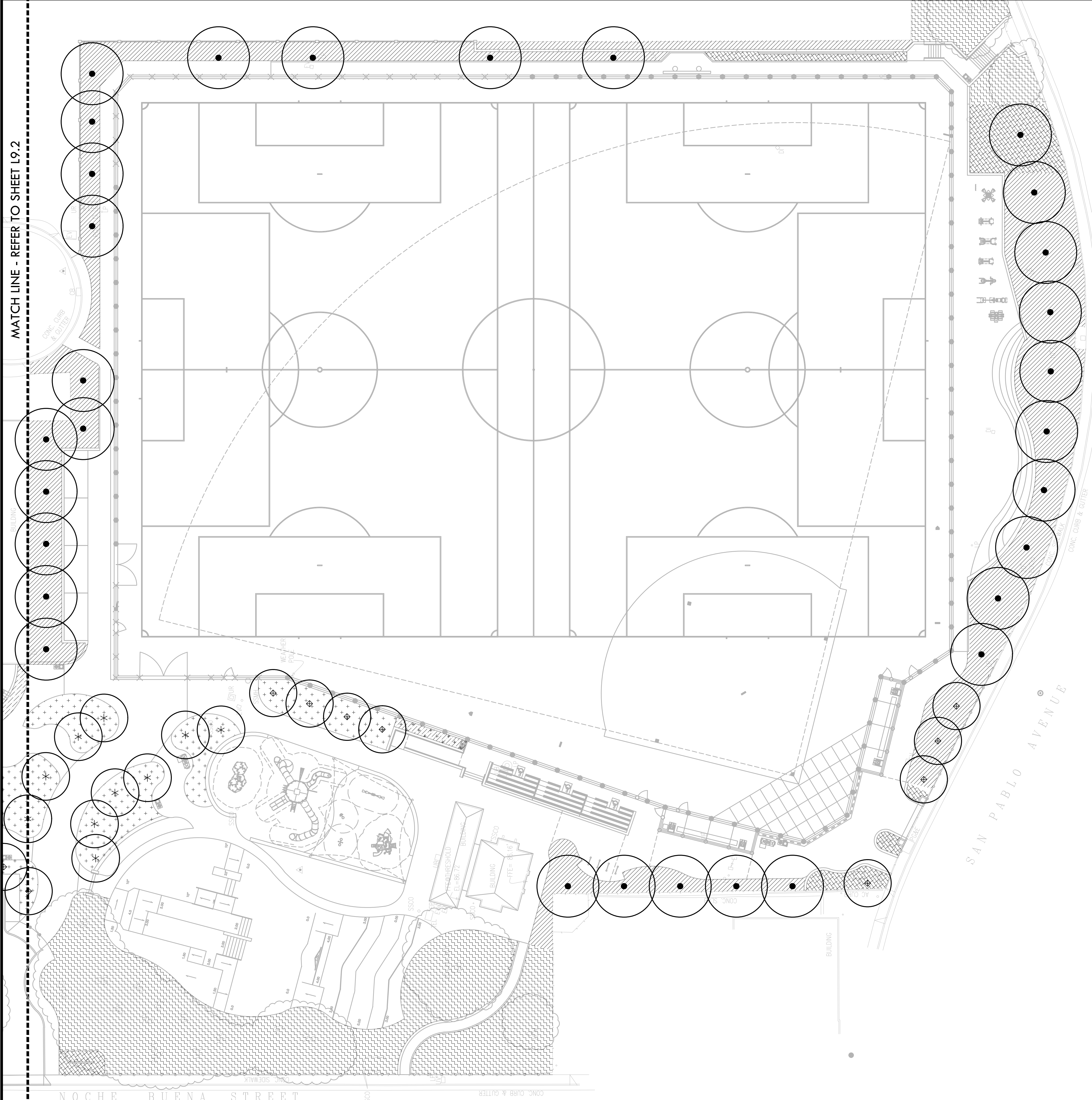
Play Structure-Age 2-5
OR:

Landscape Structures	Age - 2 to 5 Spring Riders	T-Rex and Horse	100 Brush Creek Road Suite #206 Santa Rosa, CA 95404 855.892.3240
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MATCH LINE - REFER TO SHEET L9.2

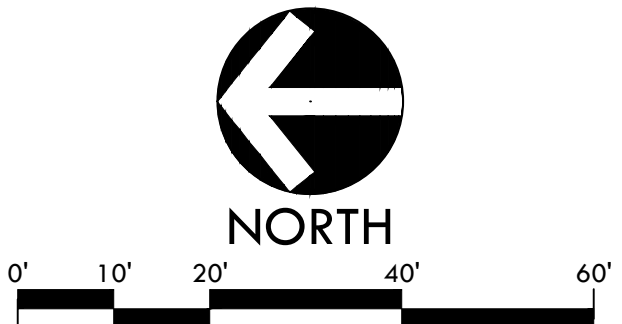


PLANTING NOTES

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SUGGESTED PLANT LIST

TREE SYM	BOTANICAL AND COMMON NAMES
	SCREENING TREE: DECIDUOUS - ACER MACROPHYLLUM - BIG LEAF MAPLE EVERGREEN - BRACHYCHITON SPECIES - BOTTLE TREE - LOPHOSTEMON CONFERTUS - BRISBANE BOX - LYONOTHAMNUS FLORIBUNDUS - CATALINA IRONWOOD - MELALUCA SPECIES - MYOPORUM SPECIES
	SPECIMEN TREE AT PLAZA: DECIDUOUS - MAGNOLIA SOULANGEANA - SAUCER MAGNOLIA EVERGREEN - CUPRESSUS MACROCARPA - MONTEREY CYPRESS
	ORNAMENT TREE TYPE 1: DECIDUOUS - CERCIS CANADENSIS - EASTERN REDBUD - LAGERSTROEMIA SPECIES EVERGREEN - ARBUTUS UNEDO 'MARINA' - STRAWBERRY TREE - METROSIDEROS EXCELSA - NEW ZEALAND CHRISTMAS TREE
	ORNAMENT TREE TYPE 2: EVERGREEN - METROSIDEROS EXCELSA - NEW ZEALAND CHRISTMAS TREE - TRISTANOPSIS LAURINA 'ELEGANT' - WATER GUM
ZONE 1 - SCREENING AND EDGE ZONE	
	GROUND COVER - ARCTOSTAPHYLOS 'UVA-URSI' - BEARBERRY - HIERRA BUENA - YERBA BUENA MINT - COPOSSMA KIRKII 'VARIEGATA' - CEANOTHUS SPECIES
ZONE 2 - ENTRY ZONE	
	GROUND COVER - GAZANIA HYBRID - CEANOTHUS SPECIES SHRUBS - ABELIA GRANDIFLORA 'KALEIDOSCOPE' - ANIGOZANTHOS SPECIES - KANGAROO PAW - CISTUS SPECIES - ROCKROSE - IRIS DOUGLASIANA - DOUGLAS IRIS - KNIPHOFIA SPECIES - RED HOT POKER - PHORMIUM DWARF SPECIES - FLAX - PITTOSPORIUM TOBIRA 'WHEELER'S DWARF' - SPIRAEA JAPONICA 'GOLD FLAWSE'
ZONE 3 - PLAZA ZONE	
	GROUND COVER - CAMPANULA PORTENSCHLAGIANA - CEANOTHUS SPECIES SHRUBS - COPOSSMA SPECIES - TEQUILA SUNSET - HEBE SPECIES - KNIPHOFIA SPECIES - RED HOT POKER - LIMONIUM PEREZII - SEA LAVENDER - PHORMIUM DWARK SPECIES - FLAX - PITTOSPORIUM T. - 'WHEELER'S DWARF' - STRELITZIA REGINAE - BIRD OF PARADISE
ZONE 4 - BIORETENTION ZONE	
	- CHONDROPETALUM ELEPHANTINUM - FESTUCA CALIFORNIA - CALIFORNIA FESCUE - JUNCUS PATENS - CALIFORNIA GRAY FISH - IRIS VARIEGATA - MUHLENBERGIA RIGENS - DEER GRASS - NEPETA X FAASSENII 'WALKER'S LOW' - CATMINT - SALVIA LEUCOPHYLLA - GRAY SAGE
MULCH ZONE	
	MULCH AREA WITH - CAMARYLLIS BELLADONNA - NAKED LADY LILY - IRIS DOUGLASIANA - DOUGLAS IRIS





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www.VerdeDesigninc.com

STAMP



CONSULTANT

SHEET TITLE

PLANTING PLAN

PROJECT NAME

DAVID CUTINO PARK

PROJECT ADDRESS

**VERDE DESIGN INC.
2455 THE ALAMEDA
SANTA CLARA, CA 95050**

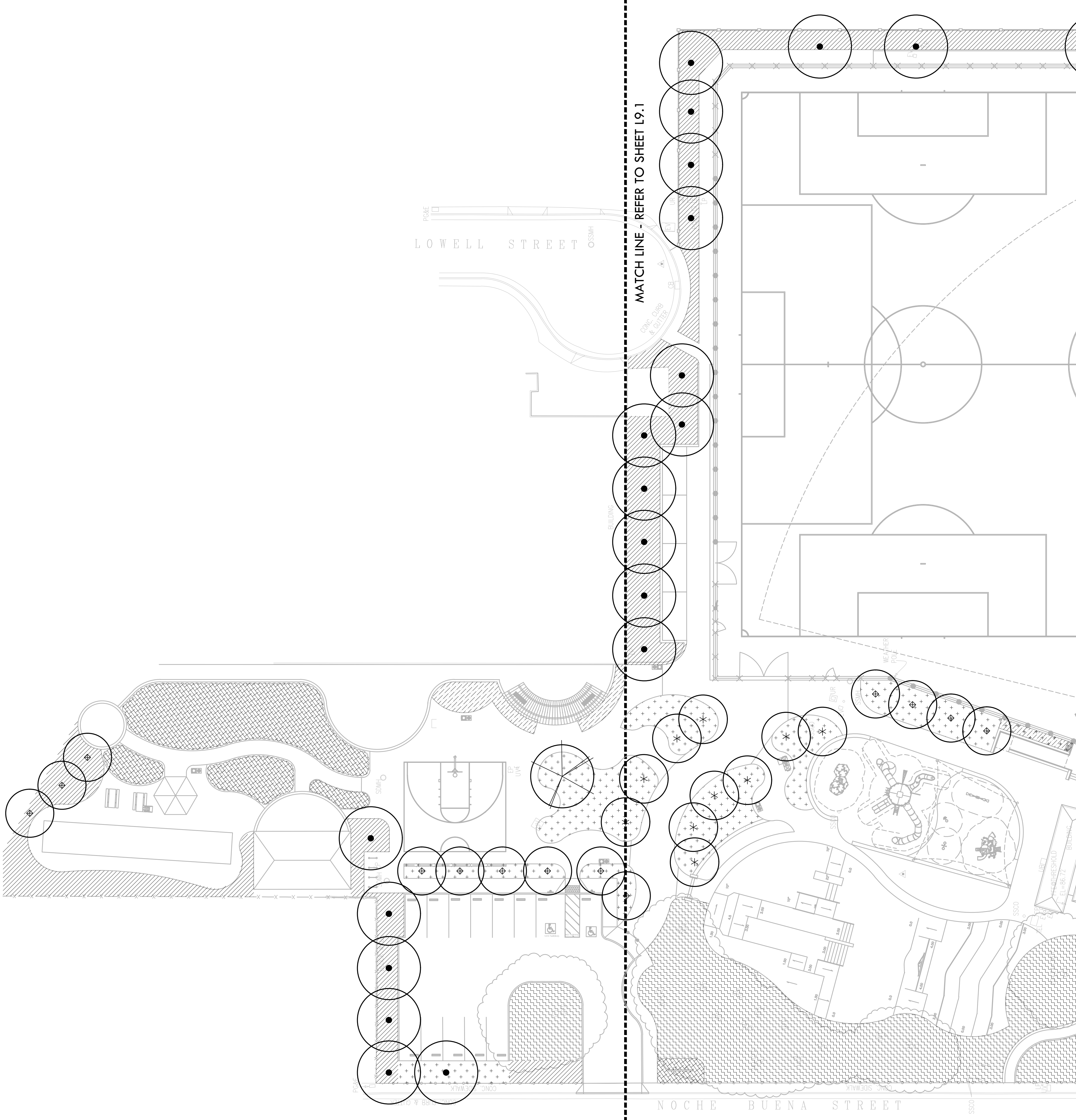
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DATE ISSUED 12-01-17	SCALE
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PLANTING PLAN

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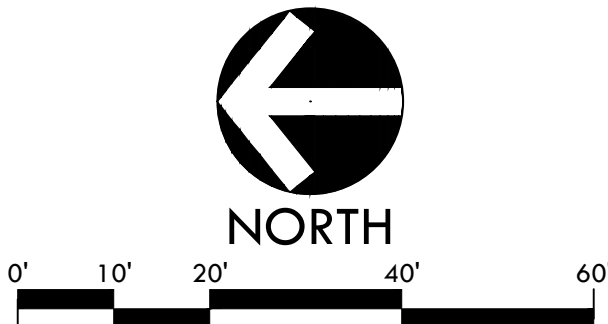


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SUGGESTED PLANT LIST

TREE SYM	BOTANICAL AND COMMON NAMES
	SCREENING TREE: DECIDUOUS • ACER MACROPHYLLUM - BIG LEAF MAPLE EVERGREEN • BRACHYCHTON SPECIES - BOTTLE TREE • LOPHOSTEMON CONFERTUS - BRISBANE BOX • LYONOTHAMNUS FLORIBUNDUS - CATALINA IRONWOOD • MELALUCA SPECIES • MYOPORUM SPECIES
	SPECIMEN TREE AT PLAZA: DECIDUOUS • MAGNOLIA SOULANGEANA - SAUCER MAGNOLIA EVERGREEN • CUPRESSUS MACROCARPA - MONTEREY CYPRESS
	ORNAMENT TREE TYPE 1: DECIDUOUS • CERCIS CANADENSIS - EASTERN REDBUD • LAGERSTROEMIA SPECIES EVERGREEN • ARBUTUS UNEDO 'MARINA' - STRAWBERRY TREE • METROSIDEROS EXCELSA - NEW ZEALAND CHRISTMAS TREE
	ORNAMENT TREE TYPE 2: EVERGREEN • METROSIDEROS EXCELSA - NEW ZEALAND CHRISTMAS TREE • TRISTANIOPSIS LAURINA 'ELEGANT' - WATER GUM
ZONE 1 - SCREENING AND EDGE ZONE	
	GROUND COVER • ARCTOSTAPHYLOS 'UVA-URSI' - BEARBERRY • HIERBA BUENA - YERBA BUENA MINT • COPOSSMA KIRKII 'VARIEGATA' • CEANOTHUS SPECIES
ZONE 2 - ENTRY ZONE	
	GROUND COVER • GAZANIA HYBRID • CEANOTHUS SPECIES SHRUBS • ABELIA GRANDIFLORA 'KALEIDOSCOPE' • ANIGOZANTHOS SPECIES - KANGAROO PAW • CISTUS SPECIES - ROCKROSE • IRIS DOUGLASIANA - DOUGLAS IRIS • KNIPHOFIA SPECIES - RED HOT POKER • PHORMIUM DWARF SPECIES - FLAX • PITTOSPORUM TOBIRA 'WHEELER'S DWARF' • SPIRAEA JAPONICA 'GOLD FLAWSE'
ZONE 3 - PLAZA ZONE	
	GROUND COVER • CAMPANULA PORTENSCHLAGIANA • CEANOTHUS SPECIES SHRUBS • COPOSSMA SPECIES - TEQUILA SUNSET • HEBE SPECIES • KNIPHOFIA SPECIES - RED HOT POKER • LIMONIUM PEREZII - SEA LAVENDER • PHORMIUM DWARK SPECIES - FLAX • PITTOSPORUM T - 'WHEELER'S DWARF' • STRELITZIA REGINAE - BIRD OF PARADISE
ZONE 4 - BIORETENTION ZONE	
	• CHONDROPETALUM ELEPHANTINUM • FESTUCA CALIFORNIA - CALIFORNIA FESCUE • JUNCUS PATENS - CALIFORNIA GRAY FISH • IRIS VARIEGATA • MUEHLENBERGIA RIGENS - DEER GRASS • NEPETA X FAASSENII 'WALKER'S LOW' - CATMINT • SALVIA LEUCOPHYLLA - GRAY SAGE
MULCH ZONE	
	MULCH AREA WITH • CAMARYLLIS BELLADONNA - NAKED LADY LILY • IRIS DOUGLASIANA - DOUGLAS IRIS



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STAMP

CONSULTANT

SHEET TITLE

PLANTING
PLAN

PROJECT NAME

DAVID CUTINO PARK

PROJECT ADDRESS

VERDE DESIGN INC.
2455 THE ALAMEDA
SANTA CLARA, CA 95050

SUBMITTAL	DATE
30% SUBMITTAL	12-01-17

NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		

DRAWN BY LW/RK	CHECKED BY CMES / DM
DATE ISSUED 12-01-17	SCALE
PROJ. NO. 1706000	
SHEET NO. L9.2	OF SHEETS

PLANTING PLAN

ZONE 1 - SCREENING AND EDGE_ZONE_GOUND COVER



• ARCTOSTAPHYLOS 'UVA-URSI' - BEARBERRY



• HIERBA BUENA - YERBA BUENA MINT



• COPROSMA KIRKII 'VARIEGATA'



• CEANOTHUS SPECIES

ZONE 2 - ENTRY_ZONE_GROUND COVER



• GAZANIA HYBRID



• CEANOTHUS SPECIES

ZONE 2 - ENTRY_ZONE_SHRUBS



• ABELIA GRANDIFLORA 'KALEIDOSCOPE'



• ANIGOZANTHOS SPECIES - KANGAROO PAW



• CISTUS SPECIES - ROCKROSE



• IRIS DOUGLASIANA - DOUGLAS IRIS



• KNIPHOFIA SPECIES - RED HOT POKER



• PHORMIUM DWARF SPECIES - FLAX

ZONE 2 - ENTRY_ZONE_SHRUBS



• PITTOSPORUM TOBIRA 'WHEELER'S DWARF'



• SPIRAEA JAPONICA 'GOLD FLAWSE'

ZONE 3 - PLAZA_ZONE_GROUND COVER

ZONE 3 - PLAZA_ZONE_SHRUBS



CAMPANULA PORTENSCHLAGIANA



CEANOTHUS SPECIES



COPROSMA SPECIES - TEQUILA SUNSET



HEBE SPECIES



KNIPHOFIA SPECIES - RED HOT POKER



LIMONIUM PEREZII - SEA LAVENDER

ZONE 3 - PLAZA_ZONE_SHRUBS



PHORMIUM DWARF SPECIES - FLAX



PITTOSPORUM T. - "WHEELER'S DWARF"



STRELITZIA REGINAE - BIRD OF PARADISE

ZONE 4 - BIORETENTION_ZONE



CHONDROPETALUM ELEPHANTINUM - CAPE RUSH



FESTUCA CALIFORNICA - CALIFORNIA FESCUE



JUNCUS PATENS - CALIFORNIA GRAY FISH



IRIS VARIEGATA



MUHLENBERGIA RIGENS - DEER GRASS



NEPETA X FAASSENII "WALKER'S LOW" - CATMINT

ZONE 4 - BIORETENTION_ZONE

MULCH AREA



SALVIA LEUCOPHYLLA - GRAY SAGE



CAMARYLLUS BELLADONNA - NAKED LADY LILY



IRIS DOUGLASIANA - DOUGLAS IRIS



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.D.

TO: City Council

BY: Don Freeman
City Attorney

DATE: December 21, 2017

**SUBJECT: RECOMMENDATION THAT THE CITY OF SEASIDE APPROVE
AMENDED AND RESTATED CITY ATTORNEY EMPLOYMENT
AGREEMENT**

PURPOSE

To review and approve the Amended and Restated City Attorney Employment Agreement.

RECOMMENDATION

It is recommended that the Amended and Restated City Attorney Employment Agreement be approved consistent with direction provided during City Attorney's Closed Session performance evaluation.

BACKGROUND

On July 17, 2008, the City Council entered into an Amended Employment Agreement for Legal Services. The Agreement provided for a monthly retainer in the amount of \$10,500 for ordinary legal services as well as providing a rate of \$200 per hour for extraordinary legal services, and \$250 per hour for extraordinary legal services regarding Planning Department/Consultant project where the City is entitled to reimbursement. In addition, the City was to pay both the employer and employee portion of PERS. In early 2009 the City Attorney volunteered to, and did, reduce his monthly retainer by 10% to assist the City which was concerned about ongoing costs. Since then the City Attorney has not requested that the 10% be reinstated, or for any additional compensation.

The City Council evaluated the City Attorney in November, 2017, and agreed to the following terms:

1. Reinstatement the 10% reduction
2. Increase the monthly retainer amount by \$1,500 per month for ordinary legal services to a

total of \$12,000 per month.

3. Increase the hourly fee for extraordinary legal services to \$350 per hour for non-reimbursable legal services.

4. Increase the hourly fee to \$450 per hour for extraordinary legal services for Planning Department/Consultant fees wherein City receives reimbursement.

FISCAL IMPACT

The additional annual fiscal impact is \$30,600

ATTACHMENTS

- 1.
 1. Draft Resolution
 2. Draft Agreement
-

RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE AMENDED AND RESTATED CITY ATTORNEY EMPLOYMENT AGREEMENT

WHEREAS, in July, 2008, the City Council entered into an Amended Employment Agreement for Legal Services for a monthly retainer in the amount of \$10,500 for ordinary legal services as well as providing the rate of \$200 per hour for non-reimbursable legal services and \$250 per hour for legal services where the City could expect reimbursement, as well as setting forth the terms of PERS contributions;

WHEREAS, in 2009 City Attorney volunteered to take a 10% reduction in his monthly retainer to assist the City, and to date City Attorney has not requested the 10% decrease in retainer be reinstated;

WHEREAS, City Attorney was evaluated in closed session by the City Council in November, 2017, and modifications to the City Attorney=s Employment Agreement were negotiated;

WHEREAS, City Attorney is requesting that the 10% voluntary reduction be reinstated;

WHEREAS, City Attorney is requesting an increase of \$1,500 per month for ordinary legal services; and

WHEREAS, City Attorney is requesting \$350 per hour for non-reimbursable legal services, and \$450 per hour for legal services where the City expects reimbursement.

NOW, THEREFORE, BE IT RESOLVED that the attached Amended and Restated City Attorney Employment Agreement is hereby approved.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the ____ day of December, 2017, by the following vote:

AYES -	COUNCILMEMBERS:
NOES -	COUNCILMEMBERS:
ABSENT -	COUNCILMEMBERS:
ABSTAIN -	COUNCILMEMBERS:

ATTEST:

Ralph Rubio, Mayor

Lesley Milton, City Clerk

AMENDED AND RESTATED CITY ATTORNEY EMPLOYMENT AGREEMENT
CITY OF SEASIDE

This AMENDED AND RESTATED CITY ATTORNEY EMPLOYMENT AGREEMENT (the AAGREEMENT@), effective as of November 1, 2017, is by and between DONALD G. FREEMAN (hereinafter ACITY ATTORNEY@) and the CITY OF SEASIDE, a municipal corporation (hereinafter ACITY@).

City Council hereby retains DONALD G. FREEMAN as the CITY ATTORNEY to render such legal services as are customarily rendered by such official and as further specified herein, including attending regular meetings of the City Council and other boards and bodies of CITY as directed by CITY.

A. SCOPE OF WORK AND DUTIES

1. CITY ATTORNEY shall perform any and all work necessary for the provision of CITY ATTORNEY services to CITY, including, without limitation, the following:

(a) Attend regular City Council meetings unless excused by CITY, and other board, agency and commission meetings at request of CITY;

(b) Provide legal advice, written legal opinions, and consultation on all matters relating to the normal day-to-day business of CITY, to the City Council, City Manager, agencies, boards, commissions, committees and officers of CITY and as requested by the City Council or the City Manager.

(c) Be available for telephone consultation with CITY staff and members of the City Council;

(d) Prepare or review normal legal documents such as ordinances, resolutions, and ordinary contracts and agreements;

(e) Advise CITY on pending and potential litigation as comes to his attention or as requested by CITY.

(f) Monitor pending and current legislation and case law as appropriate and inform the CITY of any items of interest; and

(g) CITY ATTORNEY will keep CITY informed as to the progress and status of all pending matters. CITY ATTORNEY is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special legal counsel is retained such special legal counsel shall be supervised by CITY ATTORNEY.

(h) CITY and CITY ATTORNEY recognize that from time to time it may become necessary to associate with special legal counsel for matters involving litigation, labor negotiations, worker=s compensation personnel or bond issue proceedings, and other matters where either the City Council or CITY ATTORNEY feel effective representation requires special legal counsel. CITY ATTORNEY has the authorization to select, engage and monitor special legal counsel.

B. COMPENSATION

CITY ATTORNEY will provide ordinary legal services to CITY for a retainer of \$12,000.00 per month. Extraordinary legal services as set forth in paragraph 2. below shall be charged at the rate of \$350.00 per hour.

CITY shall allow CITY ATTORNEY to be an active member of PERS and shall pay the entire contribution (employer and employee allocations) on behalf of CITY ATTORNEY. The 7% employer-paid member contribution shall be reported to PERS as additional compensation in accordance with Government Code Section 2063(c) and California Code of Regulations Section 571(a)(1) which enables CITY to report the value of Employer Paid Member Contributions (EPMC) as additional compensation.

CITY ATTORNEY is authorized to bill for legal services at CITY ATTORNEY=S standard rate of \$450.00 per hour in connection with any and all of CITY=S planning, development and/or consultant projects where CITY is entitled to reimbursement.

1. Ordinary Legal Services. Ordinary legal services shall include normal day-to-day legal advice and legal opinions to the City Council, City Manager, the Successor Agency to the Seaside Redevelopment Agency, and departments in the regular course of CITY business concerning all such matters as administrative procedures, Council and Commission actions, ordinance and resolution interpretations; and shall include attendance at all regular City Council and Successor Agency to the Seaside Redevelopment Agency meetings. Ordinary legal services shall include preparing or reviewing ordinances, resolutions, ordinary contracts and agreements; and engaging in normal legal research, study and review necessary to properly advise and protect the interests of CITY.

2. Extraordinary Legal Services. Extraordinary legal services shall include the preparation of complex legal documents, legal opinions, legal research, review and/or preparation of CITY policies, representing CITY in any court litigation or in proceedings before any other public or administrative body, court appearances, prosecution of CITY ordinances or state laws. Legal services provided to any independent or separate agency or entity shall also be considered as extraordinary legal services. Attendance at Special City Council meetings, study sessions, Planning Commission meetings, other commission meetings, or committee meetings as requested by the City Council, shall be considered extraordinary legal services. CITY ATTORNEY shall notify, and seek prior approval of, the City Council prior to rendering

extraordinary legal services, if time permits. Public Record Act (PRA) requests requiring more than one (1) hour of time shall be deemed extraordinary legal services.

C. COSTS AND OTHER CHARGES

CITY ATTORNEY shall be reimbursed for all out-of-pocket expenses and costs advanced or paid on behalf of CITY, including court reporter fees and charges, court costs, costs of outside investigators or experts pertaining to CITY litigation.

Travel expenses, including transportation, meals, and lodging, when incurred outside of the County of Monterey on behalf of the CITY shall be reimbursed by CITY as requested by CITY ATTORNEY and approved by the City Council.

D. STATEMENTS

For extraordinary legal services, CITY ATTORNEY shall render to CITY a statement for fees, costs, and expenses incurred. Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Reimbursable costs shall be separately itemized.

Payments shall be made by CITY within thirty (30) days of receipt of the statement.

E. INDEPENDENT CONTRACTOR

CITY ATTORNEY shall perform all legal services required under this AGREEMENT as an independent contractor of CITY.

F. NOTICES

Notices required pursuant to this AGREEMENT shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Services, or its lawful successor; postage prepaid and addressed as follows:

CITY:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attn: City Manager

ATTORNEY:

Donald G. Freeman
Law Offices of Perry & Freeman
P.O. Box 805
Carmel, CA 93921

Services of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service

shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

G. TERM AND TERMINATION

This AGREEMENT shall commence on November 1, 2017, and shall remain in full force and effect until terminated by either party. Either party to this AGREEMENT may terminate this AGREEMENT, with or without cause, upon thirty (30) calendar days written notice.

H. CONFLICTS

CITY ATTORNEY maintains a private law practice with offices in Carmel, California, is general legal counsel for the Association of Monterey Bay Area Governments (AMBAG), and is general legal counsel for the Monterey Peninsula Regional Water Authority (MPRWA). Should conflict of interest arise for CITY ATTORNEY between the CITY, AMBAG and/or MPRWA each of those entities shall retain outside legal counsel to represent each entity's interest, and the expense of such legal counsel shall be borne by each entity respectively. CITY also recognizes CITY ATTORNEY may be requested from time to time to assist other outside agencies.

I. INDEMNIFICATION AND PROTECTION

CITY agrees to extend the indemnification and protections of California Government Code Section 825 to CITY ATTORNEY, including associates, employees, or appointees of CITY ATTORNEY provided by CITY ATTORNEY to CITY, and shall defend and hold harmless CITY ATTORNEY, and other associates, employees or appointees of CITY ATTORNEY, including other attorneys working behalf of CITY ATTORNEY in carrying out the terms and conditions of this AGREEMENT, from any action resulting from providing legal services pursuant to this AGREEMENT.

J. FILES

CITY ATTORNEY agrees that all legal files maintained by the CITY ATTORNEY pertaining to the services provided to CITY pursuant to this AGREEMENT are and will remain CITY'S property. However, CITY ATTORNEY will have the right to retain copies of such files upon completion of the services provided for by this AGREEMENT, or upon the earlier termination such services in the manner hereinafter provided in this AGREEMENT. For purposes of this AGREEMENT the term Afiles@ will include electronic files and data, as well as paper files that are maintained by CITY ATTORNEY in the performance of the services required by this AGREEMENT.

K. INTERPRETATION OF AGREEMENT AND FORUM

This AGREEMENT shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Monterey County.

L. CORPORATE AUTHORITY

The persons executing this AGREEMENT on behalf of the parties hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said parties and that in so executing this AGREEMENT the parties hereto are formally bound to the provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date of execution by the CITY.

DATED: _____, 2017

CITY OF SEASIDE

CITY ATTORNEY

Ralph Rubio, Mayor

Donald G. Freeman

ATTEST:

APPROVED AS TO FORM:

Lesley Milton, City Clerk

James G. Heisinger
Attorney at Law