

**CITY OF MURRIETA
Council Chambers
1 Town Square
Murrieta, CA 92562**



**Tuesday, October 7, 2025
5:00 PM CLOSED SESSION
5:30 PM RECESS
6:00 PM REGULAR MEETING**

The City of Murrieta intends to comply with the Americans with Disabilities Act (ADA). Persons with special needs should call the City Clerk Department at (951) 461-6031 or email at CityClerk@murrietaca.gov at least 72 hours in advance. Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at City Hall located at 1 Town Square, Murrieta, CA during normal business hours.

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**Cindy Warren
Mayor**

**Jon Levell
Mayor Pro Tem**

**Lisa DeForest
Council Member**

**Lori Stone
Council Member**

**Ron Holliday
Council Member**

**Justin Clifton, City Manager
Tiffany Israel, City Attorney
Cristal McDonald, City Clerk**

**MURRIETA CITY COUNCIL (CC)
MURRIETA COMMUNITY SERVICES DISTRICT (CSD)
MURRIETA FIRE DISTRICT (FD)
MURRIETA LIBRARY BOARD (LB)
MURRIETA REDEVELOPMENT SUCCESSOR AGENCY (RSA)
MURRIETA HOUSING AUTHORITY (HA)
MURRIETA FINANCING AUTHORITY (FA)**

**YOU MAY VIEW THE MEETING LIVESTREAMED VIA THE CITY'S WEBSITE AT
<https://murrieta.legistar.com/Calendar.aspx>**

5:00 PM CLOSED SESSION**CALL TO ORDER****ROLL CALL****PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY****ANNOUNCEMENT OF CLOSED SESSION ITEMS****CLOSED SESSION****CS1. Conference with Legal Counsel - Anticipated Litigation**

The City Council will conduct a closed session, pursuant to Government Code Section 54956.9(d)(2), because there is significant exposure to litigation for two cases.

RECESS TO CLOSED SESSION**5:30 PM RECESS**

The City Council will take a brief recess to join as guests in a community vigil event at the flagpole located between City Hall and the Police Station.

6:00 PM REGULAR MEETING**CALL TO ORDER****ANNOUNCEMENT OF CLOSED SESSION ACTION****ROLL CALL****PLEDGE OF ALLEGIANCE****INVOCATION****PRESENTATIONS**

Public comments relating to the Presentation will be taken during the respective item.

Proclamation: SAFE Family Justice Center - Domestic Violence Awareness Month

Proclamation: Breast Cancer Awareness Month

Presentation: Champion for Murrieta

APPROVAL OF AGENDA

CITY MANAGER - ADMINISTRATIVE UPDATE**GOVERNING BODY COMMISSION/COMMITTEE/BOARD (CCB)
REPORTS/ANNOUNCEMENTS**

Governing Body CCB Reports is the opportunity for the City Council to provide a brief report on conferences, seminars, and Commission, Committees, and/or Boards meeting attendance. Reports shall not exceed three minutes. The City Clerk will use the computerized timer.

PUBLIC COMMENTS (NON-AGENDA)

At this time any person may address the governing bodies on any subject pertaining to City business, which does not relate to any item listed on the printed agenda. Normally no action may be considered or taken by the governing bodies on any matter not listed on the agenda. Each speaker will be limited to three minutes.

CONSENT CALENDAR - APPROVAL OF ITEMS 1 – 8

All matters listed on the Consent Calendar are to be considered routine by the governing bodies, and will be enacted by one motion in the form listed. There will be no discussion of these items unless, before the governing body votes on the motion to adopt, specific items are removed from the Consent Calendar for separate motions.

1. Waive Reading of All Ordinance Adoptions on the Agenda and Read by Title Only**Recommended Action:**

Waive reading, by title only, of all Ordinances and Resolutions. Said Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.

2. Minutes**Recommended Action:**

Approve the September 16, 2025 Regular meeting minutes.

3. Murrieta Supervisors' Association Successor Memorandum of Understanding for the Period July 1, 2024, through June 30, 2027**Recommended Action:**

Adopt Resolution No. 25-4889 entitled: *A Resolution of the City Council of the City of Murrieta, California, Approving, Adopting and Implementing a Successor Memorandum of Understanding between the City of Murrieta and the Murrieta Supervisors' Association for the Period July 1, 2024, through June 30, 2027.*

4. Updated Murrieta Management, Professional, and Confidential Employees' Compensation Plan**Recommended Action:**

Adopt Resolution No. 25-4890 entitled: *A Resolution of the City Council of the City of Murrieta, California, Approving an Updated Murrieta Management, Professional, and Confidential Employees' Compensation Plan.*

5. License Agreement with Murrieta Valley Unified School District for Sidewalk at Vintage Reserve Park

Recommended Action:

Approve a License Agreement with Murrieta Valley Unified School District for the construction and maintenance of a gate access and sidewalk from Buchanan Elementary School to Vintage Reserve Park; and

Authorize the City Manager to execute the Agreement.

6. Notice of Completion - Glen Arbor Dog Park Project

Recommended Action:

Accept the public improvements for the Glen Arbor Dog Park Project, Capital Improvement Project No. 8273; and

Authorize the City Clerk to record a Notice of Completion and release bonds in accordance with State law and City ordinances.

7. Purchase Radios from Motorola for Police Vehicles

Recommended Action:

Approve the purchase of ten police radios from Motorola Solutions, Inc. for a total of \$108,074.34.

8. Subdivision Improvement Agreement for Tentative Parcel Map 2022-2549 and Development Plan 2022-2551, Gierson Ranch

Recommended Action:

Approve the Subdivision Improvement Agreement for Tentative Parcel Map 2022-2549 and Development Plan 2022-2551; and

Authorize and direct the City Engineer to execute the Subdivision Improvement Agreement.

PULLED CONSENT CALENDAR ITEMS

DISCUSSION

9. Finding that Emergency Conditions Persist in Connection with the Hayes Avenue Bridge at Miller Canyon Creek

Recommended Action:

Adopt Resolution 25-4891 entitled: *A Resolution of the City Council of the City of Murrieta, California, Declaring that Emergency Conditions Persist in Connection with the Hayes Avenue Bridge at Miller Canyon Creek.*

- 10.** Third Amendment to Agreement with Flock Group, Inc. to Add the “Drone as First Responder” Program

Recommended Action:

Amend the Fiscal Year 2025/26 Operating Budget to establish an appropriation of \$150,000 using Measure T Unassigned Fund Balance;

Authorize the exemption from bidding requirements;

Approve the third amendment to the Agreement with Flock Group, Inc. to add the “Drone as First Responder” Program in the total amount of \$750,000 for a three year agreement; and

Authorize the City Manager to execute the third amendment to the agreement and amend the agreement with a contingency amount not to exceed \$75,000.

NOTIFICATIONS

RECONSIDERATION

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

ADJOURNMENT



CITY OF MURRIETA

City Council Meeting Agenda

Report

10/7/2025
Agenda Item No. CS1.

Subject:

Conference with Legal Counsel - Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code Section 54956.9(d)(2), because there is significant exposure to litigation for two cases.

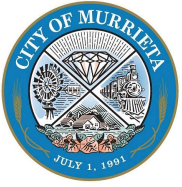


CITY OF MURRIETA

City Council Meeting Agenda

Report

10/7/2025
Agenda Item No.

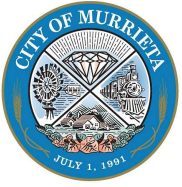


CITY OF MURRIETA

City Council Meeting Agenda

Report

10/7/2025
Agenda Item No.



CITY OF MURRIETA

City Council Meeting Agenda

Report

10/7/2025
Agenda Item No.



CITY OF MURRIETA

City Council Meeting Agenda Report

9/2/2025
Agenda Item No. 1.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Kimberly Ramirez, Deputy City Clerk

SUBJECT: Waive Reading of All Ordinance Adoptions on the Agenda and Read by Title
Only

RECOMMENDATION

Waive reading, by title only, of all Ordinances and Resolutions. Said Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.



CITY OF MURRIETA

City Council Meeting Agenda

Report

10/7/2025
Agenda Item No. 2.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Cristal McDonald, City Clerk

SUBJECT: Minutes

RECOMMENDATION

Approve the September 16, 2025 Regular meeting minutes.

ATTACHMENTS

1. September 16, 2025 Minutes

**CITY OF MURRIETA
Council Chambers
1 Town Square
Murrieta, CA 92562**



**Tuesday, September 16, 2025
4:15 PM CLOSED SESSION
6:00 PM REGULAR MEETING**

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**Cindy Warren
Mayor**

**Jon Levell
Mayor Pro Tem**

**Lisa DeForest
Council Member**

**Lori Stone
Council Member**

**Ron Holliday
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4:15 PM CLOSED SESSION

CALL TO ORDER 4:17 p.m.

ROLL CALL

Present: Council Member Ron Holliday
Council Member Lori Stone
Mayor Pro Tem Jon Levell
Mayor Cindy Warren

Absent: Council Member Lisa DeForest (*present during all of Closed Session*)

PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY None

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Clerk Cristal McDonald announced the following Closed Session items:

CLOSED SESSION**CS1. Conference with Legal Counsel**

The City Council will conduct a closed session with the City Manager, Assistant City Manager, Administrative Services Director and City Attorney pursuant to Government Code section 54956.95(b), to consider the following worker's compensation claim(s): Gomez (Claim Nos. 17-0000001, 16-0500138, and 17-132774).

CS2. Conference with Legal Counsel - Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code Section 54956.9(d)(2), because there is significant exposure to litigation for two cases.

CS3. Conference with Real Property Negotiators

The City Council will conduct a closed session, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding certain real property located at APN 906 670 004 with David Gonzales and Jensen Kierulff. The City's real property negotiators, the City Manager, Economic Development Director, and City Attorney, will seek direction from the City Council regarding the price and terms for this property.

CS4. Conference with Legal Counsel - Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to initiate litigation in one case.

CS5. Threat to Public Services or Facilities

The City Council will conduct a closed session, pursuant to Government Code section 54957(a) to consult with the Chief of Police and City Attorney on matters posing a threat to the City.

RECESS TO CLOSED SESSION 4:18 p.m.

6:00 PM REGULAR MEETING

CALL TO ORDER 6:00 p.m.

ANNOUNCEMENT OF CLOSED SESSION ACTION

City Attorney Tiffany Israel reported the following Closed Session Action:

CS1. No reportable action.

CS2. No reportable action.

Meeting Minutes

City Council

September 16, 2025

CS3.

Council Member Stone recused herself *due to owning property within 1,000 feet of the property.**

CS4.

No reportable action.

Mayor Pro Tem Levell was absent.

CS5.

No reportable action.

Mayor Pro Tem Levell was absent.

No reportable action.

ROLL CALL

Present: Council Member Ron Holliday
Council Member Lori Stone
Council Member Lisa DeForest
Mayor Pro Tem Jon Levell
Mayor Cindy Warren

PLEDGE OF ALLEGIANCE City Attorney Tiffany Israel

INVOCATION Shane Academia, 678 Middle School Director, Calvary Murrieta Church

PRESENTATIONS

Proclamation: Constitution Week

Certificate of Recognition: Elite Water Polo Club - National Accomplishment

APPROVAL OF AGENDA

Action: It was moved by Mayor Pro Tem Levell, seconded by Council Member DeForest, to approve the Agenda for September 16, 2025.

The motion carried by the following vote:

Ayes: DeForest, Stone, Holliday, Levell, Warren

Noes: None

Absent: None

CITY MANAGER - ADMINISTRATIVE UPDATE

Community Update: Public Information Officer Cristina Davies

**Added after the meeting as part of the minutes by the City Clerk.*

GOVERNING BODY COMMISSION/COMMITTEE/BOARD REPORTS/ANNOUNCEMENTS

- Council Member DeForest: Provided attendance/reported the following:
- Riverside County Habitat Conservation Agency (RCHCA)
- Council Member Stone: Provided Announcements to be made part of the City's record.
Provided attendance/reported the following:
- Cal Cities Riverside County Division Meeting
- Provided Announcements to be made part of the City's record.
- Council Member Holliday: Provided attendance/reported the following:
- Riverside Transit Agency (RTA)
 - Western Regional Council of Governments (WRCOG)
 - Town Square Park & Amphitheater Ad-Hoc Subcommittee
- Provided Announcements to be made part of the City's record.
- Mayor Pro Tem Levell: Provided verbal Announcements.
- Mayor Warren: Provided attendance/reported the following:
- Town Square Park & Amphitheater Ad-Hoc Subcommittee
 - Cal Cities Riverside County Division Meeting
 - Riverside County Transportation Commission (RCTC)
- Provided Announcements to be made part of the City's record.

PUBLIC COMMENTS (NON-AGENDA)

- Craig Harlan: Spoke on safety risks regarding speeding traffic and blind spots in the Meadowlark residential community.
- Connie McConnell: Spoke on the Historical Society Museum's events, Market Nights, and concerns regarding e-bikes.
- Rosie Brady: President of the local branch of the NAACP, spoke on their mission and recently hosted events.

CONSENT CALENDAR - APPROVAL OF ITEMS 1 – 11

Action: It was moved by Council Member Holliday, seconded by Council Member DeForest to approve Consent Calendar Item Nos. 1-11.

The motion carried by the following vote:

Ayes: DeForest, Stone, Holliday, Levell, Warren
Noes: None
Absent: None

Meeting Minutes

City Council

September 16, 2025

1. Waive Reading of All Ordinance Adoptions on the Agenda and Read by Title Only
2. Minutes
Recommended Action:
Approve the minutes of the September 2, 2025, Regular City Council Meeting.
3. Check Register July 2025
Recommended Action:
Adopt Resolution 25-4885 entitled: *A Resolution of the City Council of the City of Murrieta, California, Ratifying the Consolidated Check Register for the month of July 2025.*
4. Monthly Investment Transaction Report for July 2025
Recommended Action:
Receive and file the Monthly Investment Transaction Report for July 2025.
5. Murrieta General Employees' Association Successor Memorandum of Understanding for the Period July 1, 2024, through June 30, 2027
Recommended Action:
Adopt Resolution No. 25-4867, entitled: *A Resolution of the City Council of the City of Murrieta, California, Approving, Adopting and Implementing a Successor Memorandum of Understanding between the City of Murrieta and the Murrieta General Employees' Association for the Period July 1, 2024, through June 30, 2027.*
6. Flock Camera Purchase – California Oaks Sports Park and Torrey Pines Park
Recommended Action:
Approve the purchase of new Flock Cameras from Flock Group, Inc., for California Oaks Sports Park and Torrey Pines Park;

Amend the Fiscal Year 2025/26 and 2026/27 Operating Budget as described in the Fiscal Impact section of this report;

Authorize the City Manager to execute all related documents and request orders; and

Authorize the City Manager, or his designee, to make minor, non-substantive modifications to the deployment plan as needed to address site specific installation conditions, provided such changes do not materially alter project scope or cost.
7. Authorization to Participate in National Opioid Litigation Settlements
Recommended Action:
Adopt Resolution No. 25-4886 entitled: *A Resolution of the City Council of the City of Murrieta, California, Authorizing the City's Participation in the National Opioid Litigation Settlement Agreements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus;*

Adopt Resolution No. 25-4887 entitled: *A Resolution of the City Council of the City of Murrieta, California, Authorizing the City's Participation in the National Opioid Litigation Settlement Agreements with Purdue Pharma L.P. and Sackler Family; and*

Authorize the City Manager to take all actions necessary to implement the settlement agreements.

8. Addition of Roth Deferrals within the City's 457(b) Record-Keeping Platform and Adoption of SECURE Act 2.0 Amendments

Recommended Action:

Adopt Resolution 25-4888 entitled: *A Resolution of the City Council of the City of Murrieta, to Adopt and Implement the Roth Deferrals within the Current 457(b) Plan and other SECURE Act 2.0 Amendments*; and

Authorize the City Manager to execute all related documents.

9. Second Reading and Adoption of Ordinance No. 623-25, Authorizing a Development Agreement between the City of Murrieta and Domenigoni Barton Properties, LLC., and Tres Estrellas, LLC. Related to the Development of the Triangle

Recommended Action:

Conduct the second reading and adopt Ordinance No. 623-25 entitled: *An Ordinance of the City Council of the City of Murrieta Approving Development Agreement 2024-00004 with Tres Estrellas, LLC and Domenigoni Barton Properties, LLC for the Shops at the Triangle Project Located on Approximately 64.3 Acres Located on the South Side of Murrieta Hot Springs Road between Interstate 15 and Interstate 215 (Development Agreement)*.

10. Second Reading and Adoption of Ordinance No. 624-25 Concerning Group Homes, Sober Living Homes, and Residential Care Facilities.

Recommended Action:

Conduct the second reading and adopt Ordinance No. 624-25, entitled: *An Ordinance of the City Council of the City of Murrieta, California, to Revise Title 16 of the Murrieta Municipal Code by Adding Section 16.44.045 and Amending Sections 16.08.010, 16.44.150, and 16.110.020 Related to Group Homes, Sober Living Homes, and Residential Care Facilities*.

11. Notice of Completion – City Hall Roof Replacement Project

Recommended Action:

Accept the public improvements for the City Hall Roof Repair Project, Capital Improvement Project No. 10027; and

Authorize the City Clerk to record a Notice of Completion and release bonds in accordance with State law and City ordinances.

PULLED CONSENT CALENDAR ITEMS None

12. Budget Adjustment Request to Increase Homeless Services Budget for Contract Services

Staff report and PowerPoint presentation provided by Community Services Director Brian Ambrose.

Action: After discussion, it was moved by Council Member Stone, seconded by Council Member Holliday to Amend the Fiscal Year 2025/26 Operating Budget to establish an appropriation of \$562,873.92 using General Fund Unassigned Fund Balance for the Homeless Services contracts.

The motion carried by the following vote:

Ayes: DeForest, Stone, Holliday, Levell, Warren
Noes: None
Absent: None

13. City Council Meeting Schedules

Staff report and PowerPoint presentation provided by Deputy City Clerks Kimberly Ramirez and Hector Gomez.

Action: After discussion, it was moved by Council Member Holliday, seconded by Council Member DeForest to review and adopt the proposed 2026 City Council meeting schedule; and

Direct the City Clerk to bring back an agenda item for further discussion on the City Council meeting start times.

The motion carried by the following vote:

Ayes: DeForest, Stone, Holliday, Levell, Warren
Noes: None
Absent: None

NOTIFICATIONS

The following notification was continued and will be placed on a future agenda:

Notice of Pending Approval of Final Parcel Map – PM 38568

RECONSIDERATION None

COUNCIL MEMBER REQUESTS TO ADD OR WITHDRAW ITEMS TO FUTURE AGENDAS

Council Member DeForest: None.

Council Member Stone: Council Member Stone requested to bring forth a discussion on Proposition 50 – Statewide Redistricting.

Consensus was received.

Council Member Holliday: None.

Mayor Pro Tem Levell: None.

Mayor Warren: None.

ADJOURNMENT 7:47 p.m.

Cristal McDonald, City Clerk



CITY OF MURRIETA

City Council Meeting Agenda

Report

10/7/2025
Agenda Item No. 3.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Justin Clifton, City Manager

PREPARED BY: Diego Chavez, Administrative Services Director

SUBJECT: Murrieta Supervisors' Association Successor Memorandum of Understanding for the Period July 1, 2024, through June 30, 2027

RECOMMENDATION

Adopt Resolution No. 25-4889 entitled: *A Resolution of the City Council of the City of Murrieta, California, Approving, Adopting and Implementing a Successor Memorandum of Understanding between the City of Murrieta and the Murrieta Supervisors' Association for the Period July 1, 2024, through June 30, 2027.*

PRIOR ACTION/VOTE

On September 3, 2024, the City Council adopted Resolution No. 24-4784, approving a Tentative Agreement for a Successor Memorandum of Understanding between the City of Murrieta and the Murrieta Supervisors' Association for the period July 1, 2024, through June 30, 2027 (Vote: 5-0).

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

DISCUSSION

Most employees of the City of Murrieta (City) are represented by employee organizations and governed by a Memorandum of Understanding (MOU) between the City and their representative employee organization. The MOUs set forth compensation rates, benefits, and other terms and conditions of employment for those represented employees. Through collective bargaining, the City regularly and routinely negotiates with the respective employee organizations to update those terms and conditions. All such items must be voted on and passed by a majority of the membership of each affected employee organization, known as ratification, and subsequently approved by the City Council before becoming effective. Once approved by the City Council, the terms of tentative agreements for successor MOUs are required to be memorialized in the successor MOU and brought back to the City Council for final approval per Section 3505.1 of the Meyers-Milias-Brown Act (MMBA). The previous MOU between the City and the Murrieta Supervisors' Association (MSA), adopted by City Council Resolution No. 23-4706, covered the period July 1, 2022, through June 30, 2024. MSA currently

represents 33 non-sworn City employees, including 26 different classifications across the organization.

The City and MSA representatives met and conferred in good faith in 2024 and came to a Tentative Agreement on a fair and equitable package of total compensation for a successor MSA MOU for the period July 1, 2024, through June 30, 2027. The members of the MSA voted to ratify the Tentative Agreement, and the City Council approved the Tentative Agreement on September 3, 2024, per Resolution No. 24-4784.

Pursuant to MMBA Section 3505.1, the labor representatives of the City and MSA subsequently met, conferred, and mutually prepared a written successor MSA MOU 2024-27 in accordance with the Tentative Agreement deal points approved by the City Council on September 3, 2024. Staff has prepared Resolution No. 25-4889 (Attachment No. 1), which includes a fully executed copy of the successor MSA MOU for the period July 1, 2024, through June 30, 2027, which remains subject to final City Council approval, adoption, and implementation.

FISCAL IMPACT

The projected fiscal impact of the MSA MOU 2024-27 three-year (3) term, which includes Fiscal Years (FY) 2024/25, 2025/26, and 2026/27 is \$1,833,184. A budget adjustment for FY 2024/25 was included in the FY 2024/25 Budget Update approved by the City Council on August 20, 2024. The fiscal impact for FY 2025/26 and 2026/27 was included in the biennial Operating Budget and is estimated to be \$1,535,429.

FY 2024/25	\$297,755
FY 2025/26	\$636,992
FY 2026/27	\$898,437
Total	\$1,833,184

ATTACHMENTS

1. Resolution No. 25-4889

RESOLUTION NO. 25-4889

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, APPROVING, ADOPTING AND IMPLEMENTING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MURRIETA AND THE MURRIETA SUPERVISORS' ASSOCIATION FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2027

WHEREAS, the City of Murrieta ("City") endeavors to recruit and retain the most qualified and talented employees to serve its citizens; and

WHEREAS, the compensation and benefits offered by the City to its employees are designed to aid in the City's employee recruitment and retention efforts; and

WHEREAS, Section 36506 of the California Government Code requires that the City Council of the City fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, the most recent Memorandum of Understanding ("MOU") between the City and the Murrieta Supervisors' Association ("MSA"), adopted by City Council Resolution No. 23-4706 covering the period July 1, 2022 through June 30, 2024 ("MSA MOU 2022-24") expired June 30, 2024; and

WHEREAS, the City and MSA met and conferred in good faith and reached a Tentative Agreement on a fair and equitable package of total compensation for a successor MSA MOU for the period July 1, 2024 through June 30, 2027 ("Tentative Agreement"), pursuant to the Meyers-Milius-Brown Act ("MMBA") (Government Code sections 3500-3511) and the City's Employer-Employee Relations Resolution No. 93-214; and

WHEREAS, the members of the MSA voted to ratify the Tentative Agreement, and the labor representatives of the City and the MSA executed the Tentative Agreement which Tentative Agreement was then approved by the City Council on September 3, 2024, with the adoption of Resolution No. 24-4784, to provide for changes to employee compensation and benefits pending drafting, approval, and adoption of a successor MSA MOU; and

WHEREAS, the City and MSA met and conferred in good faith pursuant to the terms of the Tentative Agreement and Resolution No. 24-4784 on the draft successor MSA MOU for the period July 1, 2024, through June 30, 2027, pursuant to MMBA Section 3505.1 and the City's Employer-Employee Relations Resolution No. 93-214; and

WHEREAS, the City and MSA have prepared and MSA has executed the successor MSA MOU for the period July 1, 2024, through June 30, 2027, subject to City Council approval, adoption, and implementation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. The successor MSA MOU for the period July 1, 2024, through June 30, 2027, a fully executed copy of which is attached hereto as Exhibit A, is approved, adopted, and implemented effective October 7, 2025.

Section 3. The City Manager is hereby authorized and directed to implement the provisions of the MSA MOU for the period July 1, 2024, through June 30, 2027, including the resulting changes to employee compensation and benefits not previously implemented by the Tentative Agreement.

Section 4. The City Clerk shall certify the adoption of this resolution effective October 7, 2025.

PASSED, APPROVED, AND ADOPTED this 7th day of October 2025 by the City Council of the City of Murrieta, State of California.

Cindy Warren, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4889 was duly adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 7th day of October 2025, and was signed by the Mayor of said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

RECUSAL:

Cristal McDonald, City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF MURRIETA AND MURRIETA SUPERVISORS' ASSOCIATION



JULY 1, 2024, TO JUNE 30, 2027

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MURRIETA AND
THE MURRIETA SUPERVISORS’ ASSOCIATION
FOR THE PERIOD JULY 1, 2024, TO JUNE 30, 2027

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MURRIETA AND
THE MURRIETA SUPERVISORS' ASSOCIATION
FOR THE PERIOD JULY 1, 2024, TO JUNE 30, 2027**

SECTION 1 - ADMINISTRATION

ARTICLE 1.01 INTENT AND PURPOSE

It is the intent and purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding but not limited to matters relating to wages, hours, and terms and conditions of employment between employees represented by the MURRIETA SUPERVISORS' ASSOCIATION (hereinafter referred to as the "ASSOCIATION") represented by the negotiations team and the CITY OF MURRIETA (hereinafter referred to as the "CITY") represented by management and the Murrieta City Council members.

ARTICLE 1.02 RECOGNITION

The CITY has recognized the ASSOCIATION as the exclusive representative bargaining agent for employees assigned to the positions recognized in Exhibit A.

ARTICLE 1.03 IMPLEMENTATION

This MOU constitutes a mutual recommendation to be jointly submitted to the City Council of the City of Murrieta following the ratification of the MOU by the members of the ASSOCIATION. However, this MOU is of no force or effect unless or until adopted by resolution of the City Council.

ARTICLE 1.04 MANAGEMENT RIGHTS

The ASSOCIATION recognizes the prerogative of the CITY and the City Manager to operate and manage its affairs in all respects in accordance with its responsibilities and powers or authority, which the CITY has not officially abridged, delegated, or modified by this MOU, and such powers or authority are retained by the CITY. These management rights include, but are not limited to the following:

- A. To utilize personnel, set hours of work and work schedules, methods, procedures, and means in the most appropriate and efficient manner possible.
- B. To manage and direct the employees of the CITY.
- C. To maintain the efficiency of governmental operations.

- D. To hire, schedule, promote, transfer, assign, train, or retrain employees in positions within the CITY including determining the procedures and standards of selection for employment and promotions.
- E. To suspend, demote, discharge, or take other appropriate disciplinary action against the employee for just cause.
- F. To determine the size and composition of the workforce and to lay off employees. Lay-off actions shall be implemented based upon the recognized lay-off procedure.
- G. Determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the workforce and allocate and assign work by which the CITY operations are to be conducted.
- H. To establish and enforce dress and grooming standards.
- I. To determine the content of job classifications.
- J. To establish and modify productivity and performance programs and standards, including, but not limited to, quality and quantity standards, and to require compliance therewith.
- K. To determine methods of financing.
- L. To exercise complete control and discretion over its organization and the technology of performing its work.
- M. To determine the mission of the CITY and the methods and means necessary to efficiently fulfill the mission, including the transfer, alteration, curtailment, or discontinuance of any goods or services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the production of goods or the performance of services; and the utilization of students, part-time employees, and/or contractors.
- N. It is understood by the parties that every incidental duty is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.
- O. The ASSOCIATION recognizes that the CITY has statutory rights and obligations in contracting for matters relating to CITY operations. The right of contracting or subcontracting is vested in the CITY including, but not limited to, the exercise of said contracting and subcontracting rights in the event of an emergency or essential public need or where it is not economical for CITY employees to perform said work.
- P. The CITY retains the right to establish reasonable work rules of conduct. Any dispute with respect to these work rules shall not be subject to arbitration of any kind, but any dispute with respect to the reasonableness of the application of said rules may be subject to the grievance and arbitration procedures as set forth in this MOU.

- Q. Any dispute with respect to MANAGEMENT RIGHTS shall not in any way be subject to arbitration.

ARTICLE 1.05 EMPLOYEE RIGHTS

It is agreed that each individual employee shall have the following rights, which they may exercise in accordance with applicable laws, ordinances, rules, and regulations:

- A. The right to form, join, and participate in activities of the ASSOCIATION for the purpose of representation on matters of their employee relations with the CITY, or not to join or participate in the activities of any organization or association.
- B. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisors, other employees, or employee organizations with respect to their membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- C. Other than regarding the meet and confer process, ASSOCIATION members may be represented by an individual/entity of their choice.

ARTICLE 1.06 TERM OF MOU

The term of this MOU shall be July 1, 2024, through June 30, 2027. Negotiations for a successive term shall begin as mutually agreed upon by the CITY and the ASSOCIATION.

ARTICLE 1.07 REOPENER

Should economic conditions change significantly, positively, or negatively, either the CITY or the ASSOCIATION reserves the right to reopen negotiations. In the event this option is exercised, the CITY or the ASSOCIATION shall submit written notice to the other party requesting a meeting and outlining the specific issues to be discussed.

The CITY may reopen negotiations on the issue of health insurance benefits or cafeteria plan (including as to both, but not limited to, plan benefits or structure, CITY or employee contributions, and/or opt-out amount or requirements) in order to avoid penalties or taxes under the Affordable Care Act ("ACA") or another statutory scheme by the Internal Revenue Service ("IRS") or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.

ARTICLE 1.08 SEVERABILITY CLAUSE

Should any provision of this MOU, or any application thereof, be made unlawful by virtue of any federal, state, or local law and/or regulation, including judicial decisions of a court of competent jurisdiction, such provision shall be ineffective but shall not affect the enforceability of the

remainder of the MOU. In all other respects, the provisions of this MOU shall continue in full force and effect for the term thereof.

ARTICLE 1.09 ASSOCIATION ACTIVITY

A. MEETINGS

The CITY shall allow paid release time to public agency employee representatives of the ASSOCIATION and its represented employees in the following instances:

1. Meeting and conferring with the CITY with respect to wages, hours, and terms and conditions of employment. The ASSOCIATION shall advise the CITY, in writing, of its authorized representatives for this purpose. The ASSOCIATION may designate up to three (3) employees each calendar year. Such designated employees, acting as authorized representatives for the ASSOCIATION, shall be paid their regular salary and suffer no loss in pay or benefits for the release time spent in meeting and conferring with the CITY during their regular work hours, including time spent in caucuses during the negotiations. No payment will be made for any time spent outside of the employee's normal workday.
2. Testifying or appearing as the designated representative of the ASSOCIATION in conferences, hearings, or other proceedings before PERB, or an agent of PERB, in matters relating to a charge filed by the ASSOCIATION against the CITY or by the CITY against the ASSOCIATION. Only one (1) CITY employee may be a designated representative of the ASSOCIATION for purposes of paid release time under this provision.
3. Testifying or appearing as the designated representative of the employee organization in matters before a personnel or merit commission or in grievance and/or disciplinary matters. Only one (1) CITY employee may be a designated representative of the ASSOCIATION for purposes of paid release time under this provision.
4. ASSOCIATION members shall be granted one (1) hour of paid release time per year to attend an annual membership meeting.
5. All ASSOCIATION members shall be provided paid release time to attend MOU ratification meetings not to exceed three (3) per year if such meetings are scheduled during their normal work shift.
6. ASSOCIATION Board members shall be granted paid release time for up to six (6) ASSOCIATION Board meetings per calendar year.
7. ASSOCIATION negotiating members shall each be entitled to up to one (1) hour of paid release time before each meet-and-confer session and one-half (1/2) hours

of paid release time after each meet-and-confer session for preparation and discussions.

8. No more than two (2) representatives of the ASSOCIATION at any one time having business with the officers and individual members of the ASSOCIATION may confer with such officers or members during the course of the workday for a reasonable length of time provided that such activities do not impede the operation of the CITY.

ASSOCIATION Board, ratification, and membership meetings may be held on CITY property using CITY meeting facilities, subject to availability. Five (5) calendar days advance notice shall be given to Human Resources for membership, ratification, and ASSOCIATION Board meetings when release time is involved. In all instances described above where paid release time is to be used, it must first be requested in writing by the employee and approved in writing by their supervisor/Department Director before being used.

B. MEET AND CONFER

The ASSOCIATION shall advise the CITY, in writing, of its authorized representatives for the purpose of meeting and conferring with the CITY with respect to wages, hours, and terms and conditions of employment.

The ASSOCIATION may designate up to three (3) employees each calendar year. Such designated employees, acting as authorized representatives for the ASSOCIATION, shall be paid their regular salary and suffer no loss in pay or benefits for the release time spent in meeting and conferring with the CITY during their regular work hours, including time spent in caucuses during the negotiations. No payment will be made for any time spent outside of the employee's normal workday.

C. BULLETIN BOARDS

The CITY shall provide space on a bulletin board at City Hall and permit the use of the same for ASSOCIATION announcements. A reasonable amount of time will be allowed for members of the ASSOCIATION to post ASSOCIATION notices. All notices shall be posted by an authorized representative of the ASSOCIATION and shall relate to the following ASSOCIATION matters:

1. Recreational and social affairs and/or discounts
2. Membership meetings
3. Elections and/or appointments
4. Committee reports

5. Rulings or policies
6. Judicial and quasi-judicial decisions affecting the unit, such as the results of fact-finding, grievances, etc.
7. Any other material authorized by the City Manager or designee

Notices and announcements shall not contain anything political or controversial or anything negatively reflecting upon the CITY, any of its employees or officers, or any labor organization among its employees, and no material, notices, or announcements which violate the provisions of this section shall be posted. Notices and announcements shall be approved by the City Manager or designee prior to posting.

- D. ASSOCIATION notices, logos, and decals shall not be permitted on any CITY property or equipment except as provided for in Article 1.09(C).
- E. A reasonable amount of time will be allowed members on duty to vote in ASSOCIATION elections and referendums, provided, however, that on-duty personnel shall not be allowed to leave their assigned duty stations.

ARTICLE 1.10 NOTICE REQUIREMENTS

- A. In any case, when the CITY determines to reclassify the position of an ASSOCIATION member in a manner that will decrease the number of ASSOCIATION members who are represented or eligible for membership by the ASSOCIATION, Human Resources shall notify the ASSOCIATION in writing of the change at least thirty (30) days prior to the proposed effective date of the change.

B. REPORTING REQUIREMENTS

1. Human Resources shall notify the ASSOCIATION's designated representatives via email by no later than ten (10) days after the completion of a Personnel Action Form ("PAF"), when an ASSOCIATION-represented employee is hired, promoted within the bargaining unit, reclassified within the bargaining unit, leaves the bargaining unit, or receives a salary advancement.

Excluding new hires, the only information the CITY is required to provide to the ASSOCIATION, due to the processing of such PAF, is the employee's first/last name, employee identification number, type of status change (i.e., promotion, reclassification, separation from service, salary advancement, etc.), new status (i.e., new job title, new salary step, etc.), and effective date of the change.

For each new hire, the CITY shall provide the ASSOCIATION with all of the information required in Article 1.10(B)(2) below within thirty (30) days of hire, or by the first pay period of the month following hire.

2. The CITY shall provide the ASSOCIATION with an updated employee list the first week of the month in January, May, and September of each year.

The list shall include the following information on each employee:

- First and Last Name
- Employee Identification Number
- Date of Hire
- Job Title
- Home Address
- Home Mailing Address (if different)
- Home Phone Number
- Personal Cell Phone Number (if known)
- Personal E-Mail Address (if on file)
- Department
- Work Address
- Work Phone Number
- Salary Anniversary Date
- Salary Step
- Rate of Pay

The lists shall be submitted in a usable electronic format, preferably Excel, to the three (3) employee representatives who have been designated under Section 1.14(C) of this MOU and the ASSOCIATION's designated labor consultant/representative (if any).

C. NEW EMPLOYEE ORIENTATION

Except when unforeseen events require less notice, the CITY shall provide no less than ten (10) days advance written notice by email to the three (3) employee representatives who have been designated under Section 1.14(C) of this MOU and the ASSOCIATION's designated labor consultant/representative (if any) of any new employee orientation which includes new hires in this unit. One (1) representative from the ASSOCIATION shall be permitted to meet with each new hire, for no more than twenty (20) minutes of paid work time, at the conclusion of the orientation.

ARTICLE 1.11 LABOR-MANAGEMENT COMMITTEE

The CITY and ASSOCIATION agree to maintain the Labor-Management Committee (“LMC”). Each party shall appoint no less than two (2) members and no more than four (4) members to the LMC. The LMC shall meet on an ad hoc basis, but no more than once every three (3) months unless mutually agreed to otherwise, at a mutually convenient time and place to informally discuss any matters pertinent to maintaining good employer-employee relations. Both parties agree and understand that the LMC is only advisory in nature. Each party shall advise the other at least two (2) working days prior to such meeting of the subject matters they wish to discuss. Employees shall not lose any compensation or benefits for attendance at LMC meetings conducted during regular work hours.

SECTION 2 – COMPENSATION

WAGES

ARTICLE 2.01 COMPENSATION

A. SALARY INCREASE

1. FY 2024/25.

- a. Effective September 8, 2024, the base pay of all represented employees is increased by four percent (4%).
- b. Effective September 8, 2024, the base pay of Public Safety Dispatcher Supervisor is increased by an additional equity adjustment of one percent (1%), not to be compounded with the 4% COLA.

2. FY 2025/26.

Effective with the pay period starting June 29, 2025, employees shall be granted a Cost-of-Living-Adjustment (“COLA”) in base salary equivalent to the lesser of either four percent (4%) or the percentage change of the 2024 Annual Consumer Price Index for all Urban Consumers (CPI-U) not seasonally adjusted for the Riverside-San Bernardino-Ontario area. If the CPI-U percentage change is negative, then the COLA shall be zero percent (0%).

3. FY 2026/27.

Effective with the pay period starting June 28, 2026, employees shall be granted a Cost-of-Living-Adjustment (“COLA”) in base salary equivalent to the lesser of either the percentage change of the 2024 Annual Consumer Price Index for all Urban Consumers (CPI-U) not seasonally adjusted for the Riverside-San Bernardino-Ontario area, or the percentage change, year-over-year between audited fiscal years 2023/24

and 2024/25, in Recurring Revenue of the City's primary Operating Funds (as previously defined by the City in negotiations), but not to be less than two (2%) nor exceed four percent (4%), with the assumption that the sum of the combined positive change in fund balance of the aforementioned funds is at least the value of the cost of the COLA. If the CPI-U percentage change is negative or the change in Recurring Revenue is below zero percent (0%), then the COLA shall still be two percent (2%)."

B. SALARY ADVANCEMENT

Advancement between salary steps will occur as follows:

- If hired at Step A, upon successful completion of the first six (6) months of the initial twelve (12) month probationary period.
- Annually upon the employee's anniversary date until reaching the maximum salary step for their classification.

Salary advancement is based upon merit with satisfactory job performance. Annual performance evaluations shall be due based upon the employee's anniversary date of appointment to their current classification. Merit increases shall be effective on the first day of the pay period immediately following the employee's anniversary date. If an employee does not receive a performance evaluation within the time required, any merit increase that is awarded after the evaluation is conducted shall be made and paid retroactively to the employee's anniversary date.

ARTICLE 2.02 TEMPORARY ASSIGNMENT PAY

As a result of vacancies, leaves of absence, or other reasons, it may be necessary to temporarily reassign the duties of an authorized position to another employee. When such an assignment requires the employee to assume substantial additional duties which are outside the scope of the employee's regular assignment for a period in excess of 14 consecutive calendar days, the employee shall be entitled to a salary adjustment to reflect the new duties. The following shall apply in these instances:

- A. Approval required. Upon the recommendation of the Department Head and with the approval of the City Manager, an employee may temporarily be assigned to a higher-level classification to perform duties, provided that:
 1. The higher-level position is vacant and is approved by the City Manager for new or continued staffing.
 2. The employee is called upon to perform a substantial amount of the duties of the higher-level position, and the duties for the higher-level position are outside the scope of the employee's current classification as determined by the City Manager and the Department Head.

3. The vacancy is expected to continue for at least thirty (30) consecutive calendar days but not longer than one (1) calendar year, and

4. The employee possesses the minimum qualifications to perform the work of the higher-level position.

B. Salary. The employee in such a temporary assignment shall be entitled to a salary adjustment of approximately five (5) percent or the “A” step of the salary range of the higher-level position, whichever is greater, for the duration of the temporary assignment beyond the first thirty (30) days. Such an assignment shall not extend beyond one hundred eighty (180) calendar days without the approval of the City Manager.

ARTICLE 2.03 SPANISH LANGUAGE PAY

The CITY has established a bilingual program that provides an additional two and one-half percent (2.5%) of base pay for eligible members of the ASSOCIATION who are fluent in the Spanish language. The number of members to be eligible shall be determined by the CITY and shall be based upon the CITY’s needs. To become qualified, an employee must be certified by the City Manager and or their designee after the employee passes a verbal conversation examination established by the CITY in cooperation with the ASSOCIATION.

ARTICLE 2.04 SHIFT DIFFERENTIAL

Public Safety Dispatch Supervisors shall receive a shift differential equal to five percent (5%) of base salary for hours worked during the 1800-0600 hours shift.

ARTICLE 2.05 COURT TIME

The incumbent within the Public Safety Dispatch Supervisor position shall receive court time compensation at a rate of time and one-half with a two-hour minimum for the length of his/her tenure as the Public Safety Dispatch Supervisor.

ARTICLE 2.06 UNIFORM/BOOT ALLOWANCE

A. All unit employees in the positions listed below shall be provided with an annual uniform allowance in the amount of \$800. Payment shall take place on the first payday in January each year. The CITY will not provide extra payment for clothes or uniform items damaged, regardless of fault. Classifications covered by this provision include:

Code Enforcement Supervisor
Public Safety Dispatch Supervisor
Police Records Supervisor

B. All unit employees in the positions listed below shall wear boots that meet Occupational Safety and Health Administration (OSHA) guidelines for foot protection and safety.

Boots will be purchased by the CITY in an amount not to exceed \$300 per fiscal year per eligible employee. Classifications covered by this provision include:

Maintenance Manager
 Maintenance Supervisor
 Public Works Inspection Supervisor
 Parks Maintenance Superintendent

- C. Boots must comply with the American Society for Testing and Materials (“ASTM”) or the American National Standards Institute (“ANSI”) standards required for the work to be performed by the employee. Eligible employees may purchase ASTM/ANSI-compliant work boots using their personal funds at a store or vendor of their choosing. Employees are not required to have the CITY or its representatives purchase the work boots directly for the CITY employee.
- D. Upon the Department Head or designee’s verification of the purchase of ASTM/ANSI compliant work boots, the CITY shall reimburse eligible employees for the purchase, repair, and maintenance of the work boots, not to exceed \$300 per fiscal year.
- E. The purchase of shoelaces, inserts, and liners for work boots is considered repair and/or maintenance of the eligible employee’s work boots and may be purchased and reimbursed pursuant to this policy. The purchase of such shoelaces, inserts, and liners will be counted towards the \$300 maximum reimbursement per fiscal year. Socks are expressly excluded from this reimbursement policy.
- F. Eligible employees may be reimbursed for more than one pair of ASTM/ANSI compliant approved work boots per fiscal year, provided the amount does not exceed the maximum reimbursement of \$300 during the same fiscal year.
- G. Eligible employees may submit multiple requests for work boot reimbursement during the same fiscal year as long as they have not reached the maximum reimbursement of \$300 per fiscal year.
- H. Eligible employees are responsible for any amount of purchase of work boots and/or shoelaces, inserts, and liners in excess of \$300 per fiscal year and shall not be reimbursed above the agreed upon \$300 per fiscal year limitation.
- I. Boot purchase, repair, and/or maintenance expenses will be reimbursed to eligible employees by submitting a completed request for reimbursement with receipt(s) to their department. The department is then tasked with reporting/inputting the request to Finance, who will review the record and supporting documents for completeness and accuracy before processing a check to the employee.

- J. Eligible employees who fail to purchase their work boots and/or shoelaces, inserts, and liners within the fiscal year will not be eligible to roll any of the \$300 amount forward to the following fiscal year.
- K. Employees are prohibited from returning the work boots and/or shoelaces, inserts, and liners for reimbursement from the vendor after they have received reimbursement from the CITY. Any employee found to be abusing the above reimbursement process may be subject to disciplinary action, up to and including termination of employment.

ARTICLE 2.07 OVERTIME

All ASSOCIATION members shall be compensated at time and one-half based on their normal 40-hour rate when called upon to work emergency overtime on an incident for which the CITY is reimbursed at time and one-half by an outside agency such as FEMA or the California Office of Emergency Services.

All non-exempt employees shall be compensated at time and one-half based on all hours worked beyond the 40-hour week. Overtime must be approved in advance by the employee's immediate supervisor. The employee could elect to have the compensation in pay or accumulate compensatory time at the rate of time and one-half.

Incumbents in the position of Police Records Supervisor currently eligible to receive overtime pay will continue to do so while remaining in their current positions. In determining the eligibility for overtime pursuant to the FLSA, the use of paid leave time as time off during an FLSA-designated work period shall be considered "hours worked" for purposes of determining FLSA eligibility for overtime.

Employees who earn Compensatory Time in lieu of overtime may accrue such leave time up to a maximum of eighty (80) hours at any given time.

Twice each year (in June & December), employees who have accrued compensatory hours may request to cash out all or a portion of these accrued hours. Requests must be made in writing to the Finance Department through the chain of command. Maximum cash out in any leave year shall be eighty (80) hours. Starting with calendar year 2025, the cash-out of comp time leave must be irrevocably designated in writing the amount to be cashed out in the year preceding the cash-out. Cash-out is at the employee's rate of pay at the time paid and must have been accrued at the time of designation and cannot be used for any other purpose. Finance will supply the irrevocable designation form via email to all affected employees in November of 2024 and each November thereafter. Forms will be due back to Finance by December 31st of each year.

ARTICLE 2.08 RETURN TO WORK PAY

All non-exempt employees who are required to return to duty during off-duty time shall receive a minimum of two (2) hours of pay at time and one-half (1.5) based on their hourly rate.

ARTICLE 2.09 ON-CALL PROGRAM

Due to the special requirements of public safety staffing, the CITY will establish an on-call program for the CAD/RMS Administrator and Police Dispatch Administrative Supervisor classifications to be compensated at \$200 per week. Dispatch Supervisors are also included and will be paid \$50 for each day assigned to on-call and an additional \$35 if on-call is a CITY holiday. If the Dispatch Supervisors are called back to work, they will be paid for actual straight time/overtime worked.

Information Technology positions represented by the ASSOCIATION will be scheduled on a rotational basis with one primary and one secondary individual identified. Those employees working in the primary or secondary on-call spot will receive \$200 per week when designated as on-call by the department director or designee. For each holiday included in an on-call period, the affected employee shall receive an additional \$35.

The CITY agrees to re-open negotiations in the second year of the contract to discuss exempt employees assigned on-call (IT/CAD Administrators). Employees will document the volume of calls to demonstrate the number of hours that they are working above and beyond the administrative leave that is provided in lieu of overtime.

ARTICLE 2.10 TOTAL COMPENSATION

In order to attract and retain qualified employees, the CITY has endeavored (but is not mandated) to maintain salaries and benefits that are comparable in the local market.

- A. DEFINITION. The combination of salaries and benefits is known as total compensation. CITY and ASSOCIATION agree that total compensation shall consist of salary, shift differential, insurance premiums (medical, dental, vision, life, long-term disability, short-term disability, worker's compensation, FICA), leave accruals (Holiday, Administrative), Tuition Reimbursement, Uniform Allowance, contributions to Cafeteria Plan and/or section 125 plan, PERS contributions, and court pay.
- B. COMPARABLE CITIES. CITY and ASSOCIATION agree that, when collecting information regarding total compensation, the following cities will be surveyed: Carlsbad, Chino, Corona, Escondido, Hemet, Indio, Menifee, Oceanside, Redlands, and Temecula.
- C. The parties acknowledge that during all meet and confer processes regarding successors to this MOU, each reserves unto itself the option of proposing changes in the total compensation definition in paragraph A, above, and/or in the definition of "comparable cities," in paragraph B, above. The CITY agrees to a joint task force with ASSOCIATION for data purposes only to study total comp and comparable agencies and any proposed equity base compensation adjustments.

ARTICLE 2.11 LONGEVITY PAY

At 15 years of continuous service, an employee will receive 2% of their base pay as longevity pay. At 20 years of continuous service, an employee will receive an additional 3% of their base pay.

ARTICLE 2.12 DISPATCH SUPERVISOR SPECIALTY PAYS

The Dispatch Supervisors assigned to the positions of Administrative Dispatch Supervisor (working title), Emergency Medical Dispatch Coordinator, and Communications Training Officer Supervisor shall receive, in addition to their regular monthly pay, compensation at the rate of five percent (5%) of the employee's actual base salary per month, during the period of such assignment. The ASSOCIATION may present during the term of this MOU other situations where similar special assignments are made that may warrant similar consideration by the CITY for such specialty pay.

ARTICLE 2.13 P.O.S.T. CERTIFICATE PAY

Dispatch Supervisors possessing an intermediate P.O.S.T. certificate shall receive \$75 per month. Dispatch Supervisors possessing an advanced P.O.S.T. certificate shall receive \$150 per month. Dispatch Supervisors possessing a supervisory P.O.S.T. certificate shall receive \$175 per month.

These are an either/or non-stackable benefit. Effective September 8, 2024, this pay shall be provided to the employee starting the first full pay period following the employee's submittal of proof of valid and current certification. In addition, to remain eligible for this pay, the employee must maintain their certification. In the event an employee does not recertify, the pay shall cease effective the first day of the pay period following the expiration of the certification.

ARTICLE 2.14 CALPERS REPORTABILITY

The City makes no representation as to whether any of the compensation or payments in this MOU are subject to CalPERS service credit or pensionable income. Any determination by CalPERS not to fully credit the compensation and/or service time provided under this MOU is outside of the City's control.

BENEFITS

ARTICLE 2.15 HOLIDAYS

- A. CITY employees shall be eligible for holidays as prescribed in this section of this MOU.
- B. The approved CITY holidays shall be as follows:
 - 1) New Year's Day
 - 2) Martin Luther King Jr. Day
 - 3) Presidents' Day

- 4) Memorial Day
- 5) Independence Day
- 6) Labor Day
- 7) Veterans Day
- 8) Thanksgiving Day
- 9) The day after Thanksgiving
- 10) Christmas Eve Day
- 11) Christmas Day
- 12) New Year's Eve Day
- 13) One (1) Floating Holiday

- C. Holiday Value: The hour value for each holiday shall be equivalent to the employee's authorized work schedule (e.g., if the holiday falls on a regularly scheduled eight (8) hour workday, the value of the holiday leave is eight (8) hours. If the holiday falls on a regularly scheduled nine (9) hour workday, the value of the holiday leave is nine (9) hours. If the holiday falls on a regularly scheduled ten (10) hour workday, the value of the holiday leave is ten (10) hours. If the holiday falls on a regularly scheduled twelve (12) hour workday, the value of the holiday leave is twelve (12) hours).
- D. Procedure if Holiday Falls on Saturday or Sunday: For Saturday Holidays, facilities that are normally closed on Saturday will be closed to the public on the preceding Friday, with applicable City employees observing the holiday on Friday. Facilities normally open on Saturday will observe the holiday on the actual date (Saturday).

For Sunday holidays, facilities that are normally closed on Sunday will be closed to the public on the following Monday, with applicable City employees observing the holiday on Monday. Facilities normally open on Sunday will observe the holiday on the actual date (Sunday).

- E. Procedure for Work Schedule Changes: Should an employee's authorized work schedule (e.g., 5/8, 9/80, 4/10, or 3/12) be changed, resulting in a change in regular hours worked (e.g., 8, 9, 10, or 12), the hour value of holidays will be adjusted for any holidays remaining after the schedule change.
- F. Holiday Leave Bank:
1. Employees will be provided holiday leave hours on the first payday in July. Employees on a traditional 5/8 work schedule will receive ninety-six (96) hours of holiday leave, plus an additional eight (8) hours for the floating holiday. Employees on a 9/80 work schedule will receive one hundred eight (108) hours of holiday leave, plus an additional nine (9) hours for the floating holiday. Employees on a 4/10 work schedule will receive one hundred twenty (120) hours of holiday leave, plus an additional ten (10) hours for the floating holiday.

Employees on a 3/12 work schedule will receive one hundred forty-four (144) hours of holiday leave, plus an additional twelve (12) hours for the floating holiday. An employee's holiday leave bank shall be reduced by the number of hours taken for each holiday or observed holiday.

2. Employees are required to use holiday leave each time a CITY-authorized holiday or observed holiday falls on a day when the employee would normally be scheduled to work.
 3. Holiday leave bank hours may be used only after the holiday or observed holiday has occurred unless the City Manager has granted an exception. The Floating Holiday may be used as paid leave at any time during the same fiscal year in which it was credited to the employee's holiday leave bank. Such time must be scheduled in advance and approved by the Department Head with consideration given to sufficient staff being available to continue the efficient operation of the department.
 4. Holidays, excluding the Floating Holiday, occurring during a Leave without Pay are not earned or vested. An employee on leave without pay for the entire fiscal year will not earn the Floating Holiday for that same year. Unearned holiday hours will be deducted from the employee's Holiday leave Bank.
 5. Any Holiday leave Bank hours that are not used by the last day of the last full pay period in June shall be cashed out on the final payday in June. Public Safety Dispatch Supervisors can cash out up to eighty (80) hours of unused holiday leave hours on the first payday in June and December each year. Starting with calendar year 2025, Public Safety Dispatch Supervisors can only cash-out Holiday leave after first irrevocably designating in writing the amount of leave to be cashed out in the year preceding the cash-out. Cash-out is at the employee's rate of pay at the time paid. Finance will supply the irrevocable designation form via email to all affected employees in November of 2024 and each November thereafter. Forms will be due back to Finance by December 31st of each year.
- G. Employees Required to Work on Holiday: Employees who work on the actual or observed holidays listed in Article 2.14(B) shall not have their holiday bank hours reduced and shall be paid at the rate of time and one-half for all hours actually worked on those holidays. Employees who work a partial day, defined as fewer hours than the employee's normal workday, shall be paid at the rate of time and one-half for all hours actually worked on those holidays and shall have their holiday bank reduced by the number of hours necessary to cover the difference in the number of hours of their regular shift if any. An employee who works both an observed and actual holiday shall only be eligible for holiday pay on one (1) such date and shall only receive the holiday leave value for one holiday.

Dispatch Supervisors are normally required to work on approved holidays because they work in positions that require scheduled staffing without regard to holidays, they accrue holiday “bank hours” or “credits” to be used at a later date, and they are permitted under this MOU to cash out any unused holiday “bank hours” or “credits” accrued. Accordingly, the City shall report such Dispatch Supervisor cash-outs under these circumstances and meeting these criteria as reportable compensation to CalPERS to the extent that CalPERS permits it, but no other represented employees cashing out such holiday hours per CalPERS rules and regulations. [See CalPERS Circular Letter 200-064-14 and CalPERS Circular Letter 200-019-20, interpreting Rule 571 and the Government Code.]

- H. Procedure if Holiday Falls on Regular Day Off: If an actual or observed holiday occurs on a day that is the employee's regular day off and the employee is not required to work (on either the actual or observed date), their holiday bank hours shall not be reduced. The employee will be able to use the full holiday or half-day holiday leave hours at another time.
- I. Employees beginning employment during the fiscal year will start with a prorated Holiday Leave Bank. Hours will be credited in accordance with the employee’s authorized work schedule for each City authorized holiday that has not yet occurred.
- J. Employees separating employment with the CITY during the fiscal year will receive payment for unused holiday leave only for holidays that have already occurred and been earned, including the Floating Holiday, if the employee has not yet used them. Payroll will audit the holiday leave bank and make adjustments on the final paycheck if necessary.

ARTICLE 2.16 INSURANCE AND RETIREMENT BENEFITS

The CITY contracts with the California Public Employees’ Retirement System (“CalPERS”) to participate in the Public Employees Medical and Hospital Care Act (“PEMHCA”). Government Code § 22892 requires monthly minimum employer contributions (“MEC”) for health premiums to allow enrollment in PEMHCA.

The MEC is statutorily adjusted and set by CalPERS each calendar year. (The monthly MEC per employee is \$149 for 2022 and \$151 for 2023)

A. MEDICAL INSURANCE

The CITY shall fund a Section 125 Cafeteria Plan on behalf of each employee in the following contribution amounts, which include the MEC:

- Effective January 1, 2024, the total monthly contribution shall be \$1,747.83 per month.
- Effective January 1, 2025, the total monthly contribution shall be \$1,891.28 per month.
- The parties agree to reopen this MOU when the new 2026 and 2027 health premium rates are published to discuss increases in City contribution for January 1, 2026, and January 1, 2027.

The employee will pay any additional cost based on their chosen plan coverage.

Up to \$833.43 of the monthly Cafeteria Plan health contribution may be utilized only for medical insurance premiums. The remaining amount may be used for other allowable Cafeteria Plan expenditures, such as medical premiums, Flexible Spending Account contributions, Dependent Care FSA, or taken as a taxable cash payment (limited to the following provisions).

Taxable Cash Payment (cash-in-lieu of health care):

1. Employees hired on or before September 30, 2019, who elected and received cash-in-lieu for Plan Year 2019 (Tier 1) shall be allowed to maintain the benefit in effect at the time (up to \$688.28). Should such an employee reduce or eliminate the cash-in-lieu benefit amount in future years, such election will be final (i.e., it cannot be increased or reinstated in the future, though the employee can elect to reduce the benefit further until it is eliminated).
2. Any employee hired on or before September 30, 2019, who did not elect cash-in-lieu for Plan Year 2019 shall not be eligible for the cash-in-lieu benefit.
3. New employees hired on or after October 1, 2019, shall not be eligible to receive the cash-in-lieu benefit.
4. Employees who take the Taxable Cash Payment are required to review and execute the CITY's Medical Insurance Opt-Out and Eligible Opt Out Arrangement Attestation form that certifies that they have been offered health insurance coverage by the CITY and knowingly and voluntarily opt out of same based upon qualifying alternate coverage and also understand the taxable consequences of receiving the cash-in-lieu payment.

B. RETIREE MEDICAL

As allowed by law, employees retiring from the CITY who choose to continue their CalPERS health insurance upon retirement are eligible to receive the following benefit based on their hire date with the CITY. The retiree may also select plan coverage for all eligible dependents. The retiree will be responsible for paying any additional costs based on their chosen plan coverage.

1. Prior to January 1, 2008:

For employees hired prior to January 1, 2008, the CITY shall pay an amount not to exceed a total of eight hundred thirty-three dollars and forty-three cents (\$833.43) per month.

The CITY shall pay the monthly MEC and make a monthly contribution to a Retirement Health Savings Plan ("RHS") on behalf of each eligible retiree. The amount of the CITY's contribution to the RHS (\$705.43 for 2017 and \$700.43 for 2018) shall be the difference

between the eight-hundred thirty-three dollars and forty-three cents (\$833.43) and the amount of the most current MEC.

2. January 1, 2008, through July 14, 2014 (with a minimum of 10 years CITY service):

For employees hired on and after January 1, 2008, and before July 15, 2014, and who thereafter retire from CITY service with a minimum of ten (10) full years of CITY service, the CITY shall pay an amount not to exceed a total of three hundred and sixty dollars (\$360.00) per month, up to the date of retiree's eligibility to receive Medicare.

Until the retiree is eligible to receive Medicare, the CITY shall pay the monthly MEC and make a monthly contribution to a Retirement Health Savings Plan ("RHS") on behalf of each eligible retiree. The amount of the CITY's contribution to the RHS (\$232.00 for 2017 and \$227.00 for 2018) shall be the difference between the three hundred and sixty dollars (\$360.00) and the amount of the most current MEC.

Upon the retiree's eligibility to receive Medicare, the CITY shall only pay the amount of the most current MEC. The CITY shall no longer contribute to the RHS on behalf of the retiree.

3. January 1, 2008, through July 14, 2014 (with less than 10 years of CITY service):

For those employees hired on and after January 1, 2008, and before July 15, 2014, and who thereafter retire from CITY service with less than ten (10) full years of CITY service, the CITY shall only pay the amount of the most current MEC. The CITY shall not make any contributions to an RHS on behalf of the retiree.

4. On or after July 15, 2014:

For employees hired on or after July 15, 2014, and who thereafter retire from CITY service, the CITY shall only pay the amount of the most current MEC. The CITY shall not make any contributions to an RHS on behalf of the retiree.

C. DENTAL AND ORTHODONTIC INSURANCE

The CITY agrees to provide a dental and orthodontic benefits plan. The CITY shall pay one hundred percent (100%) of the monthly premium payments for each employee and the employee's eligible dependents.

D. VISION INSURANCE

The CITY agrees to provide a vision plan. The CITY shall pay one hundred percent (100%) of the monthly premium payments for each employee and the employee's eligible dependents up to a maximum of thirty-nine dollars and fifty-two cents (\$39.52).

E. LIFE INSURANCE

The CITY agrees to provide life insurance coverage in the amount equal to the employee's annual salary, up to a maximum of one hundred and fifty thousand dollars (\$150,000.00) through an insurance company selected by the CITY. The CITY shall pay one hundred percent (100%) of the full monthly premium for said life insurance on behalf of each employee. Employees may opt to purchase additional life insurance at a cost to be paid by the employee.

F. LONG-TERM DISABILITY

The CITY agrees to provide long-term disability insurance coverage through an insurance company selected by the CITY. The CITY shall pay one hundred percent (100%) of the full monthly premium for said insurance coverage on behalf of each employee.

G. SHORT-TERM DISABILITY

The CITY agrees to provide short-term disability insurance coverage through an insurer selected by the CITY. The CITY shall pay one hundred percent (100%) of the full monthly premium for said insurance coverage on behalf of each employee.

H. FLEXIBLE SPENDING ACCOUNTS

The CITY has established a Flexible Spending Account ("FSA") to allow employees to make pre-tax deductions from their earnings for the purposes of reimbursement by a third-party administrator for eligible healthcare and dependent care expenses. Employees are also allowed to make pre-tax deductions from their earnings for the purpose of paying their employee contributions for health insurance premiums. The CITY will pay all administrative costs for this program.

I. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

1. Employees hired prior to December 30, 2012:

Effective July 1, 2007, the CITY amended its CalPERS retirement contract in accordance with Section 21354.5 of the Public Employees' Retirement Law to provide a 2.7% at age 55 (One-Year Final Compensation) retirement benefit formula for represented employees. The CITY shall pay the full employer cost for his benefit. Effective September 9, 2012, employees who receive this retirement benefit formula will pay the entire eight percent (8%) of the employee portion of the CalPERS retirement contribution.

2. Employees hired on or after December 30, 2012:

Effective December 30, 2012, the CITY amended its CalPERS retirement contract in accordance with Section 21353 of the Public Employees' Retirement Law to provide a 2% at age 60 (Three-Year Final Compensation) retirement benefit formula for represented employees hired on or after December 30, 2012. Effective January 1, 2013, this benefit only applies to employees hired who are, by CalPERS definition, a "Classic Member". The term Classic Member is an individual who entered into membership with CalPERS or a

reciprocal retirement system on or before December 31, 2012, and who does not meet the definition of a “New Member” in Government Code (GC) Section 7522.04(f). Employees who receive this retirement benefit formula will pay the entire seven percent (7%) of the employee portion of the CalPERS retirement contribution.

Effective January 1, 2013, under the Public Employee’s Pension Reform Act of 2013 (PEPRA) the CITY will provide a 2% at age 62 (Three-Year Final Compensation) retirement benefit formula for represented employees hired as a “New Member” on or after January 1, 2013. The CalPERS definition of a New Member means any of the following:

1. An individual who becomes a member of CalPERS for the first time on or after January 1, 2013.
2. An individual who is not subject to reciprocity (under GC 7522.02(c)).
3. An individual who was an active member of CalPERS or a reciprocal retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer. A New Member will pay 50% of the normal cost rate for their defined benefit plan which was six and one-half percent (6.5%) as of January 1, 2013.

3. CalPERS 1959 Survivor Benefit:

Effective November 7, 2004, the CITY agrees to provide the fourth level 1959 Survivor Benefit to represented employees. The CITY shall pay the employer’s administrative costs for said benefit, and the employee shall pay his or her share of the monthly cost for said program.

4. Effective November 7, 2001, the CITY amended its contract with the California Public Employees Retirement System to provide Military Service Credit as Public Service (GC Section 21024). Under this amendment, employees must pay the costs of purchasing their service credit.

ARTICLE 2.17 DEFERRED COMPENSATION MATCH

For those employees participating in a CITY-sponsored deferred compensation program, the CITY shall contribute a matching amount to the employee’s account on a dollar-for-dollar basis, not to exceed two thousand four hundred dollars (\$2,400.00) per year, effective September 8, 2024.

ARTICLE 2.18 TUITION REIMBURSEMENT PROGRAM

After twelve (12) months of full-time employment with the CITY, regular full-time employees shall be eligible to receive financial assistance for approved courses completed at an accredited educational institution. Effective September 8, 2024, the maximum reimbursable amount shall be three thousand five hundred dollars (\$3,500.00) per employee per fiscal year (with a lifetime cap of fourteen thousand dollars (\$14,000.00)) for allowable expenses as outlined in the CITY’s Tuition Reimbursement Policy. Reimbursement will be made provided: pre-approval was obtained; courses are satisfactorily completed; appropriate proof of successful completion is submitted to Human Resources; courses of instruction will enable the employee to perform their

present duties more effectively or will prepare them for future opportunities which they could reasonably expect a promotion or transfer to at the CITY; the hours of instruction for the course do not conflict with the employee's regularly scheduled work day; and reimbursement is limited to a maximum of two courses per semester or quarter.

Repayment of Tuition Reimbursement:

Employees are required to pay back a pro-rated amount of the tuition reimbursement received if the employee voluntarily separates from employment with the City within three (3) years of receiving such reimbursement. The repayment amount shall equal the remaining pro-rated portion of the compensation received. For example, an employee would be required to pay back half (1/2) of the compensation received if the employee voluntarily separates eighteen (18) months after receiving tuition reimbursement. The repayment may be deducted from the employee's final check or leave cash-out with the written agreement of the employee.

ARTICLE 2.19 CELL PHONE ALLOWANCE

Employees are covered by the City's Mobile Communication Device Allowance Policy at benefit levels of \$15 per pay period, \$18.47 per pay period, or \$27.70 per pay period, as applicable.

SECTION 3 – HOURS

ARTICLE 3.01 LEAVES

All applicable leave accruals (e.g., annual) are calculated and credited to each employee based upon an eight (8) hour workday. All leave hours taken shall be based upon the length of a given employee's workday (e.g., 8 hrs., 9 hrs., 10 hrs., 12 hrs.) and charged against the applicable accrued leave balance. In the event that City-wide policies are adopted, the parties agree to revisit removing the adopted City-wide policies from the successor MOU.

A. JURY LEAVE

Employees who are called for jury service in any court in the State of California or in the United States shall be granted a paid leave of absence to serve as a juror.

An employee summoned to and serving on jury duty shall submit evidence of the summons to the employee's supervisor and may be absent from duty with full pay. The employee shall be entitled to retain the pay received for jury duty as partial or full reimbursement for the additional expenses associated with jury duty, with no additional reimbursement by the CITY.

B. MILITARY LEAVE

Military leaves of absence shall be governed by the provisions of the Military and Veterans Code §395 et seq.

C. STATUTORY LEAVE

It is the intent of the CITY to comply fully with all statutory leave provided by law, including but not limited to the Family and Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), Pregnancy Disability Leave ("PDL"), and the Family School Partnership Act (Labor Code §230.8). Nothing in this MOU is intended to restrict employees' rights to statutory leave under these laws.

D. BEREAVEMENT LEAVE

1. Immediate Family. For purposes of determining Bereavement Leave, the term "immediate family" is defined as spouse, domestic partner, child, parent, sibling, and grandparents; the aforementioned, either natural, legally adopted, step or in-law, or any person over whom the employee acts as the legal guardian, or a verifiable current member of the employee's immediate household. The CITY and the ASSOCIATION further agree that the definition of immediate family shall include an ex-spouse if the employee is escorting dependent children to the funeral of an ex-spouse who was the parent of the dependent child or children.
2. Travel Less Than 300 Miles. Upon the death of an immediate family member whose memorial/burial services occur within less than 300 miles from the CITY, an employee may use up to three (3) work shifts of paid Bereavement Leave not chargeable to any other leave and an additional two (2) work shifts of any other leave or of unpaid leave for a total of five (5) work shifts.
3. Travel More Than 300 Miles. Upon the death of an immediate family member whose memorial/burial services occur 300 miles or more from the CITY, an employee may use up to five (5) work shifts of paid Bereavement Leave, not chargeable to any other leave.
4. Other Terms and Conditions of Use. Bereavement Leave must be completed within three (3) months of the immediate family member's death and may be intermittent leave, and is not required to be used in consecutive amounts. Intermittent leave shall equate to the number of equivalent hours that constitute the employee's normal work shifts as of the date the Bereavement Leave is first requested. Employees are required to provide documentation to the CITY of the immediate family member's death within thirty (30) days of the first day of use of Bereavement Leave. "Documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The CITY shall maintain the confidentiality of any employee requesting leave under this section. Any

documentation provided to the CITY regarding this leave shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel, as necessary or as required by law.

E. REPRODUCTIVE LOSS LEAVE

Employees who have been employed by the CITY for at least thirty (30) days may take up to five (5) work days of reproductive loss leave following a reproductive loss event. Employees who experience more than one reproductive loss event within a twelve (12) month period may take up to five (5) work days off for each reproductive loss up to a maximum of twenty (20) work days of reproductive loss leave within a twelve (12) month period. Employees may take the leave following their own reproductive loss event or that of another person, if the employee would have been the parent of the child born or adopted.

Definitions

A reproductive loss event is any of the following:

1. Miscarriage;
2. Stillbirth;
3. Failed adoption – for example, if a birth mother or legal guardian breaches or dissolves an adoption agreement, or if an adoption is not finalized for another reason;
4. Failed surrogacy – for example, if a surrogate breaches or dissolves a surrogacy agreement, or if an embryo transfer fails; or
5. Unsuccessful assisted reproduction – for example, a failed intrauterine insemination or embryo transfer.

Other Terms and Conditions

Employees may take the leave on consecutive work days, or can elect to use the leave on non-consecutive work days. The leave must be completed within three (3) months of the reproductive loss event. However, if prior to or immediately after a reproductive loss event, the employee is on or chooses to go on Pregnancy Disability Leave, leave under the California Family Rights Act, and/or any other leave entitlement under state or federal law, the employee must complete the Reproductive Loss Leave within three (3) months of the end date of the other leave.

Employees must provide reasonable advance notice of the need for the leave to their supervisor, unless advance notice is not feasible. If advance notice is not feasible, the employees should notify their supervisor as soon as possible of the need for the leave. The CITY may require documentation of the qualifying reproductive loss event.

The employee may elect to use accrued, available Annual Leave and/or Compensatory Time for the reproductive loss leave; otherwise the leave is unpaid.

F. CRIME VICTIMS LEAVE

Employees who are victims of certain crimes or who have certain relationships with the victim of certain crimes may take time off work under the following circumstances:

1. Type 1 Crime

- (a) The crime must be a violent or serious felony as defined by law, or a felony provision of law proscribing theft or embezzlement;
- (b) the employee must be the victim of the crime, or the employee must be an immediate family member, a registered domestic partner, or a child of a registered domestic partner who is the victim of the crime; and
- (c) The absence from work must be in order to attend judicial proceedings related to the crime.

An immediate family member is defined as: a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, and stepfather. A registered domestic partner means a domestic partner who is registered in accordance with California state law.

2. Type 2 Crime

- (a) The employee, or the employee's spouse, parent, child, sibling, or guardian must be a victim of any of the following offenses as defined by the Penal Code and/or Vehicle Code and identified in California Labor Code section 230.5. "Victim" is defined as suffering direct or threatened physical, psychological, or financial harm as a result of the following offenses.
 - (1) vehicular manslaughter while intoxicated
 - (2) felony child abuse likely to produce great bodily harm or death
 - (3) assault resulting in the death of a child under eight years of age
 - (4) felony domestic violence
 - (5) felony physical abuse of an elder or dependent adult
 - (6) felony stalking
 - (7) Solicitation for murder
 - (8) Serious felony
 - (9) Hit-and-run causing death or injury

(10) Felony driving under the influence causing injury

(11) Sexual assault

- (b) The employee requests time off work to appear in court to be heard at any proceeding (including any delinquency proceeding) involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which the right of the victim (the employee, or the employee's spouse, parent, child, sibling, or guardian) is at issue.

Notice of the Need for the Time Off /Leave

The employee must notify their supervisor of the need for the time off work at least fourteen (14) calendar days in advance of the date on which the employee intends to take time off work to attend the judicial proceeding, when practical. If fourteen (14) calendar days advance notice is not reasonably possible, employee should notify their supervisor as soon as reasonably possible in advance of the absence. The employee's notice to the supervisor should include the documentation/certifications described below if possible. If advance notice of the absence is not feasible, the employee must provide to their supervisor the documentation/certification below within a reasonable period of time after the employee's absence from work.

For time off for a Type 1 Crime, the employee must provide to their supervisor documentation of the scheduled court proceeding either before taking the time off work or within a reasonable time after the absence from work. Such documentation is typically a notice given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or a victim/witness office.

For time off for a Type 2 Crime, the employee must provide their supervisor with appropriate certification either before taking time off work or within a reasonable time after the absence from work. Appropriate certification may include: (a) a police report indicating that the employee was a victim of the a crime that falls within the Type 2 Crime definition above; (b) a court order protecting or separating the employee from the perpetrator of the offense or other evidence from the court or prosecuting attorney that employee has appeared in court; or (c) documentation from a medical professional, domestic violence advocate, advocate for victims of sexual assault, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from a Type 2 Crime.

Use of Accrued, Available Paid Leave

When an employee takes time off/leave for a qualifying reason, the employee must use accrued available Annual Leave and/or Compensatory Time to cover the time absent from work; otherwise, the time off/leave will be unpaid.

G. LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING, OR CERTAIN CRIMES

Employees who are victims of domestic violence, sexual assault, and/or stalking, or a crime that caused physical injury, or caused a mental injury and threat of physical injury, and employees whose immediate family member is deceased as a direct result of a crime are eligible for time off work for the following purposes:

1. To seek medical attention for the injuries caused by the crime or abuse;
2. To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;
3. To obtain psychological counseling related to an experience of crime or abuse;
4. To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation; and
5. To obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or their child.

For purposes of this section, the term “crime” is defined, as set forth in Section 13951 of the California Government Code, to mean a crime or public offense that would constitute a misdemeanor or a felony and regardless of whether any person is arrested for, prosecuted for, or convicted of committing the crime.

Notice of the Need for the Time Off/Leave

An employee needing the time off work for any of the above purposes shall notify Human Resources as soon as reasonably possible in advance of the employee’s intention to take the time off from work, unless advance notice is not feasible. When the employee does not provide advance notice of the intent to take the time off from work, the employee must provide, within a reasonable period of time after the absence, a certification to Human Resources. The certification may be:

1. A police report indicating that the employee was a victim;
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse;
3. Evidence of the employee’s court appearance;
4. Documentation from a licensed medical professional, domestic violence/sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or

receiving services for physical or mental injuries or abuse resulting from the crime or abuse; or

5. Other reasonable evidence that reasonably verifies a crime or abuse occurred, or that the absence was for a qualifying reason.

Use of Accrued, Available Paid Leave

When an employee takes time off/leave for a qualifying reason, the employee must use accrued available Annual Leave and/or Compensatory Time off to cover the time absent from work; otherwise the time off/leave will be unpaid. Nothing in this section creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is permitted by, the federal Family and Medical Leave Act (29 U.S.C. sect. 2601, et seq.).

H. SCHOOL ACTIVITIES TIME OFF/LEAVE

Employees, who are a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children in kindergarten, or grades 1 through 12, or attending a licensed child care provider/facility, are eligible to use up to forty (40) hours of time off work each year for qualifying school/licensed child care provider activities (described below) and subject to the conditions below. Any unused time does not roll over to the following year.

1. Qualifying School/Licensed Child Care Provider Activities

An eligible employee may take time off work for the following reasons:

- (a) to find, enroll, or re-enroll his/her child in a school or with a licensed child care provider;
- (b) to participate in activities of his/her child's school or licensed child care provider; and/or
- (c) to address a school or childcare provider emergency, which means that the employee's child cannot remain in a school or with a childcare provider due to:
 - (1) the child's behavioral or discipline problems;
 - (2) the closure or unexpected unavailability of the school or child care provider (excluding planned holidays); or
 - (3) a natural disaster, including but not limited to, fire, earthquake, or flood.

An employee cannot use more than eight (8) hours of time off in any calendar month (out of the forty (40) hours available each year) for the reasons in paragraphs 1(a) and/or (b).

If more than one eligible employee seeks planned time off work for the same child/children and qualifying school/licensed child care provider activity, and the employees work at the same worksite, the first employee at that worksite to request the time off will receive the time off. After the CITY makes the determination concerning who made the request first, the other employee(s) at the same worksite will only receive the time off if it is approved subsequently by their supervisor.

2. Notice of the Need for the Time Off Work/Absence

For time off work for school/licensed child care provider activities under paragraphs 1(a) and/or (b) above, an employee must provide notice to their supervisor of the need for time off work at least fourteen (14) calendar days in advance of the need for the time off. When fourteen (14) calendar advance notice is not reasonably possible, the employee must notify their supervisor of the need for the time off as soon as reasonably possible in advance of the time off.

When the time off work is for an emergency, as defined in paragraph 1(c) above, the employee must notify their supervisor as soon as possible before taking the time off work, if reasonably feasible. If such notice before taking the time off work is not reasonably feasible, the employee must provide the notice to the supervisor as soon as reasonably possible thereafter.

Upon the CITY's request, employees must provide to the CITY written verification from the school or licensed child care provider that the employee engaged in a qualifying school/licensed child care provider activity on a particular date and time.

3. Use of Accrued, Available Paid Leave to Cover the Time Off Work/Absence

When an employee takes time off work for a planned absence for an above qualifying reason, the employee must use accrued, available Annual Leave and/or Comp Time to cover the time off work, and any remaining amount of time off not covered by the accrued, available Annual Leave and/or Comp Time shall be unpaid. For an unplanned time off work/absence due to an emergency as defined above, the employee can elect to use accrued, available Annual Leave and/or Comp Time in order to receive pay for all or part of the time off work. Otherwise, any time off work not covered by Annual Leave and/or Comp Time shall be unpaid.

Employees who are a parent or guardian of a child suspended from school may take time off to comply with the school's request, under California Education Code section 48900.1, that the employee attend the child's school. Prior to taking the time off for this purpose, the employee shall notify their supervisor as soon as reasonably possible, and, if feasible, at least fourteen (14) calendar days before the date of the school attendance date, and provide to the employee's supervisor a copy of the school's request. The employee's time off from work will be unpaid, unless the

employee elects to use accrued, available Annual Leave and/or Comp Time for the work absence.

I. ANNUAL LEAVE

1. All employees covered by the terms and conditions of this MOU shall accrue Annual Leave per the following schedule:

Years of Service	Annual Accrual	Maximum Accrual
1 to 3 years	168 hours per year	594 hours
4 to 6 years	192 hours per year	594 hours
7 to 10 years	216 hours per year	594 hours
11 to 15 years	232 hours per year	594 hours
16+ years	272 hours per year	594 hours

2. The maximum amount of scheduled Annual Leave time which may be taken shall be thirty (30) working days in a fiscal year unless used for sick leave purposes. Additional Annual Leave for exceptional situations may be granted on a case-by-case basis by the City Manager.
3. A minimum of eighty (80) hours of leave (a combination of Administrative, Annual, or Floating Holidays) must be used each fiscal year by the employee.
4. Annual Leave may be accrued up to a maximum of five hundred and ninety-four (594) hours. When this maximum amount is reached, the employee will no longer accrue additional Annual Leave. Annual Leave accruals will re-commence in the pay period in which the use of Annual Leave reduces the balance below the maximum allowed. It is incumbent upon the employee to manage their accrued annual time off so as not to exceed the maximum amount of five hundred and ninety-four (594) hours.
5. Represented employees who have a balance of at least one hundred and sixty (160) hours of Annual Leave and have used a minimum total of eighty (80) hours of Annual Leave in the past fiscal year can cash out a maximum of fifty (50) hours of Annual Leave on the first payday in June and December each year. Starting with calendar year 2025, cash-out of annual leave must be irrevocably designated in writing the amount of leave to be cashed out in the year preceding the cash-out. Cash-out is at the employee’s rate of pay at the time paid. Finance will supply the irrevocable designation form via email to all affected employees in November of 2024 and each November thereafter. Forms will be due back to Finance by December 31st of each year.
6. Earned and accrued Annual Leave, not being taken as sick leave, may be taken before the completion of the first year of service with the approval of the City Manager or designee.

Earned and accrued Annual Leave may be taken for the purpose of sick leave after the completion of ninety (90) days of CITY service and does not require City Manager approval. See Section 3.01(F) below for requirements related to the use of Annual Leave as sick leave.

7. Holidays falling within the scheduled Annual Leave period shall not be considered as part of an employee's Annual Leave. Should a holiday be declared during an employee's Annual Leave period, an equivalent number of Holiday Leave Bank hours will be used instead of Annual Leave. Illness occurring during a scheduled Annual Leave period shall not be considered as unscheduled (sick) leave.
8. Any employee who is eligible for Annual Leave benefits and terminates their employment with the CITY will be paid for any unused Annual Leave hours.
9. Use of Annual Leave in excess of eighty (80) consecutive hours, excluding usage for qualified sick leave, will require the City Manager's approval.

J. SICK LEAVE

1. Personal Sick Leave:

When an employee is absent from work due to personal illness, injury, a health-related reason (such as the diagnosis, care, or treatment of a health condition), or preventative care, said leave time shall be taken and paid from accrued Annual Leave and/or the employee's Sick Leave Bank (if any frozen sick leave hours are in the Sick Leave Bank).

2. Family Sick Leave:

When an employee is absent from work, or needs a leave of absence due to an illness, injury, or health-related reason (such as the diagnosis, care, or treatment of a health condition) or preventative care of a qualified family member, said leave time shall be taken and paid from accrued Annual Leave and/or the employee's Sick Leave Bank (if any frozen sick leave hours are in the Sick Leave Bank).

For the purpose of Family Sick Leave, a qualified family member means the employee's: child (includes any age or dependency status, or for whom the employee is a legal ward or stands in loco parentis), parent (includes the person who stood in loco parentis of the employee as a child), parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling.

3. Other Statutory Use:

Leave time shall be taken and paid from accrued Annual Leave and/or the employee's Sick Leave Bank (if any frozen sick leave hours are in the Sick Leave Bank) to cover an

absence for an employee who is a victim of domestic violence, sexual assault, or stalking to:

- (a) Obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or their child(ren).
- (b) Obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

4. Medical Certification:

In the event of sick leave absences due to personal illness or injury, which exceeds three (3) consecutive workdays, the Department Head or Human Resources may require a physician's statement indicating the employee's fitness to return to work.

5. Sick Leave Bank:

- A. All sick leave hours which were accumulated since the employee's date of hire up to and including the pay period ending July 6, 1996, were frozen and placed in a Sick Leave Bank for each eligible employee. This Sick Leave Bank shall remain available for the employee's use during their employment for qualifying absences for illnesses, injury, preventative healthcare, or any other reason allowed by law for the use of sick leave which results in an absence of one (1) day or more.
- B. At the time of an employee's resignation, employees shall be eligible to receive a payment of fifty percent (50%) of the unused Sick Leave in their Sick Leave Bank at the employee's current rate of compensation. Employees retiring from the CITY will receive the value of fifty percent (50%) of the unused Sick Leave in their Sick Leave Bank at the employee's current rate of compensation which will be deposited directly into a Retirement Health Savings account. The remaining accumulated but unused sick leave hours cannot be used for any purpose other than CalPERS service credit for employees who are retiring.

K. ADMINISTRATIVE LEAVE

Each employee will accrue Administrative Leave at the rate of 2.3077 hours per pay period for up to a maximum of sixty (60) hours per year.

Employees separating from service with the CITY will be compensated for all accumulated but unused hours of Administrative Leave. Payment shall be made at the employee's current rate of compensation.

Employees are allowed to sell back up to twenty (20) hours of accumulated but unused hours of Administrative Leave each fiscal year, payable on the first payday in June.

Payment shall be made at the employee's current rate of compensation. Starting with calendar year 2025, cash-out of Administrative Leave must be irrevocably designated in writing the amount of leave to be cashed out in the year preceding the cash-out. Cash-out is at the employee's rate of pay at the time paid. Finance will supply the irrevocable designation form via email to all affected employees in November of 2024 and each November thereafter. Forms will be due back to Finance by December 31st of each year.

Employees who are eligible for overtime will not receive Administrative Leave.

L. LEAVE OF ABSENCE WITHOUT PAY

In the event an employee has exhausted all paid leave accruals, an employee may be allowed a Leave of Absence Without Pay for a period not to exceed six (6) months. This can be initiated by a written request from the employee or a family representative if the employee is unable to make the request. The request shall be directed to the employee's Department Head, who will forward it with a written recommendation to the City Manager for review and approval. The City Manager's decision to approve or deny the request shall be final in all cases.

During such Leave of Absence Without Pay, no credits for Annual Leave and Holidays will be accrued, and the employee will be excluded from all other compensation and fringe benefits. However, the employee may, at their own discretion and cost, take advantage of the Consolidated Omnibus Budget Reconciliation Act ("COBRA") program so that applicable health benefits may continue.

M. DISABILITY LEAVE

1. Workers' Compensation Leave:

When an employee is unable to work due to an accepted work-related injury, the employee shall receive Total Temporary Disability (TTD) benefits as provided by law. For sixty (60) workdays, the CITY shall pay the employee the difference between their regular base salary and the amount of the TTD payment. Any partial day off will count as a full day towards the sixty (60) days. Beyond the sixty (60) workdays of TTD, the employee shall have the option of using accumulated Annual Leave to supplement the TTD, provided the combined amount received from TTD and the supplement does not exceed one hundred percent (100%) of the employee's base salary.

During a pay period wherein an employee is supplementing their TTD with accrued Annual Leave, the employee will continue to accrue all paid leave and benefits at their normal rate. This supplement shall be, at a minimum, equal to the employee's bi-weekly accrual rate.

2. Non-Industrial Disability Leave:

When an employee is unable to work due to a non-industrial illness or injury, the employee shall have the option to use accumulated paid leave to cover the period of absence.

During a pay period wherein an employee is on paid leave for any portion thereof, the employee will continue to accrue all paid leave and benefits at their normal rate. In the event an employee is no longer in a paid status for any portion of a pay period, then the provisions of a Leave of Absence Without Pay in Article 3.01(H) will apply.

ARTICLE 3.02 WORK SCHEDULES

The CITY's standard work schedule is a fixed 5/8 Monday-Friday work schedule. All other work schedules are alternative work schedules, including 9/80, 4/10, 3/12, and remote work. The CITY shall have the right to change the work schedule for a vacant position with 15 days' notice to the ASSOCIATION without the requirement to meet and confer over the decision to change the shift. However, the ASSOCIATION may meet and confer over the impact of the decision. The CITY may also make any singular position or division/department wide schedule changes to existing employees, but must complete meet and confer with the ASSOCIATION per the requirements of the MMBA before implementing any such change.

A. WORKWEEK

The City defines the FLSA workweek for non-exempt employees as beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday, except for employees on a 9/80 or 3/12 work schedule.

B. WORKWEEK FOR 9/80 WORK SCHEDULE

Employees working a 9/80 work schedule will have a regular day off every other week as determined by the City. For such employees working a 9/80 work schedule, each employee's designated workweek shall begin exactly four hours after the start of his/her eight-hour shift on the day of the week that corresponds to the employee's alternating regular day off.

C. WORKWEEK FOR 3/12 WORK SCHEDULE

Public Safety Dispatcher Supervisors working a 3/12 work schedule will have an alternating regular day off every other week as determined by the City. For such employees working a 3/12 work schedule, each employee's designated workweek shall begin exactly four hours after the start of his/her eight-hour shift on the day of the week that corresponds to the employee's alternating regular day off.

D. WORKWEEK FOR 4/10 WORK SCHEDULE

The parties have agreed to implement a 4/10 work schedule that provides for City Hall to be open Monday through Friday. The 4/10 work schedule for full-time employees can be any combination of workdays that allows an employee to be scheduled for four (4)

consecutive ten (10) hour days totaling forty (40) hours of work in each defined FLSA workweek.

Approval of work schedules will be determined by the Department Head, with the assistance of the Human Resources Division and the approval of the City Manager. All requests by employees to work a 4/10 schedule must be in writing, approved in writing, with the specific defined workweek and work schedule identified in the approval, and placed in the employee's personnel file. The City's intent regarding 4/10 work schedules is for their use wherever feasible when requested by the employee and consistent with the operational needs of the department and the City. The City may cancel an approved 4/10 work schedule by providing the employee with no less than fifteen (15) days but with the goal of providing thirty (30) days advance notice. Employees wishing to change or cancel 4/10 work schedules must also provide at least fifteen (15) days but with the goal of providing thirty (30) days advance notice and obtain written approval from their Department Head, which must also be copied to Human Resources.

The parties recognize that there may be work demands that prevent every employee from being approved to work their first choice of workdays. In that case, every effort will be made to address the conflict and work demands within the department. If a mutual agreement cannot be reached, then preference will be given to the employee with the greatest City seniority. City seniority is defined as the date of hire. Employees working 4/10 work schedules are prohibited from changing or switching their regular days off without prior approval from their Department Head due to the likelihood that overtime will result. Changes to the work schedule agreement must be made in accordance with this MOU and the Work Schedule Policy.

SECTION 4 – WORKING CONDITIONS

ARTICLE 4.01 PROBATION PERIOD

A. INITIAL PROBATION:

All newly hired employees shall serve a twelve (12) month probation period commencing on the designated effective date of initial employment.

B. PROBATION FOLLOWING PROMOTION:

All newly promoted employees shall serve a six (6) month probation period commencing on the designated effective date of promotion. If the newly promoted employee does not pass probation as determined by the CITY, the CITY shall return the employee to their previous position prior to the promotion.

C. PROBATION FOLLOWING RECALL:

A former employee who is recalled to a classification in which they never completed the required probation period prior to layoff shall have a new twelve (12) month probationary

period, or who is recalled to a new classification which they have never previously held, shall serve a six (6) month probation commencing on the designated effective date of re-employment.

A former employee who had passed the required probation period prior to layoff for the same classification to which they are recalled, was laid off for a period of greater than twelve (12) months and is subsequently recalled to a classification other than that held immediately prior to the layoff shall serve a three (3) month probation period commencing on the designated effective date of re-employment.

A former employee who had passed the required probation period prior to layoff, was laid off for a period of twelve (12) months or less and is recalled to the same classification which they held immediately prior to the layoff shall not be required to complete an additional probation period upon recall.

D. PERFORMANCE EVALUATION DURING PROBATION:

Each employee serving a probationary period shall, in accordance with CITY policies in the Employee Handbook as revised in November 1997, receive at least one (1) performance evaluation during their probationary period. Such evaluation will be done at the end of the first six (6) months of employment.

E. EMPLOYMENT STATUS DURING PROBATION:

Probationary employees, excluding those on a promotional probation, are considered “at will” employees and serve at the pleasure of the City Manager. They may be discharged at any time during the probationary period for any reason, with or without cause, and with no rights of appeal.

Employees who are on probation following a promotion retain their regular employment status with the CITY and may not be discharged from employment without cause. However, such employees may be returned to their former position during the probationary period with or without cause and with no rights to appeal.

ARTICLE 4.02 UNFAIR EMPLOYEE RELATIONS PRACTICE

It is agreed that it shall be an unfair employee relations practice for the CITY and/or the ASSOCIATION or its representatives:

- A. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in this MOU.
- B. To refuse to meet and confer in good faith with the ASSOCIATION, or its representatives to refuse to meet and confer in good faith with the CITY on matters within the scope of representation.

ARTICLE 4.03 GRIEVANCE PROCEDURE

The CITY and the ASSOCIATION agree to meet and confer in order to amend the existing grievance procedure by clarifying language and establishing acceptable time frames for the filing of grievances.

A. MATTERS SUBJECT TO THE GRIEVANCE PROCEDURES

A grievance is a complaint by an employee or the employee's ASSOCIATION that the employee has been adversely affected due to a misinterpretation or misapplication of this MOU, any other work rules, conditions of employment, or regulations of the CITY or department, or actions of management regarding employee relations. Disciplinary actions are subject only to the provisions of the disciplinary procedures section of this MOU and are not subject to the procedures of this section.

1. No punitive action will be assessed against an employee for utilizing the grievance procedure.
2. In a hearing or meeting with the supervisor, Department Head, or City Manager called to resolve a grievance, a maximum of two employees, or ASSOCIATION representatives, which may or may not include the grievant, may be excused from work, with the exception of those called as witnesses when both parties agree they are necessary to determine certain facts.
3. The preparation of grievances shall not unreasonably interfere with the employee's regularly assigned duties.
4. At any stage of the grievance process, both parties are entitled to representation.

B. INFORMAL GRIEVANCE PROCEDURES

Every effort shall be made to resolve a grievance through discussion between the employee, and/or the employee's designated representative, and the employee's immediate supervisor. If, after such discussion, the employee does not feel the grievance has been satisfactorily resolved, the employee shall have the right to discuss the matter with the supervisor's superior within the department. The informal grievance process shall be commenced not later than twenty (20) calendar days after the employee/ASSOCIATION knew or reasonably should have known of the occurrence which is the subject of the grievance. Failure to timely initiate the grievance procedure, and to meet with the supervisor's superior not later than twenty (20) calendar days after being advised of the supervisor's decision, shall be a bar to further processing of the grievance.

B. FORMAL GRIEVANCE PROCEDURES

If the employee is not in agreement with the decision rendered in the informal grievance procedure, the employee shall have the right to present a formal grievance in writing to

the Department Head within twenty (20) calendar days after receipt of the decision at the informal grievance step. The Department Head shall meet with the employee and/or the employee's designated representative within twenty (20) calendar days after receipt of the written grievance. The Department Head shall review the grievance, render a decision in writing, and return it to the employee and/or the employee's designated representative within twenty (20) calendar days after meeting with the employee or the employee's designated representative.

D. APPEAL PROCEDURES

If the employee disagrees with the decision reached by the Department Head, the employee may present an appeal in writing to the City Manager within twenty (20) calendar days after the employee's receipt of the Department Head's decision. The City Manager shall set a meeting with the employee and/or the employee's designated representative to discuss the grievance within twenty (20) calendar days. Within twenty (20) calendar days following the meeting, the City Manager shall deliver a copy of the decision to the employee and/or the employee's designated representative. The City Manager's decision shall be final.

F. EXTENSION OF TIME LIMITS

All time limitations imposed by the grievance procedures described in this section may be extended by mutual written agreement between the CITY and the employee.

ARTICLE 4.04 DISCIPLINARY AND APPEALS PROCEDURE

- A. STANDARDS OF CONDUCT. All employees are expected to adhere to standards of reasonable and prudent conduct.
- B. APPLICABILITY OF DISCIPLINE. Disciplinary action may be taken against any non-elected employee of the CITY. Employees represented by the ASSOCIATION shall have rights to the notice and hearing requirements set forth in this section.
- C. DISCRETION IN DISCIPLINARY ACTION. The City Manager, Department Head, and supervisors may exercise their discretion in applying discipline appropriate to the employee's offense(s) and work record with the CITY.
- D. PERMITTED DISCIPLINARY ACTION. Any one or combination of the following disciplinary actions may be taken against any employee for offenses stated in this section or for any other just cause:

- Oral admonishment
- Directive Memorandum
- Corrective Counseling Memorandum

Written reprimand
 Suspension Without Pay
 Reduction in salary
 Demotion
 Dismissal

- E. ORAL ADMONISHMENT. Pre-disciplinary oral admonishments should be given in private. The supervisor shall include in the admonishment a review of appropriate departmental and/or CITY standards and policies, employee performance expected in the future and the likely consequences of failure to correct performance or behavior within the period of time determined by the Department Head. Oral admonishments shall be memorialized in writing.
- F. DIRECTIVE MEMORANDUM. When oral communication has not been sufficient, a pre-disciplinary directive memorandum can be issued to inform and direct the employee in writing on how to complete a task and perform correctly in the future. It may also be used to give general direction to one or more employees.
- G. CORRECTIVE COUNSELING MEMORANDUM. A pre-disciplinary formal counseling process includes a dialogue between the supervisor and the employee and results in a corrective memorandum issued to the employee, which informs the employee that even after the previous direction, a task is still being completed incorrectly. This is a warning that further occurrences may result in disciplinary action and is the last pre-discipline step. The memorandum requires correction of performance.
- H. WRITTEN REPRIMAND. A written reprimand shall be prepared for the continued or more serious offense. The reprimand shall take the form of a memorandum, including a full, accurate, and factual statement of the reason for the reprimand. The memorandum shall be given to the employee in private. The supervisor shall explain appropriate departmental standards and policies, employee performance expected in the future, and likely consequences of failure to correct performance or behavior within the period of time determined by the Department Head. A copy of the memorandum shall be placed in the employee's personnel folder. The employee may respond to the memorandum in writing within fourteen (14) calendar days and have such a response placed in the employee's personnel folder. A dated copy of the written reprimand shall be released to the employee.
- I. SUSPENSION WITHOUT PAY. When the employee's undesirable conduct has been continuous, repeated, or is deemed by management to be of such severity that lesser penalties are inadequate or have proved ineffective, the Department Head may impose a suspension without pay. Such suspension shall occur only after the notice procedures specified in subsections M through P have been complied with and shall be subject to appeal in accordance with subsections Q through U of this section.

J. REDUCTION IN SALARY. In lieu of, or in addition to other forms of discipline, when facts justify, the Department Head may impose a reduction in salary upon the employee to a lower step on the present salary range or to a lower salary range, as may be appropriate. The reduction may be for a limited period or an extended period, as specified by the Department Head. Any reduction in salary shall be subject to the notice procedures specified below in subsections M through P and shall be subject to appeal in accordance with subsections Q through U of this section.

K. DEMOTION. In lieu of, or in addition to other forms of discipline, when facts justify, the Department Head shall have the right to demote an employee for unsatisfactory performance. An employee is demoted by moving to a lower class with an appropriate reduction in pay or a reduction in pay step. A new anniversary date shall be established.

Any demotion shall be subject to the notice procedures specified below in subsections M through P and shall be subject to appeal in accordance with subsections Q through U of this section.

L. DISMISSAL. When the employee's conduct has been of a continuous nature, uncorrected by previous discipline or is of such a nature as to make further employment not in the CITY'S interests, or for other good cause, the Department Head shall have the right to dismiss the employee. Dismissal shall be final termination of the employee's employment. Any action of dismissal shall be taken only in compliance with the notice procedures specified below in subsections M through P and shall be subject to appeal in accordance with subsections Q through U of this section.

M. PRE-DISCIPLINARY PROCEDURES. An employee being considered for any discipline involving loss of time or wages shall be ensured due process through the application of subsections N through P of the pre-disciplinary steps described in this section.

N. WRITTEN NOTICE. Written notice of any proposed disciplinary action shall be given to the employee in private. This notice shall include the proposed action, the intended effective date and the specific reasons for such action. A written copy of the allegations of misconduct and the grounds for such allegations shall also be included, along with a copy of all supporting documentation upon which the department expects to rely. The employee is entitled to copies of all materials on which the allegations are based, if there are any. The employee's right to respond orally or in writing, the right to respond in person or through a designated representative, the time in which the response should be made and to whom and where it should be made shall be specified in the notice of intended discipline.

O. EMPLOYEE RESPONSE. An employee is entitled to a reasonable time, not to exceed fourteen (14) calendar days, to answer a notice of proposed discipline. The Department Head may grant an extension of the response period if the employee can demonstrate a reasonable need. Should an employee respond, the Department Head shall consider the response in reaching a decision or disciplinary action. The employee is entitled to respond

in writing or orally, personally or through a designated representative, or any combination thereof. If the employee requests a meeting to present a response, the meeting shall not be conducted as an adversarial hearing. The employee may neither cross-examine the department's witnesses nor present a formal case to support the response. The employee shall be given the opportunity to make any representations the employee believes might affect the disciplinary decision. Extensions shall be permitted only with the consent of the Department Head. If the employee fails to respond within the time specified, the Department Head may proceed with a decision.

The Department Head has the right to conduct further investigations. If new charges result from this investigation, the employee shall be given another opportunity to respond.

- P. DEPARTMENT HEAD'S RESPONSE. The Department Head shall provide a written answer to an employee's response at the earliest practical date, not to exceed fourteen (14) calendar days following the response of the employee. The Department Head shall deliver the notice of decision to the employee at or before the time when the action will be effective. The answer shall be dated and signed by the Department Head. The answer shall inform the employee which of the reasons and grounds in the notice of proposed discipline have been sustained. The answer shall include a statement of the employee's right to appeal, as provided herein. Additionally, the time limit for an appeal and the specific discipline to be imposed or the decision not to impose discipline shall be detailed in the answer. The effective date of discipline shall be included in the answer.

If the Department Head's decision results in a finding that the discipline is appropriate, the disciplinary action shall be immediately implemented, with restitution/reinstatement, if any, being made following conclusion of the City Manager level appeal.

- Q. APPEAL OF DISCIPLINARY ACTIONS. Any employee may appeal the imposition of discipline within fourteen (14) calendar days after the receipt by the employee of the Department Head's answer. Appeals from discipline shall be in writing, signed by the appellant or the appellant's representative, and delivered to the City Manager.
- R. APPEAL HEARING. Upon receipt of a timely letter of appeal, the City Manager shall set a time for a hearing. The hearing shall be held within thirty (30) calendar days after receipt of the appeal letter. The City Manager shall give not less than seven calendar days' written notice to the appellant, and any such person requesting same, of the time and place of such hearing. Said hearing shall be scheduled during normal City Hall business hours. The hearing may be open to the public or closed at the appellant's option. The appellant may appear personally and represent himself/herself or be represented by another of the appellant's choosing.
1. During the examination of witnesses, all other witnesses, except the parties, shall be excluded from the hearing unless the City Manager, in his or her discretion and for good cause, otherwise directs.

2. No photography, still, or motion video shall be taken in the hearing room during the hearing. Audio recording will be permitted.
 3. The City Manager, prior to or during a hearing, may grant a continuance for any reason deemed to be important to the manager in reaching a fair and proper decision.
 4. The City Manager shall give all parties to the action a reasonable opportunity to be heard on relevant issues. The department's representative shall first present an opening statement and oral and/or documentary evidence in support of the department's position. The appellant may present oral or documentary evidence and may cross-examine any witness called by the department. The appellant may make an opening statement on the appellant's behalf. The department's representative may cross-examine any witness called by the appellant. Both the department and the appellant may present rebuttal evidence. The department may then make a closing statement, followed by the appellant.
 5. The City Manager shall not be bound by technical rules of evidence.
 6. The City Manager may, at the Manager's discretion, appoint a hearing officer to conduct the hearing on the Manager's behalf and to report findings and recommendations to the Manager for final decision. In this case, a copy of the hearing officer's report shall be provided to the appellant.
- S. FINDINGS AND DECISIONS. The City Manager shall, within fourteen (14) calendar days after the conclusion of the hearing or of receipt of a hearing officer's report, cause findings and a decision to be prepared in writing. The City Manager shall determine whether the action of the Department Head is supported by the evidence. Should the City Manager find that none of the charges are supported by the evidence presented, the decision shall be that no disciplinary action be taken. A decision not to impose discipline shall be accompanied by a directive from the City Manager to delete all references to the appealed action from the appellant's personnel file. Should the City Manager find that any or all of the charges are supported, the Manager shall affirm, overrule or modify in whole or in part the Department Head's disciplinary action. The City Manager shall cause a copy of the findings and decision to be delivered to the appellant and the appellant's designated representative. A copy will be forwarded to Human Resources for inclusion in the appellant's personnel file.
- T. APPELLANT'S STATUS DURING APPEAL. If the pre-disciplinary meeting with the Department Head results in a decision that discipline is appropriate, the disciplinary action shall be immediately implemented, with restitution/reinstatement, if any, being made following the conclusion of the City Manager level appeal.
- U. TIME LIMITS. All time limitations of this section may be extended or shortened by mutual agreement of the parties.

ARTICLE 4.05 POLITICAL ACTIVITIES

- A. While employees are encouraged to vote before or after their normal work hours, any employee entitled to vote in a public election shall be afforded the necessary time off to do so in accordance with applicable law.
- B. Employees shall strictly observe all rules of the CITY relating to political activity while on duty.

ARTICLE 4.06 PROHIBITION OF STRIKES

- A. The ASSOCIATION, its officers, and members, shall neither cause nor counsel its members or any non-represented employees to strike for any reason, nor shall it in any manner cause them to directly or indirectly to commit any concerted acts of work stoppage, slow down, or refusal to perform any customarily assigned duties for the employer, namely, the CITY, for any reason. The occurrence of any such acts or actions prohibited in this section by the ASSOCIATION shall be deemed a violation of this MOU.
- B. In applying the provisions of this section, all of its terms used here shall be given the meaning commonly understood.
- C. The ASSOCIATION shall not be liable where the acts or actions previously enumerated are not caused or authorized directly or indirectly by the ASSOCIATION.

ARTICLE 4.07 SUBSTANCE ABUSE POLICY

It is the responsibility of all affected employees to cooperate to protect the lives, personal safety, and property of co-workers and fellow citizens. All employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers. Towards this goal, employees will follow the CITY's Drug-Free Workplace Policy, which has been established and maintained separately from this MOU.

ARTICLE 4.08 LAYOFF AND RETURN POLICY

PURPOSE: To provide a policy to be followed in the event of a reduction in the workforce and subsequent recall for employment of affected employees represented by the ASSOCIATION.

A. LAYOFF

The CITY reserves the right to lay off employees for lack of work, budgetary reasons, technological changes, or other CITY actions that necessitate a reduction in the workforce. In the event of a layoff, it is the intent of the CITY to retain the most qualified employees.

1. The Department Head, in consultation with Human Resources, as approved by the City Manager, will implement the layoffs.

2. In the event of a layoff, temporary, seasonal, part-time, or probationary employees within the affected class shall be laid off first. Contracts for services for duties performed by the affected classification shall be eliminated prior to layoff, except for contracts requiring specialized knowledge, skills, and abilities for the project(s). Subsequent layoffs within the CITY will be accomplished in the following order:
 - a. Seniority within the affected classification.
 - b. Seniority with the CITY.
 - c. Performance, based on the most recent performance evaluation in the employee's personnel file.
3. A laid-off employee shall be entitled to "bump" to a position in a classification in the ASSOCIATION which she/he formerly held a full-time, non-probationary appointment and in which there is an employee with less CITY seniority, and if physically and mentally able to perform the duties of the former class. The displaced employee shall be considered as laid off for the same reason as the person who displaced him/her and shall, in the same manner, be eligible to "bump" to a position and class in which she/he formerly held a full-time, non-probationary appointment. In the event of a tie, performance evaluations shall be utilized in effecting the layoff.
4. When practical, notice of layoff shall be given with as much advance notice as possible, but no less than fourteen (14) calendar days before the implementation date. When said notice cannot be given, the employee shall be provided with compensation equal to the number of hours the employee would have typically worked during the fourteen (14) calendar days following said notice.
5. Laid-off employees shall receive compensation, less required taxes, only for applicable accumulated Annual Leave, holiday compensation, comp-time, and unused Administrative Leave he/she has due. Annual Leave shall be compensated based on the total number of accrued Annual Leave hours multiplied by the employee's base hourly rate of pay. Employees shall be compensated with a payment of the unused Sick Leave balance pursuant to Section 1.12(F) of this MOU.
6. An employee shall not continue to accumulate seniority, Annual Leave, or any other service-related benefits during the period of time he or she is laid off.

B. RECALL LIST

The names of full-time, permanent employees who have been laid off shall be placed on a recall list for the position held at the time of layoff for a period not to exceed twenty-four (24) months.

Individual names may be removed from the recall list for any of the following reasons:

1. The expiration of twenty-four (24) months from the date of placement on the list.
2. Re-employment with the CITY in a regular full-time position.
3. Failure to respond within fourteen (14) calendar days of mailing a certified letter regarding availability for employment. The certified letter shall be mailed to the employee's last known address.
4. Failure to report to work within fourteen (14) calendar days of mailing a certified letter containing a notice or recall to a position.
5. Written request to be removed from the list.

C. RECALL

In the event of a recall from a layoff, employees shall be recalled in reverse order of lay-off, providing that the recalled employee meets the minimum qualifications for the position to be filled.

1. The classification for which the employee may be recalled to fill may be at a lower classification than the one which the employee held prior to being laid off. Financial compensation for recalled employees would be within the CITY's salary range for the classification being filled through the recall process. Returning employees shall be entitled to seniority accrued prior to layoff. All recalled employees shall serve a probationary period in accordance with Section 1.09 of the MOU between the CITY and ASSOCIATION.
2. All returning employees must successfully pass a physical examination appropriate for the respective job classification so as to ensure the returning employee is medically capable of performing the required duties.
3. When vacancies occur, the CITY shall utilize the recall list prior to conducting an outside recruitment for positions represented by the ASSOCIATION.
4. Full-time, permanent employees who have been laid off and later recalled within twenty-four (24) months of placement on a recall list shall, on recall, have the same retiree health insurance vesting rights for purposes of computing CITY-funded retiree health insurance benefits, as was held by the employee at the time of layoff.

ARTICLE 4.09 OTHER ITEMS

City policies, procedures, rules, and regulations which are not specifically addressed in the MOU shall continue to be handled in accordance with the existing Personnel Rules and Regulations Resolution No. 91-64, Employee Relations Resolution No. 93-214, and the Employee Handbook as revised in November 1997 (until such time as they are revised).

During the term of this MOU, upon written request by the CITY, the ASSOCIATION agrees to re-open the MOU and meet and confer on the following:

- A. Update to the CITY's Employer-Employee Relations Resolution and/or local labor relations rules and procedures;
- B. Update to the CITY's Personnel Rules; and
- C. Creation or updates to CITY policies that do not conflict with the express terms of this MOU."

ARTICLE 4.10 JOINT DRAFTING

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any legal construction or interpretation to be made of this MOU, the same shall not be construed against any party.

APPROVALS

CITY OF MURRIETA

By: Justin Clifton
Justin Clifton
City Manager

MURRIETA SUPERVISORS' ASSOCIATION

By: Cara McDermott
Cara McDermott
President

By: Michael Amado
Michael Amado
Vice-President

By: Kayti Mathewson
Katherine Mathewson
Treasurer

EXHIBIT A

List of MSA-Represented Classifications

Associate Civil Engineer
Associate Planner
Building Inspections Supervisor
CAD/RMS Administrator
Circulation Supervisor
Library Services Supervisor
Civil Engineering Associate
Code Enforcement Supervisor
Community Services Manager
Engineering Manager
Geographic Information Services Administrator
Information Technology Program Administrator
Network Systems Engineer
Information Technology Analyst
Maintenance Manager
Maintenance Supervisor
Parks Maintenance Superintendent
Plan Review Supervisor
Police Records Supervisor
Public Safety Dispatch Supervisor
Public Works Inspection Supervisor
Principal Librarian
Recreation Supervisor
Senior Civil Engineer
Senior Planner
Supervising Librarian
Traffic Engineer



CITY OF MURRIETA

City Council Meeting Agenda

Report

10/7/2025
Agenda Item No. 4.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Justin Clifton, City Manager

PREPARED BY: Diego Chavez, Administrative Services Director

SUBJECT: Updated Murrieta Management, Professional, and Confidential Employees' Compensation Plan

RECOMMENDATION

Adopt Resolution No. 25-4890 entitled: *A Resolution of the City Council of the City of Murrieta, California, Approving an Updated Murrieta Management, Professional, and Confidential Employees' Compensation Plan.*

PRIOR ACTION/VOTE

On September 3, 2024, the City Council adopted Resolution No. 24-4785, approving an updated Murrieta Management and Confidential Employees' Compensation Plan (Vote: 5-0).

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

DISCUSSION

The compensation and benefits for the City's Management, Professional, and Confidential (MPC) employees are provided in the Management, Professional, and Confidential Employees Compensation Plan. The MPC Compensation Plan is adopted by resolution of the City Council. The MPC Compensation Plan covers approximately 62 different classifications and 77 authorized positions.

The MPC Compensation Plan was most recently amended on September 3, 2024. An updated MPC Compensation Plan has been prepared for the City Council's consideration. If adopted, the updated plan would supersede and replace the MPC Compensation Plan approved by the City Council on September 3, 2024. This updated document reflects the following changes:

1. Increased the monthly health contribution amount by \$45 from \$1,891.28 to \$1,936.28, effective January 1, 2026.

2. Updated the list of classifications subject to the MPC Compensation Plan to align with the schedule of authorized positions approved by the City Council in the Fiscal Year (FY) 2025/26 Operating Budget (added Capital Projects Program Manager and Homeless Services Manager; replaced Business Development Manager with Economic Development Manager; and replaced Parks & Recreation Manager with Parks & Community Services Manager).
3. Clarified that Department Heads assigned a vehicle are not eligible for an auto allowance.
4. Updated the minimum employer contribution amount required under the Public Employees' Medical and Hospital Care Act for 2026 (from \$158 per month to \$162 per month effective January 1, 2026).
5. Updated dates and grammar throughout the Compensation Plan.

FISCAL IMPACT

The fiscal impact of approving the proposed MPC Compensation Plan for FY 2025/26 is \$19,170, based on a six-month timeframe. The estimated annual cost is \$38,340. The FY 2025/26 monthly health contribution costs will be incorporated into the Operating Budget during an upcoming Budget Update.

ATTACHMENTS

1. Resolution No. 25-4890

RESOLUTION NO. 25-4890

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, APPROVING AN UPDATED MURRIETA MANAGEMENT, PROFESSIONAL, AND CONFIDENTIAL EMPLOYEES' COMPENSATION PLAN

WHEREAS, on October 15, 2019, the City of Murrieta ("City") City Council adopted Resolution No. 19-4171, approving the Management and Confidential Employees Compensation Plan (the "Plan"), establishing the level of compensation and benefits for the City's Management and Confidential Employees group ("M&C"), effective October 16, 2019; and

WHEREAS, on May 4, 2021, the City Council adopted Resolution No. 21-4392 approving amendments to the Plan; and

WHEREAS, on August 16, 2022, the City Council adopted Resolution No. 22-4606 authorizing updates to the benefits provided for in the Plan, although amendments were not incorporated into the Plan at that time; and

WHEREAS, on July 2, 2024, the City Council adopted Resolution No. 22-4772 approving an updated Plan; and

WHEREAS, on September 3, 2024, the City Council adopted Resolution No. 24-4785 approving an updated Plan, which included changing the Plan title to the Management, Professional, and Confidential Employees' Compensation Plan ("MPC Compensation Plan"), along with other revisions; and

WHEREAS, the City Council now desires to adopt an updated Plan to: i) increase the monthly health contribution amount to \$1,936.28, effective January 1, 2026; and ii) make miscellaneous clean-ups and amendments to make the Plan current.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the updated MPC Compensation Plan attached hereto as Exhibit A is adopted and shall be effective October 7, 2025. The MPC Compensation Plan shall supersede and replace the MPC Compensation Plan that was adopted on September 3, 2024.

Section 2. This resolution shall be effective upon its adoption.

PASSED, APPROVED, AND ADOPTED this 7th day of October 2025, by the City Council of the City of Murrieta, State of California.

Cindy Warren, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4890 was duly adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 7th day of October, 2025, and was signed by the mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

RECUSAL:

Cristal McDonald, City Clerk

CITY OF MURRIETA

**MANAGEMENT, PROFESSIONAL,
AND CONFIDENTIAL EMPLOYEES'**

COMPENSATION PLAN



UPDATED OCTOBER 7, 2025

**THE CITY OF MURRIETA
MANAGEMENT, PROFESSIONAL, AND CONFIDENTIAL EMPLOYEES
COMPENSATION PLAN
UPDATED OCTOBER 7, 2025**

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SECTION 1.01 INTENT AND PURPOSE

To maintain a distinct and separate procedure for establishing the compensation of Management, Professional, and Confidential employees. The employees in these groups, as designated below, shall be compensated as set forth in this Compensation Plan (hereinafter referred to as the MPC PLAN). Employees in these groups may not be represented by any employee association that also represents employees who are not in these groups.

The City of Murrieta (hereinafter referred to as "CITY") recognizes the special responsibilities and demands placed upon its Management, Professional, and Confidential employees. The CITY also notes the necessity to compensate these employees in order to maintain a high caliber of top leadership and administrative support. At the same time, the CITY expects certain levels of performance in return for compensation.

SECTION 1.02 IMPLEMENTATION

This document constitutes a recommendation to be submitted to the City Council of the City of Murrieta. This MPC PLAN is of no force or effect unless or until adopted by the City Council. This MPC PLAN supersedes all prior compensation plans.

SECTION 1.03 EFFECTIVE DATE

The updated MPC PLAN shall be effective October 7, 2025.

SECTION 1.04 CLASSIFICATIONS SUBJECT TO THE MPC PLAN

The following positions are subject to the components of the MPC PLAN:

Appointed: Appointed by the City Council.

- City Manager

Department Heads: Employees in this group are “At Will”, hold an exempt status, and serve at the pleasure of the City Manager.

Administrative Services Director
Assistant City Manager
City Clerk
Development Services Director
Director of Community Services
Director of Municipal Services

Director of Public Works/City Engineer
Deputy City Manager
Economic Development Director
Finance Director
Fire Chief
Police Chief

Management and Professional: Employees in this group are “At Will,” may hold an exempt status, and serve at the pleasure of the City Manager.

Accountant
Accounting Manager
Accounting Supervisor
Administrative Manager
Assistant City Clerk
Assistant to the City Manager
Building and Safety Manager
Building Official
Capital Projects Program Manager
City Engineer
City Planner
Code Enforcement Manager
Community Services Manager
Deputy City Clerk
Deputy Director Development Services
Deputy Fire Chief
Deputy Fire Marshal
Deputy Library Director
Disaster Preparedness Coordinator
Emergency Medical Services Nurse
Coordinator
Economic Development Manager
Engineering Manager

Financial Analyst
Finance Manager
Fire Marshal
Fire Prevention Battalion Chief
Homeless Services Manager
Human Resources Analyst
Human Resources Manager
Information Technology Manager
Library Manager
Management Analyst
Parks & Community Services Manager
Principal Civil Engineer
Public Information Officer
Public Safety Communications Manager
Records Manager
Risk Management Analyst
Senior Accountant
Senior Financial Analyst
Senior Human Resources Analyst
Senior Management Analyst
Senior Risk Management Analyst
Senior Program Manager

“At Will” Confidential Employees: Employees in this group are “At Will” and hold a non-exempt status, can earn overtime, and serve at the pleasure of the City Manager. Employees in this group are designated as such by virtue of the fact that they are privy to information regarding employee/employer relations.

Accounting Technician, Payroll
Accountant Trainee
Assistant Management Analyst
Executive Assistant
Human Resources Technician

Purchasing and Contracts Coordinator
Risk Management Technician
Senior Executive Assistant

SECTION 1.06 AT-WILL EMPLOYMENT STATUS

Notwithstanding any other provision of this MPC PLAN, the terms and conditions of employment for employees shall be as follows:

- A.** All newly hired Management, Professional, and Confidential employees are "At Will" employees who serve at the will and pleasure of the City Manager. They may be discharged at any time for any reason, with or without cause, and with no rights of appeal.
- B.** All Department Heads, Managers, Professional, and Confidential staff hired or promoted into an "At-Will" position in the MPC PLAN after July 1, 2008, will serve at the pleasure of the City Manager. Prior to the appointment, written acknowledgment from the appointee agreeing that they understand the At-Will status will be obtained. Such employees may be terminated from service at any time without notice.

"At Will" employees removed from service with the CITY shall be entitled to one (1) month's salary as Severance Pay for each year of employment with the CITY up to a maximum Severance Pay equal to six months' salary provided that the termination was not the result of a general lay-off. Employees will also be entitled to accrue up to 1000 hours of Annual Leave. Unused Annual Leave is paid out by the CITY upon termination of employment.

Salary ranges for Management, Professional, and Confidential employees who hold the "At Will" status shall be set at 2.5% higher than for comparable positions whose incumbents do not hold the "At Will" status. Any Management, Professional, or Confidential employee who was hired prior to July 1, 2008, may voluntarily agree to transfer to an "At will" status and will receive the 2.5% base pay increase. Additionally, they will be required to sign a written acknowledgment agreeing that they understand the "At Will" status, that they will serve at the pleasure of the City Manager, and that they may be terminated from service at any time without notice.

- C.** Each employee serving a probation period shall, in accordance with CITY policies, receive a performance evaluation during his or her probationary period.

SECTION 1.07 LEAVES - JURY, MILITARY, EDUCATION, ANNUAL, SICK, ADMINISTRATIVE, AND LEAVE OF ABSENCE.

All applicable leave accruals (i.e., Annual), unless otherwise specified in the MPC PLAN, are calculated and credited to each employee based upon an eight (8) hour workday. All leave hours taken shall be based upon the length of a given employee's work day (i.e., 8 hrs, 9 hrs, 10 hrs, 12 hrs) and charged against the applicable accrued leave balance. Partial day absences shall be charged against the employee's Annual, Holiday, Administrative or Sick Leave balances. In the event an exempt employee does not have sufficient time in his/her leave account to cover the absence, deductions without pay will be made on full days only.

A. JURY LEAVE

Employees who are called for jury service in any court in the State of California or in the United States shall be granted a paid leave of absence to serve as a juror.

An employee summoned to and serving on jury duty shall submit evidence of the summons to Human Resources and may be absent from duty with full pay. The employee shall be entitled to retain the mileage pay received for jury duty as partial or full reimbursement for the additional expenses associated with jury duty with no additional reimbursement by the CITY.

B. MILITARY LEAVE

Military leaves of absence shall be governed by the provisions of Sections 395 *et seq.* of the Military and Veterans Code.

C. FAMILY ILLNESS LEAVE

When employees need a leave of absence due to a family illness, said leave time shall be taken and paid from accrued Annual Leave.

NOTE: It is the intent of the CITY to comply fully with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1995, and the California Pregnancy Disability Leave Law. Nothing in this MPC PLAN is intended to restrict employees' rights under these laws.

D. BEREAVEMENT LEAVE

1. **Immediate Family.** For purposes of determining Bereavement Leave, the term "immediate family" is defined as spouse, domestic partner, child, parent, sibling, and grandparents; the aforementioned either natural, legally adopted, step or in-law, or any person over whom the employee acts as legal guardian, or a verifiable current member of the employee's immediate household. The CITY and the Association further agree that the definition of immediate family shall include an ex-spouse if the employee is escorting

dependent children to the funeral of an ex-spouse who was the parent of the dependent child or children.

2. **Travel Less Than 300 Miles.** Upon the death of an immediate family member whose memorial/burial services occur within less than 300 miles from the CITY, an employee may use up to three (3) work shifts of paid Bereavement Leave not chargeable to any other leave and an additional two (2) work shifts of any other leave or of unpaid leave for a total of five (5) work shifts.
3. **Travel More Than 300 Miles.** Upon the death of an immediate family member whose memorial/burial services occur 300 miles or more from the CITY, an employee may use up to five (5) work shifts of paid Bereavement Leave not chargeable to any other leave.
4. **Other Terms and Conditions of Use.** Bereavement Leave must be completed within three (3) months of the immediate family member's death and may be intermittent leave and is not required to be used in consecutive amounts. Intermittent leave shall equate to the number of equivalent hours as constitute the employee's normal work shifts as of the date Bereavement Leave is first requested. Employees are required to provide documentation to the CITY of the immediate family member's death within thirty (30) days of the first day of use of Bereavement Leave. "Documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The CITY shall maintain the confidentiality of any employee requesting leave under this section. Any documentation provided to the CITY regarding this leave shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

E. ANNUAL LEAVE

1. Employees covered by the terms and conditions of this MPC PLAN shall accrue Annual Leave per the following schedule:

Department Heads:

<u>Years of Service</u>	<u>Annual Accrual</u>	<u>Maximum Accrual</u>
1 to 5 years	192 hours per year (24 days x 8 hrs)	1000 hours
6 to 10 years	232 hours per year (29 days x 8 hrs)	1000 hours
11+ years	272 hours per year (34 days x 8 hrs)	1000 hours

Management, Professional, and At-Will Confidential Employees:

<u>Years of Service</u>	<u>Annual Accrual</u>	<u>Maximum Accrual</u>
1 to 3 years	168 hours per year (21 days x 8 hrs)	1000 hours
4 to 6 years	192 hours per year (24 days x 8 hrs)	1000 hours
7 to 10 years	216 hours per year (27 days x 8 hrs)	1000 hours
11 to 15 years	232 hours per year (29 days x 8 hrs)	1000 hours
16+ years	272 hours per year (34 days x 8 hrs)	1000 hours

2. The maximum amount of scheduled Annual Leave time that may be taken shall be thirty (30) working days in a fiscal year. Additional Annual Leave for exceptional situations may be granted on a case-by-case basis by the City Manager.
3. Employees are encouraged to use their Annual Leave to rest, relax and spend time with loved ones periodically. A minimum of 80 hours of leave (Administrative, Annual, and/or Floating Holiday) must be used each fiscal year by the employee, with prior approval. The 80 hours can be taken in increments and does not have to be in a consecutive block of time.
4. Annual Leave may be accrued up to a maximum of one thousand (1,000) hours. When the maximum amount is reached, the employee will no longer accrue additional Annual Leave. Annual Leave accruals will re-commence in the pay period in which Annual Leave is used and the balance is reduced below the maximum allowed. It is incumbent upon the employee to manage his or her accrued Annual Leave time off so as not to exceed the maximum accrual limit.
5. Earned and accrued Annual Leave may be taken before the completion of the first year of service with the approval of the City Manager or designee.
6. Holidays within Annual Leave period. Holidays falling within the scheduled leave period shall not be considered as part of an employee's vacation. Should a holiday be declared during an employee's Annual Leave period, an equivalent number of Holiday Leave hours will be used instead of Annual Leave. Illness occurring during a scheduled vacation period shall not be considered as unscheduled (sick) leave.
7. Unused Annual Leave. Any employee who is eligible for Annual Leave benefits and terminates his or her employment with the CITY will be paid for any unused Annual Leave hours.
8. Length of Annual Leave. Annual Leave in excess of eighty (80) consecutive hours will require the City Manager's approval.

9. When an employee is absent from work due to illness or a health related reason, said leave periods shall utilize Annual Leave with pay. In the event of absences due to illness or injury, the Department Head, in consultation with the Human Resources Director, may require a physician's statement indicating the employee's fitness to return to work
10. Twice each year, on the first payday in June and December, employees who have accrued at least 300 hours in their Annual Leave bank may request a cash payout of Annual Leave hours, but they must first irrevocably designate in writing the amount of leave to be cashed out in the calendar year preceding the cash-out and must accrue the amount to be cashed out after the designation. Cash-out is at the employee's rate of pay at the time paid. Finance will supply the irrevocable designation form upon request. Such requests shall be in writing to the Finance Department. This payment is taxable.

The maximum number of hours that can be cashed out in each sell-back period is 120 hours.

F. SICK LEAVE ACCUMULATED PRIOR TO JULY 1, 1996.

1. **ACTIVE EMPLOYEES:** All Sick Leave balances accumulated since the employee's date of hire up to and including the pay period ending July 6, 1996 are not added to Annual Leave, but are frozen and placed in a Sick Leave bank for the respective employee. This bank of prior Sick Leave shall remain for the employee's benefit and may be used for illnesses or injury resulting in an absence of one day or more. Employees may use Sick Leave hours in lieu of Annual Leave for any qualifying absence of 1 day or more.
2. **DEPARTING EMPLOYEES:** At the time of an employee's resignation, layoff, or retirement from the CITY, employees with continuous CITY employment of ten (10) years or more shall be eligible to receive payment for 50% of the unused Sick Leave in the Sick Leave bank at the employee's then rate of compensation. The remaining Sick Leave hours cannot be used for any purpose other than CalPERS service credit for employees who are retiring.

G. ADMINISTRATIVE LEAVE

Employees shall be granted Administrative Leave according to the following schedule:

Department Heads
120 hours/year

Management and Professional
80 hours/year

Beginning the first pay period following City Council adoption on October 15, 2019, employees will accrue a maximum of eighty (80) or one hundred twenty (120) hours of Administrative Leave per fiscal year, depending on their classification, and the leave will not be forfeited at the end of the fiscal year. Employees will begin accruing Administrative Leave at the rate of 3.0769 hours per pay period, up to a maximum of eighty (80) hours for Management Employees and 4.6153 hours per pay period, up to a maximum of one hundred twenty (120) hours for Department Heads. Employees separating from service with the CITY will be compensated for all hours on their balance.

Employees will be allowed to cash-out Administrative Leave one time each fiscal year, payable on the first payday in June, but they must first irrevocably designate in writing the amount of administrative leave to be cashed out in the calendar year preceding the cash-out and must accrue the amount to be cashed out after the designation. Cash-out is at the employee's rate of pay at the time paid. Finance will supply the irrevocable designation form upon request. Such requests shall be in writing to the Finance Department.

H. COMPENSATORY TIME (COMP TIME)

Employees who earn Compensatory Time in lieu of overtime may accrue such leave time up to a maximum of 80 hours at any given time.

Twice each year (in June and December), employees who have accrued compensatory hours may request to cash out all or a portion of these accrued hours. Requests must be made in writing to the Finance Department. The maximum cash-out in any year shall be eighty (80) hours.

I. LEAVE OF ABSENCE

It is the intent of the CITY to afford all rights of employment granted under State Workers' Compensation laws and State and Federal anti-discrimination laws. Furthermore, the CITY intends to comply fully with the Family Medical Leave Act of 1993, the California Family Rights Act of 1995, and the California Pregnancy Disability Leave Law. Nothing in this Compensation Plan is intended to restrict employees' rights under these laws.

Leave of Absence without Pay. An employee may be allowed a Leave of Absence without Pay. This can be initiated by a written request from the employee or a family representative if the employee is unable to make the request. The request shall be directed to the employee's Department Head, who will forward it with a written recommendation to the City Manager for review and approval. The City Manager's decision to approve or deny the request shall in all cases be final. The City Manager may grant an employee a Leave of Absence without Pay for a period not to exceed six (6) months. During such Leave of Absence without Pay, Annual

Leave, and Holiday Leave Bank credits will not accrue and the employee will be excluded from all other compensation and fringe benefits. However, the employee, at his or her discretion and cost, may take advantage of the C.O.B.R.A. program so that applicable benefits may continue.

During an approved Intermittent Leave of Absence without Pay, any time an employee works less than a full-time workweek, that period of time shall be counted towards the six-month limit of Leave Without Pay.

J. WORKERS' COMPENSATION LEAVE:

When an employee cannot work due to an accepted work-related injury, that employee shall receive Total Temporary Disability (TTD) benefits as provided by law. For sixty (60) workdays, the CITY shall pay the employee the difference between his/her regular base salary and the amount of the TTD payment. Any partial day off will count as a full day towards the sixty (60) days. Beyond the first 60 workdays of TTD, the employee shall have the option of using accumulated Annual Leave to supplement the TTD, provided that the combined amount received from TTD and the supplement does not exceed 100% of base salary.

During a pay period wherein an employee is supplementing his or her TTD with accrued Annual Leave, that employee will continue to accrue Annual Leave at their normal rate. This supplement shall be, at a minimum, equal to the employee's bi-weekly accrual rate.

SECTION 1.08 HOLIDAYS

A. The approved CITY holidays shall be as follows:

1. January 1st, known as New Year's Day
2. Dr. Martin Luther King Holiday
3. The third Monday in February, known as "Presidents' Day"
4. The last Monday in May, known as "Memorial Day"
5. July 4th, known as "Independence Day"
6. The first Monday in September, known as "Labor Day"
7. November 11th, known as "Veterans' Day"
8. Thanksgiving Day
9. The day after Thanksgiving
10. December 24th, known as Christmas Eve
11. December 25th, known as Christmas Day
12. December 31st, known as New Year's Eve
13. Floating Holiday (may be used anytime during the year)

B. Holiday Value: The hour value for each holiday shall be equivalent to the employee's authorized work schedule (e.g., If the holiday falls on a regularly scheduled eight (8) hour workday, the value of the holiday leave is eight (8) hours. If the holiday falls on a regularly scheduled nine (9) hour workday, the value of the holiday leave is nine (9) hours. If the holiday falls on a regularly scheduled ten (10) hour workday, the value of the holiday leave is ten (10) hours. If the holiday falls on a regularly scheduled twelve (12) hour workday, the value of the holiday leave is twelve (12) hours).

C. Procedure if Holiday Falls on Saturday or Sunday: For Saturday holidays, facilities that are normally closed on Saturday will be closed to the public on the preceding Friday, with applicable City employees observing the holiday on Friday. Facilities normally open on Saturday will observe the holiday on the actual date (Saturday).

For Sunday holidays, facilities that are normally closed on Sunday will be closed to the public on the following Monday, with applicable City employees observing the holiday on Monday. Facilities normally open on Sunday will observe the holiday on the actual date (Sunday).

D. Procedure for Work Schedule Changes: Should an employee's authorized work schedule (e.g., 5/8, 9/80, 4/10, or 3/12) be changed, resulting in a change in regular hours worked (e.g., 8, 9, 10, or 12), the hour value of holidays will be adjusted for any holidays remaining after the schedule change.

E. Holiday Leave Bank

1. Employees will be provided holiday leave hours on the first payday in July. Employees on a 9/80 work schedule will receive one hundred seventeen (117) hours of holiday leave. Employees on a 4/10 work schedule will receive one hundred thirty (130) hours of holiday leave. Employees on a 3/12 work schedule will receive one hundred fifty (156) hours of holiday leave. Employees on a 5/8 work schedule will receive one hundred and four (104) hours of holiday leave. An employee's holiday leave bank shall be reduced by the number of hours taken for each holiday or observed holiday.
2. Employees are required to use holiday leave each time a CITY-authorized holiday or observed holiday falls on a day when the employee would normally be scheduled to work.
3. Holiday leave bank hours may be used only after the holiday or observed holiday has occurred unless the City Manager has granted an exception. The Floating Holiday may be used as paid leave at any time during the same fiscal year in which it was credited to the employee's holiday leave bank. Such time must be scheduled in advance and approved by the Department Head with consideration given to sufficient staff being available to continue the efficient operation of the department.

4. Holidays, excluding the Floating Holiday, occurring during a Leave without Pay are not earned or vested. An employee on leave without pay for the entire fiscal year will not earn the Floating Holiday for that same year. Unearned holiday hours will be deducted from the employee's Holiday leave Bank.
 5. Any Holiday leave Bank hours that are not used by the last day of the last full pay period in June shall be cashed out on the final payday in June.
- F. Employees Required to Work on Holiday: Employees who work on the actual or observed holidays listed in Section 1.08(A) shall not have their holiday bank hours reduced and shall be paid at the rate of time and one-half for all hours actually worked on those holidays if eligible for overtime. Employees who work a partial day, defined as fewer hours than the employee's normal workday, shall be paid at the rate of time and one-half for all hours actually worked on those holidays if eligible for overtime and shall have their holiday bank reduced by the number of hours necessary to cover the difference in the number of hours of their regular shift if any. Employees who work either an observed or actual holiday shall only be eligible for holiday pay on one (1) such date and shall only receive the holiday leave value for one holiday.
- G. Procedure if Holiday Falls on Regular Day Off: If an actual or observed holiday occurs on a day that is the employee's regular day off and the employee is not required to work (on either the actual or observed date), their holiday bank hours shall not be reduced. The employee can use the holiday leave hours at another time.
- H. Employees beginning employment during the fiscal year will start with a prorated Holiday Leave Bank. Hours will be credited in accordance with the employee's authorized work schedule for each City authorized holiday that has not yet occurred.
- I. Employees separating employment with the CITY during the fiscal year will receive payment for unused holiday leave only for holidays that have already occurred and been earned, including the Floating Holiday, if the employee has not yet used them. Payroll will audit the holiday leave bank and make adjustments on the final paycheck if necessary.

SECTION 1.09 SUBSTANCE ABUSE POLICY

It is the responsibility of all affected employees to cooperate to protect lives, personal safety and property of co-workers and fellow citizens. All employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers. Towards this goal, employees will follow the CITY'S Drug-Free Workplace Policy as described in the Employee Handbook.

SECTION 1.10 WORK SCHEDULES

The City of Murrieta maintains an Alternative Work Schedule Policy that defines the standard workweek, the regular work schedule, and the alternative work schedules available to the classifications subject to this Compensation Plan.

SECTION 1.11 ON-CALL PROGRAM

Due to the special requirements of public safety staffing, the CITY will establish an on-call program for the Public Safety Communications Manager. When assigned on-call by the Police Chief, the Public Safety Communications Manager will be compensated an additional 4% of base salary.

SECTION 2.0 COMPENSATION

- A. Department Heads and Management employees will be placed in a salary band. Placement or pay changes within the band are at the discretion of the City Manager.
- B. The compensation ranges for all classifications covered by this MPC PLAN shall be as set forth in the City's Comprehensive Pay Schedule. All classifications covered by the terms and conditions of this MPC PLAN shall receive the following Cost of Living Adjustment (COLA) to their base salary:
 - a. Effective the first pay period in FY 2025/26, employees shall be granted a COLA in base pay equivalent to the lesser of either four percent (4%) or the percentage change of the 2024 Annual Consumer Price Index for all Urban Consumers (CPI-U) not seasonally adjusted for the Riverside-San Bernardino-Ontario area. If the CPI-U percentage change is negative, then the COLA shall be zero percent (0%).
 - b. Effective the first pay period in FY 2026/27, employees shall be granted a COLA in base pay equivalent to the lesser of either the percentage change of the 2025 Annual Consumer Price Index for all Urban Consumers (CPI-U) not seasonally adjusted for the Riverside-San Bernardino-Ontario area, or the percentage change, year-over-year between audited fiscal years 2023/24 and 2024/25, in Recurring Revenue of the City's primary Operating Funds (as defined by the City), but not to exceed four percent (4%) or be less than two percent (2%). If the CPI-U percentage change is negative or the change in Recurring Revenue is below zero percent (0%), then the COLA shall still be no lower than two percent (2%).
- C. At the discretion of the City Manager, the Fire Chief, Deputy Fire Chief and Fire Marshal may be eligible to perform mutual aid assignments. If and when the Fire Chief, Deputy Fire Chief and/or Fire Marshal are assigned to a mutual aid emergency incident, they will be compensated at their base hourly rate of pay for

all hours worked, portal to portal, beginning at the time of dispatch until return to home base. When allowed by the terms of the governing mutual aid agreement, the Fire Chief, Deputy Fire Chief and/or Fire Marshal may be compensated at a rate of time and one-half the base hourly rate of pay for all hours worked, portal to portal, beginning at the time of dispatch until return to home base.

SECTION 2.1 457(b) DEFERRED COMPENSATION MATCH

For those employees participating in a CITY-sponsored deferred compensation program, the CITY shall contribute a matching amount to the employee's account on a dollar-for-dollar basis up to a maximum amount as follows:

<u>Department Heads</u>	<u>Management and Professional Employees</u>	<u>Confidential Employees</u>
\$3,400 per calendar year	\$3,000 per calendar year	\$2,000 per calendar year

An employee must have physically worked during the calendar year in order to receive matching contributions from the City for that calendar year.

SECTION 2.2 401(a) RETIREMENT PLAN

The CITY will establish and sponsor a 401(a) Retirement Plan for Department Heads. For those Department Heads enrolled in a CITY-sponsored 457 Deferred Compensation Plan, the CITY shall contribute to a 401(a) account an amount matching the employee's 457 contribution, not to exceed \$3,400. In no event shall the CITY's match exceed limits established by the Internal Revenue Service.

SECTION 2.3 LONGEVITY PAY

- An employee will receive a 2.0% increase to their base salary at 15 years of continuous service to the City.
- An employee will receive an additional 3.0% increase to their base pay at 20 years of continuous service to the City.

SECTION 2.4 AUTO ALLOWANCE

Department Heads, with the exception of the Fire Chief and Police Chief shall receive an Auto Allowance of \$300.00 per month. The Fire Chief, Deputy Fire Chief, Fire Marshal, Fire Prevention Battalion Chief, and Police Chief will be provided with a vehicle for the purpose of conducting official City business. Department Heads assigned a City vehicle

to conduct City business shall not be eligible for the auto allowance.

SECTION 2.5 UNIFORM ALLOWANCE

The following classifications shall be entitled to a Uniform Allowance as specified:

- a. The Fire Chief, Deputy Fire Chief, Fire Marshal, Fire Prevention Battalion Chief, and Deputy Fire Marshal shall be entitled to a Uniform Allowance of \$1,850 annually to be paid equally across all pay periods in the fiscal year.
- b. The Police Chief shall be entitled to a Uniform Allowance of \$1,850 annually to be paid equally across all pay periods in the fiscal year.
- c. The Public Safety Communications Manager shall be entitled to a Uniform Allowance of \$800 annually to be paid equally across all pay periods in the fiscal year.
- d. The Emergency Medical Services Nurse Coordinator shall be entitled to a Uniform Allowance of \$600 annually, paid equally across all pay periods in the fiscal year.

SECTION 2.6 SPANISH LANGUAGE PAY

The CITY has established a bi-lingual program that provides an additional two and one-half percent (2.5%) of base pay for eligible employees who are fluent in the Spanish language. The CITY shall determine the number of employees to be eligible and shall be based upon the CITY's needs. To become qualified, an employee must be certified by the City Manager and/or their designee after the employee passes a verbal conversation examination established by the CITY.

SECTION 2.7 CELL PHONE ALLOWANCE AND REIMBURSEMENT

Employees who are authorized and required to use a personal cell phone in the course and scope of performing their duties shall receive a cell phone allowance. Employees incurring cell phone expense/cost in excess of the per month allowance may submit receipts for reimbursement for amounts above the per month cell phone allowance. Cell phone allowances shall be as follows:

Department Heads

\$60 per month

Management, Professional, and Confidential Employees

\$40 per month

SECTION 2.8 TEMPORARY ASSIGNMENT PAY

As a result of vacancies, leaves of absence, or other reasons, it may be necessary to temporarily reassign the duties of an authorized position to another employee. When such an assignment requires the employee to assume substantial additional duties which are outside the scope of the employee's regular assignment for a period in excess of fourteen (14) consecutive calendar days, the employee shall be entitled to a salary adjustment to reflect the new duties. The following shall apply in these instances:

- A. Approval required. Upon the recommendation of the Department Head and with the approval of the City Manager, an employee may temporarily be assigned to a higher level classification to perform duties provided that:
 - 1. The higher-level position is vacant and is approved by the City Manager for new or continued staffing.
 - 2. The employee is called upon to perform a substantial amount of the duties of the higher-level position, and the duties for the higher-level position are outside the scope of the employee's current classification as determined by the City Manager and the Department Head.
 - 3. The vacancy is expected to continue for at least fourteen (14) consecutive calendar days but not longer than one (1) calendar year, and
 - 4. The employee possesses the minimum qualifications to perform the work of the higher-level position.
- B. Salary. The employee in such a temporary assignment shall be entitled to a salary adjustment of approximately five (5) percent or the "A" step of the salary range of the higher-level position, whichever is greater, for the duration of the temporary assignment beyond the first fourteen (14) days. Such an assignment shall not extend beyond 180 calendar days without the approval of the City Manager.

SECTION 2.10 HEALTH INSURANCE BENEFITS

- A. Medical Insurance.** The CITY shall provide funding for medical and related expenditures as follows: The CITY is a contracting agency for participation in the Public Employees' Medical and Hospital Care Act (PEMHCA). Government Code §22892 provides for the Minimum Employer Contribution (MEC) to allow enrollment in PEMHCA. The employer contribution shall be adjusted annually as required by Government Code Section 22892.

Effective January 1, 2025, the CITY Minimum Employer Contribution will be \$158 per month.

Effective January 1, 2026, the CITY Minimum Employer Contribution will be \$162 per month.

The CITY shall fund a Section 125 Cafeteria Plan on behalf of each employee in the following amounts, which includes the MEC:

- Effective January 1, 2025, the monthly health contribution shall be \$1,891.28.
- Effective January 1, 2026, the monthly health contribution shall be \$1,936.28.

\$933.43 of the monthly Cafeteria Plan health contribution may be utilized only for medical insurance premiums. The remaining amount may be used for other allowable Cafeteria Plan expenditures, such as medical premiums, Flexible Spending Account contributions, Dependent Care FSA, or taken as a taxable cash payment (limited to the following provisions).

Taxable Cash Payment (cash-in-lieu of health care):

- Employees hired on or before September 30, 2019, who elected and received cash-in-lieu for Plan Year 2019 (Tier 1) shall be allowed to maintain the benefit in effect at the time (up to \$688.28). Should such an employee reduce or eliminate the cash-in-lieu benefit amount in future years, such election will be final (i.e., it cannot be increased or reinstated in the future, though the employee can elect to reduce the benefit further until it is eliminated).
- Any employee hired on or before September 30, 2019, who did not elect cash-in-lieu for Plan Year 2019 shall not be eligible for the cash-in-lieu benefit.
- New employees hired on or after October 1, 2019, shall not be eligible to receive the cash-in-lieu benefit.
- Any Department Head hired on or before October 1, 2019, who did not elect to receive the cash-in-lieu benefit in effect at the time shall be eligible to receive an additional \$100 health contribution per month. The additional \$100 may only be utilized to pay for medical insurance premiums, increasing the health contribution portion that may only be used for medical insurance premiums from \$833.43 to \$933.43.

B. Dental and Orthodontic: The CITY agrees to provide a dental and orthodontic benefit plan. The CITY also agrees to pay the monthly premiums for each employee and the employee's dependents.

C. Vision Plan: The CITY agrees to provide a vision plan for all employees and their dependents. The cost of this plan shall be borne by the CITY.

SECTION 2.11 RETIREE MEDICAL

- A. Employees hired prior to January 1, 2008** – Eligible retirees who are enrolled in a CalPERS medical plan shall receive the monthly minimum mandated employer contribution to participate in PEMHCA (\$133.00 per month for calendar year 2018) and a \$700.43 monthly contribution to a Retirement Health Savings Plan (RHS). The RHS is a trust created for government agencies to pay and fund post retirement employee benefits. The total monthly expenditure for pre-January 1, 2008 employees who thereafter retire, shall remain fixed at a maximum \$833.43 (consisting of the minimum mandated contribution to participate in PEMHCA, as from time to time exists, and the RHS contribution for the rest of the retiree's life.
- B. Employees hired on or after January 1, 2008 through July 14, 2014 (10 complete years of CITY service)** – Employees hired on and after January 1, 2008 and before July 15, 2014 and who thereafter retire from CITY service with a minimum ten (10) complete years of service with the CITY, and who are enrolled in a CalPERS medical insurance plan shall receive CITY-funded medical insurance for the retiree and eligible dependents, in an amount not to exceed \$360.00 per month up to the date of eligibility to receive Medicare. The \$360.00 maximum amount is computed by adding the minimum payment mandated from time to time by the Act, to a RHS contribution, which shall when totaled, equal \$360.00 per month. Upon employee eligibility for Medicare, the CITY contribution to medical insurance shall be in the minimum mandated amount for employer contributions to participate in PEMHCA.
- C. Employees hired on or after January 1, 2008 through July 14, 2014 (less than 10 complete years of CITY service)** - For those employees hired on or after January 1, 2008 who then retire from CITY service with less than ten (10) full years of CITY service and who are enrolled in a CalPERS medical insurance plan, the CITY medical insurance contribution shall be equivalent to the minimum mandated employer contribution to participate in PEMHCA.
- D. Employees hired on or after July 15, 2014** who retire from City service and are enrolled in a CalPERS medical insurance plan, are eligible to receive only the PEMHCA minimum mandated contribution required to participate in PEMHCA.

SECTION 2.12 LIFE INSURANCE:

The CITY agrees to provide a life insurance policy in the amount of \$50,000 for Confidential employees. The policy for Management, Professional, and Department Heads shall be equal to one year of base salary, not to exceed \$300,000. The policy amount for the CITY Manager shall be as provided for in the employment contract. The CITY shall select the insurance company. The CITY shall pay all monthly premiums. When available through the CITY, employees may purchase additional life insurance at their own cost.

SECTION 2.13 LONG TERM DISABILITY:

The CITY agrees to provide long term disability insurance. The CITY shall pay the full monthly premium for this insurance.

SECTION 2.14 SHORT TERM DISABILITY:

The CITY agrees to provide short-term disability insurance. The CITY shall pay the full premium for this insurance.

SECTION 2.15 PUBLIC EMPLOYEES RETIREMENT SYSTEM:

- A. **Employees hired prior to December 30, 2012:** Effective July 1, 2007, the CITY amended its CalPERS retirement contract to provide Section 21354.2 (2.7% at Age 55 Retirement Benefit Formula, One-Year Final Compensation) for employees. The CITY shall pay the full employer cost for this benefit. The employee rate will be eight percent (8%). Effective September 9, 2012, employees will pay the entire eight percent (8%) of the employee portion of the CalPERS retirement contribution.
- B. **Employees hired on or after December 30, 2012:** Effective December 30, 2012, the CITY amended its CalPERS retirement contract in accordance with Section 21353 of the Public Employees' Retirement Law, to provide a 2% at age 60 (Three-Year Final Compensation) retirement benefit formula for employees hired on or after December 30, 2012. Effective January 1, 2013, this benefit only applies to employees hired who are by CalPERS definition a "Classic member". The term Classic member is an individual who entered into membership with CalPERS or reciprocal retirement system on or before December 31, 2012, and who do not meet the definition of a "New member" in Government Code (GC) Section 7522.04(f). Employees who receive this retirement benefit formula will pay the entire seven percent (7%) of the employee portion of the CalPERS retirement contribution.
- C. Effective January 1, 2013, under the Public Employee's Pension Reform Act of 2013 (PEPRA) the CITY will provide a 2% at age 62 (Three-Year Final Compensation) retirement benefit formula for employees hired as a "New Member" on or after January 1, 2013. CalPERS definition of a New Member means any of the following: 1. An individual who becomes a member of CalPERS for the first time on or after January 1, 2013. 2. An individual who is not subject to reciprocity (under GC 7522.02(c)). 3. An individual who was an active member of CalPERS or reciprocal retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer. A New member will pay 50% of the normal cost rate for their defined benefit plan which was six and one-half percent (6.5%) as of January 1, 2013.

- D. The Police Chief's retirement benefit formulas will be consistent with the Police Management MOU. The Fire Chief's retirement benefit formulas will be consistent with the Fire Management MOU.
- E. **PERS 1959 Survivor Benefit:** Effective November 7, 2004, the CITY provided the PERS Fourth Level 1959 Survivor Benefit to employees. The CITY pays the employer's administrative costs for said benefit, and the employee shall pay his or her share of the monthly cost for said program.
- F. **Military Service Credit:** The CITY amended its contract with the California Public Employees Retirement System on November 7, 2004, to provide Military Service Credit as Public Service (PERS §21024). Under this amendment, employees must pay the costs of purchasing their service credit.

SECTION 2.16 TUITION REIMBURSEMENT PROGRAM

After twelve (12) months of full-time employment with the CITY, regular full-time employees shall be eligible to receive financial assistance for approved courses completed at an accredited educational institution. Reimbursement will be made provided pre-approval is obtained; courses are satisfactorily completed; appropriate proof of successful completion is submitted to Human Resources; courses of instruction will enable the employee to perform their present duties more effectively or will prepare them for future opportunities into which they could reasonably expect promotion or transfer to at the CITY; the hours of instruction for the course do not conflict with the employee's regularly scheduled work day; and reimbursement is limited to a maximum of two courses per semester or quarter.

When the above conditions are met, tuition reimbursement may be used to complete a college degree or a certificate/professional accreditation program.

The maximum reimbursement amount shall be \$3,500 per employee per fiscal year with a \$14,000 lifetime cap.

Repayment of Tuition Reimbursement:

Employees must pay back a pro-rated amount of the tuition reimbursement received if the employee voluntarily separates from employment with the City within three (3) years of receiving such reimbursement. The repayment amount shall equal the remaining pro-rated portion of the compensation received. For example, an employee would be required to pay back half (1/2) of the compensation received if the employee voluntarily separates 18 months after receiving tuition reimbursement. The repayment may be deducted from the employee's final check or leave cash-out with the written agreement of the employee.

SECTION 2.17 OTHER ITEMS

Items not specifically addressed in the MPC PLAN shall continue to be addressed in Personnel Resolution No. 91-64, the Employee Relations Resolution No. 93-214, or the City Manager's employment contract. In the case of at-will employees with employment contracts, specific provisions in those contracts will supersede language in this document. Additionally, if there are any areas of conflict between the MPC PLAN and the City Manager's contract, the City Manager's contract provisions will prevail.



CITY OF MURRIETA

City Council Meeting Agenda

Report

10/7/2025
Agenda Item No. 5.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Brian Crawford, Municipal Services Director

PREPARED BY: Brian Crawford, Municipal Services Director

SUBJECT: License Agreement with Murrieta Valley Unified School District for Sidewalk at Vintage Reserve Park

RECOMMENDATION

Approve a License Agreement with Murrieta Valley Unified School District for the construction and maintenance of a gate access and sidewalk from Buchanan Elementary School to Vintage Reserve Park; and

Authorize the City Manager to execute the Agreement.

PRIOR ACTION/VOTE

None.

CITY COUNCIL GOAL

Coordinate and deliver responsive, effective community services.

DISCUSSION

Murrieta Valley Unified School District (MVUSD) staff approached the City of Murrieta (City) to find solutions to relieve traffic congestion from school drop-off and pick-up at the front of Buchanan Elementary School on Torrey Pines Road. One solution is to redirect a portion of students from entering and exiting the school campus at the main entrance. Instead, these students would be redirected to a gate access that MVUSD would create at the rear of the school property adjacent to Vintage Reserve Park, allowing students to exit through the park. If the City Council agrees with this proposal, MVUSD would also construct a walkway on City property from the gate access to an existing walkway in the park. School staff will secure the gate access when the school campus is closed.

A License Agreement (Attachment 1), is needed to memorialize the responsibilities of the two (2) parties. MVUSD will construct and maintain the walkway to an accepted standard and be responsible for all resulting liabilities.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. License Agreement

LICENSE AGREEMENT BETWEEN THE CITY OF MURRIETA AND MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

The LICENSE AGREEMENT (“Agreement”) is entered into as of this _____ day of _____, 2025 (“Effective Date”), by and between the Murrieta Valley Unified School District, a California public school district (“Licensee”) and City of Murrieta, a municipal corporation (“City”).

1. Recitals. This Agreement is entered into with respect to the following facts which are incorporated herein:

- 1.1. Licensee owns and operates a public school, known as Buchanan Elementary School, located at 40121 Torrey Pines Rd, Murrieta, CA 92563 (“School”).
- 1.2. Licensee desires to construct, install and maintain certain improvements, including a sidewalk and gate access from the School to the backside of the City’s Vintage Reserve Park (“Park”), which is located on the property adjoining the School and owned by the City.
- 1.3. For Licensee to perform this work and maintain these improvements on a portion of the Park, and to accommodate Licensee’s request, the City is prepared to grant a license to Licensee to construct and maintain the sidewalk and gate from the School through the Park on the City’s property, subject to the terms and conditions of this Agreement.

2. Effective Date; Grant of License and General Obligations.

- 2.1 **License.** City grants to Licensee a non-exclusive license (“License”) for the purpose of constructing, installing, maintaining, and repairing the sidewalk and gate from the School to the Park in the area depicted on the attached Exhibit A (“License Area”) in a manner consistent with this Agreement. Except as specifically stated in this Agreement, City makes no warranties or representations regarding the condition of the Park. The Park shall not be used by Licensee for any purposes other than as set forth in this Agreement without the prior written consent of the City, which shall be in the City’s sole discretion, excepting the parties’ agreement for joint use of the School and the Park under their separate joint use agreement.
- 2.2 **Permits.** Licensee, at Licensee’s sole cost and expense, shall promptly obtain from City and any other jurisdictions with authority, any such permit and approvals as required by law. Licensee may not perform any work of construction or installation of the sidewalk without the prior issuance of permits and approvals from City, as necessary, unless it is determined that the sidewalk is required to be reviewed and approved by the State of California, including its Division of the State Architect.

- 2.3 **Limitation.** Licensee acknowledges and agrees that its use of the Park for purposes of this Agreement is strictly limited to construction, installation and maintenance of a sidewalk and gate as provided for herein and pedestrian access via the sidewalk and gate connecting the School to the Park. No other uses of the Park for purposes of this Agreement are permitted without the City's prior written consent, excepting the parties' agreement for joint use of the School and the Park under their separate joint use agreement.
- 2.4 **Maintenance.** Except as expressly provided in this Agreement, Licensee must, at all times and its sole expense, maintain the sidewalk and gate from the School through the Park in compliance with all applicable laws and this Agreement.
3. **Termination of License.** This Agreement may be terminated by City without cause upon ninety (90) days' prior written notice to Licensee. The Indemnification provision of this Agreement shall survive termination of this Agreement.
4. **Insurance and Indemnification.**
- 4.1 **Insurance.** Licensee shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the use of and access to the portion of the Park for purposes of this Agreement, by Licensee, its agents, representative, employees, or subcontractors, unless other insurance requirements are mandated under the parties' separate joint use agreement.
- (a) **General Liability Insurance.** Licensee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- (b) **Workers' Compensation Insurance.** Licensee shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- (c) **Automotive Insurance.** Licensee shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Licensee arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- (d) **Professional Liability or Errors and Omissions Insurance.** A policy of professional liability insurance in an amount not less than \$1,000,000.00 per claim

with respect to loss arising from the actions of Licensee performing professional services.

(e) **Subcontractors.** For the work at the Park under this Agreement, Licensee shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

All of the above policies of insurance shall be primary insurance and shall name City, its officers, employees, contractors, and agents (“City’s Parties”) as additional insureds. Licensee shall provide City with additional insured endorsements evidencing such coverage. The insurer shall waive all rights of subrogation and contribution it may have against City and City’s Parties and their respective insurers. All of said policies of insurance shall provide that said insurance shall not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to City. In the event that any of said policies of insurance are cancelled, Licensee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to City's Representative. No use of the Park or work authorized under this Agreement shall be allowed until Licensee has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by City.

Licensee agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Licensee may be held responsible for the payment of damages to any persons resulting from Licensee's activities or the activities of any person or persons for which Licensee is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of City due to unique circumstances.

In the event that the Licensee is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Licensee and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Licensee is required to maintain pursuant to this Section.

4.2 **Indemnification:**

To the full extent permitted by law, Licensee agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be

asserted or claimed by any person, firm or entity arising out of or in connection with the construction or maintenance or use of the sidewalk and gate constructed and maintained pursuant to this Agreement, the terms of this Agreement, or any operations or activities of Licensee, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Licensee is legally liable (“Indemnitors”), or arising from Licensee’s or Indemnitors’ reckless or willful misconduct, or arising from Licensee’s or Indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Licensee and shall survive termination or expiration of this Agreement.

5. **Assumption of All Risks and Liabilities.** Licensee expressly assumes all risks and liabilities arising out of any and all use of the Park during the term of this Agreement, except for City’s negligence or willful acts or omissions.
6. **Assignment.** Licensee shall not assign, transfer, mortgage, pledge, hypothecate, or encumber this Agreement or any interest herein, or any right or privilege appurtenant hereto, without the prior written consent of the City. Any assignment, transfer, or subletting made without such prior written consent shall be void and, at the City’s option, constitute a default under this Agreement. This provision shall not restrict Licensee’s ability to delegate or subcontract construction work as reasonably necessary to perform the permitted activities, provided Licensee remains responsible for all acts and omissions of such contractors and subcontractors.
7. **Notice.** Any notice required to be given under this Agreement must be given by personal service or by deposit of the notice in the custody of the United States Postal Service or its successor, first class postage prepaid, addressed to the party to be served as follows:

City:

City of Murrietta
City Manager
One Town Square
24601 Jefferson Ave.
Murrieta, CA 92562
Phone: 951-461-6010
JClifton@MurrietaCA.gov

Licensee:

Murrieta Valley Unified School District
41870 McAlby Ct.
Murrieta, CA 92562
Attn: Darren K. Daniel,
Deputy Superintendent Business and
Operations
ddaniel@murrieta.k12.ca.us

The parties may designate alternate persons to receive notice on their behalf as necessary. Notices will be deemed given as of the date of personal service, or three days after deposit of the notice in the custody of the Postal Service.

8. **General Provisions.**

- 8.1 **Entire Agreement.** This Agreement, including the attached exhibit, constitutes the

entire agreement between the parties as to the construction, installation, and maintenance of the sidewalk and gate, and the use thereof, at the Park and any prior understanding or representation of any kind preceding the date of this Agreement pertaining to the subject matter hereof shall not be binding on either party except to the extent incorporated into this Agreement.

- 8.2 **Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, and successors of the parties.
- 8.3 **Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Licensee and City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 8.4 **Waiver.** Waiver by any party of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provisions, or a waiver of any subsequent breach of violation of any provision of this Agreement.
- 8.5 **Attorney's Fees.** In the event of any litigation or other legal proceeding including, not limited to, arbitration or mediation between the parties arising from this Agreement, then each party shall bear its own litigation and collection expenses (including attorney's fees) incurred in the proceeding.
- 8.6 **Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 8.7 **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void, or unenforceable provision.
- 8.8 **Venue.** In the event of litigation between the parties, venue in state trial courts will be in the County of Riverside.
- 8.9 **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
- 8.10 **Authority.** Each party executing this Agreement warrants that (i) they are duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of Licensee or City, (iii) by so executing this Agreement, Licensee and City is formally bound to the provisions of this Agreement, and (iv)

the entering into this Agreement does not violate any provision of any other Agreement to which Licensee or City is bound.

- 8.11 **Electronic Execution.** This Agreement may be electronically executed by the Parties in accordance with UETA and ESIGN using qualified third-party service providers such as Adobe Sign and DocuSign.
- 8.12 **Exhibits.** Exhibit A attached hereto is incorporated herein by reference.

[Signatures on the next page.]

IN WITNESS WHEREOF, the parties have caused this Agreement as of the Agreement Date.

LICENSEE:

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT, a California public school district

CITY:

CITY OF MURRIETA,
a municipal corporation

By: _____
Darren Daniel
Deputy Superintendent

By: _____
Justin Clifton
City Manager

By: _____
James Whittington
Chief Financial Officer

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Tiffany Israel, City Attorney

EXHIBIT "A"

LICENSE AREA





CITY OF MURRIETA

City Council Meeting Agenda

Report

10/7/2025
Agenda Item No. 6.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Brian Crawford, Municipal Services Director

PREPARED BY: Brian Crawford, Municipal Services Director

SUBJECT: Notice of Completion - Glen Arbor Dog Park Project

RECOMMENDATION

Accept the public improvements for the Glen Arbor Dog Park Project, Capital Improvement Project No. 8273; and

Authorize the City Clerk to record a Notice of Completion and release bonds in accordance with State law and City ordinances.

PRIOR ACTION/VOTE

On March 18, 2025, the City Council awarded a construction contract for Glen Arbor Dog Park Project, Capital Improvement Project No. 8273, to Voltaire Engineering, LLC, in the amount of \$924,277, plus a 15% contingency (Vote: 5-0).

On July 15, 2025, the City Council approved additional budget appropriation to Capital Improvement Project No. 8273 in the amount of \$92,427.70, the Fiscal Year 2025/26 Capital Improvement Plan; approved the First Amendment to the Agreement with Voltaire Engineering, LLC; and authorized the City Manager to approve change orders to P04763 totaling no more than 25% of the original construction contract amount for Capital Improvement Project No. 8273 (Vote 5-0).

CITY COUNCIL GOAL

Coordinate and deliver responsive, effective community services.

DISCUSSION

Work on the construction of the Glen Arbor Dog Park Project began on April 23, 2025. Planned improvements included enclosed areas for large and small dogs with play features, shade structures with seating, water fountains with separate outlets for owners and dogs, Americans with Disabilities Act (ADA) compliant switchback style concrete walkways with handrails to allow visitors to travel down the large slope at the park, a 12-space parking lot, ADA improvements to the curb ramp at Nutmeg and Via De Gemma Linda and the

designated path of travel for park access, and landscape improvements.

On March 18, 2025, the City Council approved a 15% contingency of \$138,641.55 as part of the contract award. The construction of planned improvements was substantially completed on August 20, 2025. Due to several design errors and the challenging construction environment, the total project costs exceeded the approved contract amount by 25%. As a result, on July 15, 2025, staff requested an additional budget appropriation of 10% or \$92,427.70 of the original contract award. The City of Murrieta (City) issued the contractor three (3) contract change orders on the project, totaling \$231,069.25. Most of the additional expenses were to fix an underestimation of grading quantities, adjust the concrete hardscape work associated with the slope tolerances, and relocate the irrigation mainline into the park.

City staff have inspected the improvements and found them to be satisfactory. Staff recommends formal acceptance of this project by the City Council.

FISCAL IMPACT

There is no fiscal impact associated with this item. The total cost of the Glen Arbor Dog Park Project is \$1,155,346.25.

ATTACHMENTS

1. Notice of Completion, CIP 8273

RECORDING REQUESTED BY: City of Murrieta

When recorded return to:

City of Murrieta

Attn: City Clerk

1 Town Square

Murrieta, CA 92562

Space above for Recorder's Use

NOTICE OF COMPLETION

Construction of

Glen Arbor Dog Park, City Project No. 23-464, CIP 8273

Notice is hereby given that:

No Fee Per Government Code 27383

- 1) The undersigned is owner of the interest or estate stated below in the property hereinafter described.
- 2) The full name of the undersigned is City of Murrieta, a municipal corporation.
- 3) The full address of the undersigned is 1 Town Square, Murrieta, CA 92562.
- 4) The nature of the title of the undersigned is: In Fee.
- 5) A work of improvement on the described property was substantially completed on August 20, 2025.
- 6) The name of the contractor for such work of improvement is Voltaire Engineering, Inc.
- 7) The property on which said work of improvement was completed is in the City of Murrieta, County of Riverside, State of California, and is described as follows: Construction of a dog park with ADA compliant walkways, landscaping and a parking lot at Glen Arbor Park located at 23830 Jackson Ave, Murrieta, CA 92562.

CITY OF MURRIETA

Brian C. Crawford

Director of Municipal Services

VERIFICATION OF CITY CLERK

I, the undersigned, say:

I am the City Clerk of the City of Murrieta; the City Council of said City on October 7, 2025, accepted the above described work as completed and ordered that a Notice of Completion be filed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2025, at Murrieta, California.

CITY OF MURRIETA

Cristal McDonald

City Clerk



CITY OF MURRIETA

City Council Meeting Agenda

Report

10/7/2025
Agenda Item No. 7.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Matt Henry, Chief of Police

PREPARED BY: Dawnn Jackson, Management Analyst - Administration

SUBJECT: Purchase Radios from Motorola for Police Vehicles

RECOMMENDATION

Approve the purchase of ten police radios from Motorola Solutions, Inc. for a total of \$108,074.34.

PRIOR ACTION/VOTE

On June 3, 2025, City Council adopted the Fiscal Year 2025/26 and 2026/27 Operating Budget. (Vote: 5-0)

CITY COUNCIL GOAL

Provide a high level of innovative public safety.

DISCUSSION

The approved Fiscal Year (FY) 2025/26 budget allocates funding for the purchase and replacement of vehicles. The Murrieta Police Department (PD) is in the process of purchasing 10 Police Interceptors and their associated upfitting equipment, which includes police radios.

The PD would like to use a portion of the available budget in the City's Vehicle Replacement Fund to purchase 10 police radios from Motorola Solutions, Inc. (Motorola). Currently, each Police Officer is assigned a handheld radio and has a second radio mounted in their assigned police unit. Motorola has been chosen as the radio provider since 2023 due to the superiority of its radios.

Section 3.08.295 of the Municipal Code authorizes the City to join with other public and quasi-public agencies in a cooperative purchasing program for the purchase of supplies, services, and/or equipment from a vendor at a price established by another public agency when the other agency has made its purchase in a competitive manner. Staff has confirmed that the procurement of the radios and associated agreement (Sourcewell Contract RFP# 042021, Attachments 2, 3 and 4) complies with the Municipal Code provisions.

FISCAL IMPACT

The total fiscal impact associated with the purchase of 10 police vehicles is \$108,074.34. Funding is available in the City's Vehicle Replacement Fund Operating Budget account 7158200-71060.

ATTACHMENTS

1. Motorola Quote for 10 Fleet Radios
2. Sourcewell Contract RFP #042021
3. Sourcewell Contract RFP #042021 Price File
4. Sourcewell Contract RFP #042021 Extension

Billing Address:
MURRIETA POLICE DEPT
1 TOWN SQ
MURRIETA, CITY OF
MURRIETA, CA 92562
US

Shipping Address:
MURRIETA POLICE DEPT
2 TOWN SQ
MURRIETA, CA 92562
US

Quote Date:07/14/2025
Expiration Date:09/12/2025
Quote Created By:
Saeed Salimian
Saeed.Salimian@
motorolasolutions.com

End Customer:
MURRIETA POLICE DEPT
Henry Romero
eromero@murrietaca.gov
(951) 461-6366

Contract: 36273 - SOURCEWELL 042021-
MOT

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TSS9PW1CN	APX8500 ALL BAND MP MOBILE	10	\$6,558.00	\$4,787.34	\$47,873.40
1a	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	10	\$0.00	\$0.00	\$0.00
1b	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	10	\$118.00	\$86.14	\$861.40
1c	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	10	\$118.00	\$86.14	\$861.40
1d	GA00580AA	ADD: TDMA OPERATION	10	\$530.00	\$386.90	\$3,869.00
1e	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	10	\$112.00	\$81.76	\$817.60
1f	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	10	\$1,766.00	\$1,289.18	\$12,891.80
1g	QA03400AA	DEL: FCC NARROWBANDING MANDATE	10	\$0.00	\$0.00	\$0.00
1h	G78AT	ENH: 3 YEAR ESSENTIAL SVC	10	\$288.00	\$288.00	\$2,880.00
1i	GA09001AA	ADD: WI-FI CAPABILITY	10	\$353.00	\$257.69	\$2,576.90
1j	G298AS	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	10	\$871.00	\$635.83	\$6,358.30
1k	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	10	\$71.00	\$51.83	\$518.30



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	G843AH	ADD: AES ENCRYPTION AND ADP	10	\$560.00	\$408.80	\$4,088.00
1m	G444AH	ADD: APX CONTROL HEAD SOFTWARE	10	\$0.00	\$0.00	\$0.00
1n	G67EH	ADD: REMOTE MOUNT E5 MP	10	\$350.00	\$255.50	\$2,555.00
1o	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	10	\$0.00	\$0.00	\$0.00
1p	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	10	\$607.00	\$443.11	\$4,431.10
1q	GA01670AA	ADD: APX E5 CONTROL HEAD	10	\$767.00	\$559.91	\$5,599.10
1r	W22BA	ADD: STD PALM MICROPHONE APX	10	\$85.00	\$62.05	\$620.50
1s	QA09113AB	ADD: BASELINE RELEASE SW	10	\$0.00	\$0.00	\$0.00
1t	GA01630AA	ADD: SMARTCONNECT	10	\$0.00	\$0.00	\$0.00
1u	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	10	\$353.00	\$257.69	\$2,576.90

Subtotal	\$135,070.00
Total Discount Amount	\$35,691.30
Estimated Tax	\$8,695.64
Grand Total	\$108,074.34(USD)

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

**Solicitation Number: RFP #042021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL 60661 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Communications Technology and Hardware Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 23, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warranties for Equipment, Products, and Services furnished are set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Freight, title and risk of loss terms will be as set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract in the United States. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Vendor will require the use of Vendor's then-current Communication, Systems & Services Agreement ("CCSA") and Exhibits, Subscription Services Addendum ("SSA"), Maintenance and Support Addendum ("MSA"), and Telecommunication Carrier Addendums ("TCA"). Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, after receipt of notice from Sourcewell or the Participating Entity, and fails to correct such breach within thirty days.

In the event of termination under this subsection 6. D., the Participating Entity will remain liable for contract amounts due and attributable to Equipment, Products, and Services delivered or performed on or before the date of the termination.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees. Sourcewell will provide prompt written notice to Vendor of any claim or suit, and will cooperate with Vendor in its defense or settlement of the claim or suit. Vendor's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Vendor's indemnification obligations under the Contract are excluded from this provision. **VENDOR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.**

Vendor's obligations to indemnify or hold harmless Participating Entities will be as set forth in Vendor's Communication, Systems & Services Agreement.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable United States patent or copyright laws. Vendor's obligations to indemnify or hold harmless Participating Entities for intellectual property infringement will be as set forth in Vendor's then-current Communication, Systems & Services Agreement.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all

marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default (unless a force majeure causes the default):

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a 30 day opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance in accordance with the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts listed below:

Limits:

\$1,000,000 each accident for bodily injury by accident

\$1,000,000 policy limit for bodily injury by disease

\$1,000,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage

\$3,000,000 Personal and Advertising Injury

\$5,000,000 aggregate for Products-Completed operations

\$5,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below.

Limits:

\$2,000,000 each accident, combined single limit

4. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) its workers compensation, commercial general liability, and automobile liability insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers compensation, commercial general liability, and automobile liability insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally Omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

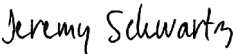
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:

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By: _____

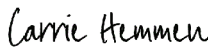
Jeremy Schwartz

Title: Chief Procurement Officer

7/3/2021 | 8:47 AM CDT

Date: _____

Motorola Solutions, Inc.

DocuSigned by:

BCC52DFA8464445...

By: _____

Carrie Hemmen

Title: MSSSI Territory Vice President &
Director of Sales

7/2/2021 | 3:56 PM CDT

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

7/4/2021 | 6:43 PM CDT

Date: _____

RFP 042021 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: Motorola Solutions, Inc.
Address: 500 W Monroe St
Ste 4400
Chicago, IL 60661
Contact: Lane Feingold
Email: lane.feingold@motorolasolutions.com
Phone: 720-338-7624
HST#: 36-1115800

Submission Details

Created On: Tuesday March 30, 2021 21:05:37
Submitted On: Tuesday April 20, 2021 12:23:07
Submitted By: Lane Feingold
Email: lane.feingold@motorolasolutions.com
Transaction #: a493650e-28b5-493e-a11e-7305bc7e532a
Submitter's IP Address: 140.101.167.250

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Motorola Solutions, Inc.	*
2	Proposer Address:	500 W. Monroe, Chicago IL 60661	*
3	Proposer website address:	https://www.motorolasolutions.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Carrie Hemmen Territory Vice President & Director of Sales 500 W. Monroe, Chicago IL 60661 carrie.hemmen@motorolasolutions.com 602-319-2355	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lane Feingold Senior Account Manager 7237 Church Ranch Blvd, Ste 406 Westminster, CO 80021 lane.feingold@motorolasolutions.com 720-338-7624	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tracy Loudenslager MSSSI Vice President and Director, U.S. Federal Government Market Channels & Sales Operations tracy.loudenslager@motorolasolutions.com 410-952-0743 Joe Fick Senior Account Manager joe.fick@motorolasolutions.com 951-395-3463	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive. Motorola Solutions has created the first and only mission critical ecosystem built for Public Safety and Enterprise. Our mission is to never stop advancing that lifeline. We have a rich history of firsts, including pioneering mobile communications in the 1930s, creating the technology that carried the first words from the moon in 1969, developing the first commercial handheld cellular phone in 1983 and revolutionizing public safety communications with the launch of smart radio, APX NEXT and public safety virtual assistant, ViQi in 2019. Today, our employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security. For more than 90 years, Motorola Solutions has demonstrated our stability and commitment to public safety. With more than 800 P25 deployments across North America, we are the partner of choice for large-scale emergency radio networks around the continent. And with a growing portfolio of devices, applications, and services designed to increase the safety and efficiency of first responders, we are now firmly established at the leading edge of mission critical communications. In the United States, Motorola is responsible for the deployment of 36 state-wide mission critical radio networks, as well as hundreds of county-wide systems and municipality systems across the country.	*
8	What are your company's expectations in the event of an award?	If awarded, Motorola Solutions expects to utilize this contract with may of our customers to allow them to purchase equipment and services without going to bid.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	You can find our Quarterly Earning and other financial information at https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx. Motorola Solutions Annual reports from 2010 to the present can be found here: http://investors.motorolasolutions.com/AnnualReports	*
10	What is your US market share for the solutions that you are proposing?	"Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
11	What is your Canadian market share for the solutions that you are proposing?	We are not including Canada as a part of this RFP Response.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company that is publicly traded on the New York Stock Exchange employing thousands of workers worldwide. As is normal for such companies, Motorola and its subsidiaries do not maintain centrally located records that would allow it to answer the question as written. However, Motorola, Inc. has never filed a petition in bankruptcy, nor taken any action with respect to receivership, moratorium, or assignment for the benefit of creditors. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes certain material for disclosure under SEC rules. Motorola's most recent 10-K report can be found at: http://investors.motorolasolutions.com/Docs	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals	Motorola Solutions is a manufacturer as well as a service provider. From a sales perspective, we have a direct sales force of over 200 people across the United States as well as Manufacturer Representatives throughout the United States. The Manufacturers Representative (MR) program is designed to improve Motorola Solutions market reach and account coverage by leveraging a single integrated distribution strategy to combine MSI's Go-to Market Resources with those of our MR Partners so as to deliver unparalleled value and ease of doing business to our Customers. The Motorola Field Team designates the accounts, develops or approves the strategy for the account, determines the products to be offered, and establishes the selling or contract price. The business is transacted in Motorola's name allowing the utilization of State and Local Purchasing contracts and sole source procurements and combines high touch customer consultation with ease of doing business all for the benefit of our Customers. The Manufacturer's Representative (MR) Sales Program requires it's representatives to complete necessary training to ensure that our MRs are familiar with our products and how those products fit within the needs of our customers. Manufacturer's Representatives (MRs) serve as an extension of the MSI direct account sales team	

your employees, or the employees of a third party?

and perform sales functions on behalf of Motorola. Sales facilitated by MRs are considered MSI sales; the end customer would issue a purchase order to Motorola.

Likewise for service, we utilize the Field Service Organization (FSO) within Motorola Solutions as well as our certified Motorola Service Partners. Motorola's technical experts have the most cumulative years of experience in the industry, with over 1,000 years of current experience.

The Field Services Organization (FSO) is a nationwide organization of over 500 trained and certified Motorola technicians. They are responsible for the sustainment of our government and commercial LMR systems and related applications. FSO provides onsite support, preventative maintenance and 24X7 support. They support our customers by providing best in class, highly qualified and trained service delivery.

From the Service Shop perspective, Motorola has over 450 registered service locations across the United States and our collective service presence remains significant in the industry. The Motorola Servicer Program is designed to recognize and reward a Servicer's level of commitment and investment in the quality of service provided to our customers. The Servicer program is founded on Motorola's key values and expectations from our Servicers.

Members of the Service Partner Program are required to meet a number of requirements to be admitted into the Motorola Service Partner Program. Depending on the service partner level, each service partner is required to have individuals in their company with the following training and certifications:

1. CET certification, Associates Degree in Electronics Engineering Technology, or equivalent
2. Motorola R56 Certification
3. Motorola Service Specialist Program (Technical Associate) Certification: The Service Specialist Certification Program includes a wide selection of classes from our comprehensive technical training portfolio and includes the following certification and underlying training courses:

P25 System Technical Associate Certification

ASTRO 25® Subscriber Portfolio Overview

ASTRO 25® IV&D System Overview

Introduction to R56

Basic Radio

4. Motorola Service Specialist Technical Certification: This certification includes the following certifications which also include a wide selection of classes from our comprehensive technical training portfolio that must be completed to achieve these certifications.

APX Subscriber Technical Associate Certification

MCC7000 Console Maintenance Certification

ASTRO 25® Repeater Site Lifecycle Maintenance Certification

ASTRO 25® Simulcast Site Lifecycle Maintenance Certification

ASTRO 25® Master Site Lifecycle Maintenance Certification

The Motorola specific training consists of a combination of both online and instructor led training. The instructor led training includes lab work where the technician gets hands on experience with our equipment. Once the training course has been completed, the technician is required to pass the corresponding course exam and the certification lasts for 2 years. After the 2 year period, the technician will need to recertify to keep their certification current. Please note that all technicians must also be certified in the underlying technology for the systems they support.

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Personnel who would support the equipment and implementation in support of Public Safety Communication system infrastructure products and radios would include Project Managers, Engineers, System Technologists, Field Service Engineers, Service Delivery Managers, the System Support Center, and other specialized staff depending on the scope of the project. Motorola Solutions has a full training curriculum as a requirement for each role. Motorola tracks the following training and certifications for the staff tasked with supporting our Public Safety infrastructure in the field: Training Classes to Track: - Antenna System Analysis (SRV2012) - Astro Ethernet Testing - Astro Networking I - Astro Firewalls/CEN - End-to-End Audio - Link Verification - LMR Master Basics - Network+ Bootcamp - Passive Intermodulation - R56 Installer/Auditor (NST9257) - Security+ Bootcamp - Signal Investigation Techniques CompTIA Certifications: - CompTIA Network+ - CompTIA Security+ ETA Certifications: - Antenna System Analysis (ASA) - APX Radio Technician (APX) - Associate (CETa) - Astro 25 RF Site Preventative Maintenance (A25-SPM) - Certified Service Manager (CSM) - Communication Site Inspector / Auditor (CSIA) - Communication Site Installer (R56) - Computer Service Technician (CST) - Customer Service Specialist (CSS) - Data Cabling Installer (DCI) - Industrial Electronics (IND) - Information Technology Security (ITS) - General Communications Technician I (GCT1) - General Communications Technician II (GCT2) - GTR 8000 P25 RF Site Performance Verification (GTR-SPV) - GTR 8000 Repeater Site Technician (GTT) - Master CET (CETma) - Master Specialty (CETms(RF or IT)) - M Core Technician (MCT 7.x) - Microwave Radio Technician (MRT) - Mobile Communications and Electronics Installer (MCEI) - Network Computer Technician (NCT) - Network Systems Technician (NST) - PIM - RADAR (RAD) RF Signal Investigation Techniques (RFSIT) - T1 Link Verification (T1LV) - Telecommunications (TCM) - Wireless (USMSS/TRN/WCN) - Wireless Network Technician (WNT)
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Company: Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength. Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021 The Wall Street Journal Management Top 250, No. 108, 2020 Bloomberg 50 Companies to Watch in 2020, 2019 Government Technology GovTech 100, 2021 Employer: We've been consistently recognized for our commitment to inclusion and diversity, as well as providing fair working conditions for our employees. Forbes America's Best Large Employers, 2021 FlexJobs Top 100 Companies to Watch for Remote Jobs, 2021 Built In 100 Best Large Companies to Work For, 2021 Built In Chicago 100 Best Places to Work in Chicago, 2021 Human Rights Campaign Corporate Equality Index, 2021 ComputerWorld Best Places to Work in IT, 2020 Fast Company's 100 Best Workplaces for Innovators, 2020 Forbes America's Best Employers for Diversity, 2020 Disability Equality Index Best Places to Work, 2020 Bloomberg Gender Equality Index, 2019 WayUp Top 100 U.S. Internship Programs, 2019 Corporate Responsibility: We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and community commitment. Barron's 100 Most Sustainable Companies, No. 19, 2020 Newsweek America's Most Responsible Companies, 2021 The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020 Innovation: Our products and solutions are consistently recognized for excellence in design. To date, we've earned more than 90 awards for distinction in innovation. Fast Company's Most Creative People in Business 2020, Paul Steinberg for APX NEXT APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Awards User Experience Category, 2020 iF Design Award, 20 awards since 2009 Red Dot Design Award, 19 awards since 2008 Australia Good Design Award, 19 awards since 2009 Japan Good Design Award, 3 awards since 2014 International Design Excellence Awards, 14 awards since 1996 Chicago Athenaeum Good Design Awards, 5 awards since 2014 https://www.motorolasolutions.com/en_us/about/company-overview/recognition.html

17	What percentage of your sales are to the governmental sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
18	What percentage of your sales are to the education sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions hold numerous state contracts and nationwide frame agreements. Houston-Galveston Area Council (H-GAC) and NASPO Value Point (NVP) are our top valued frame agreements.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions does not have a direct GSA contract for Radio Products.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hennepin County, MN	Sheriff David Hutchinson	612-348-3744	*
City of New Orleans, LA	Ross Bourgeois	504-658-3930	*
City of Aurora, CO	Tracey Kent	303-326-8182	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Name not included	Government	New York - NY	Project 25 (P25) radio system and services	Various	122,100,100	*
Name not included	Government	North Dakota - ND	Project 25 (P25) radio system and services	Various	94,100,000	*
Name not included	Government	Michigan - MI	Project 25 (P25) radio system and services	Various	72,500,000	*
Name not included	Government	Arizona - AZ	Project 25 (P25) radio system and services	Various	71,100,000	*
Name not included	Government	Arkansas - AR	Project 25 (P25) radio system and services	Various	63,500,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Motorola Solutions has a direct sales force in the United States of over 200 people spread across all 50 states.. This, along with the over 490+ Manufacturer Representative sales people represents our total sales force. We have a presence in all 50 states.	*
24	Dealer network or other distribution methods.	Motorola Solutions has 170+ Manufactures Representative (MR) Sales Partners with locations in all 50 United States, with 490+ individual Authorized MR Sales Representatives. MRs are described in the answer to Line 13.	*
25	Service force.	Motorola utilizes our Field Service Organization (FSO) and a network of over 450 certified service shops that are located across all 50 states. These are both described in the answer to Line 13	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service includes essential services that are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations. Centralized Managed Support Operations The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers. The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times. All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets. The CMSO coordinates with the field service organization that will serve the Customer locally. Customer Support Manager	

		A Motorola Solutions Customer Support Manager ("CSM") will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan ("CSP") in collaboration with the Customer. The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, any tailored case priority level definitions, case handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises. The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services. Repair Depot The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status. MyView Portal Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes: • Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution. • Network Hardware Repair: Track return material authorizations ("RMA") shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online. • Security Update Service: View available security updates. Access available security update downloads. • Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details. The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data. Quality Team Our Quality Team is used as a resource for our customers, and brought in when a customer is having issues with a product or solution that is not being resolved in a timely manner. The Quality team continuously tracks ongoing issues and pushes them to closure when necessary. We have also included the Mission Critical Operations white paper in our attachments for additional information. Response Times Response Times vary depending on the product or system in question, but are in line with the the requirements of our customer's expectations.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are equipped and staffed to deliver our products and services to any government customer throughout the United States, and we have a proven track record of taking care of our customer and meeting our commitments that goes back decades.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are not including Canada as a part of this RFP response.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will not be serving any part of Canada within this RFP response.	*

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Within the United States, we will be fully serving all Federal, State, and local government and education entities.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, there are no requirements or restrictions that would apply to the participating entities in Hawaii and Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Motorola values the relationships that are created with our customers and actively engage on a regular basis. We engage at live events, webinars, and tradeshows. In the past, Motorola has hosted webinars explaining the benefits of existing contracts and can do so for Sourcewell. Occasionally on a regional level, contract exclusive promotions are run and advertised through email campaigns. This is also something we can do for Sourcewell.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Motorola Solutions leverages its social media channels on LinkedIn, Facebook, Twitter and YouTube to convey our values and mission. Through our channels, we highlight upcoming product and software launches, customer success stories and leverage marketing content in the form of videos and documents to highlight our commitment to public safety. Customer led programs are sponsored by Motorola to provide a channel for feedback to our users. Motorola's website and e-commerce site have a large presence on the internet housing brand, product and marketing content.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	While it would be great for Sourcewell to market the vendors that are awarded contracts, we do understand that Sourcewell has a large number of participating vendors and marketing for each of them would be prohibitive. If awarded the contract, our direct sellers as well as our Manufacturer Representatives will consistently discuss our products and services and that the Sourcewell contract can be used as a method of purchase with all of our customers. Even if they are not current members of Sourcewell, we will discuss that by joining Sourcewell they will have a contracting vehicle in place that is already competitively bid and priced.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not all of our products and services are able to be purchased from our e-procurement system (shop.motorolasolutions.com). But all of our accessories and many of our parts are available through that system for our customers to order at any time.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Motorola Solutions has a Learning eXperience Portal (LXP) that encapsulates all that our Worldwide Learning Services (WLS) team. Here you can register for training, complete online training, and track where you are on all required training that you have. We also offer in-person training for specific classes. While training is never required, we highly recommend training be included for customers that will be utilizing a solution for the first time. Our training website can be found here: https://learning.motorolasolutions.com/	*
37	Describe any technological advances that your proposed products or services offer.	For decades, Motorola Solutions has been at the forefront of Public Safety Communications Technology. From an LTE connected 2-way radio to private LTE systems and devices, we are continuously innovating to bring advanced and necessary technology to our customers. We have developed the majority of "firsts" in 2-way communications from before WWII until now. We spent \$686 million dollars on research and development in 2020 to ensure that we stay in that position going forward. The services we offer are comprehensive and available beginning with our System Support Center that is open 24x7x365. We use our Network Operation Center to continuously monitor the systems that we support to identify and issues as soon as they begin. Our Field Service Organization (500+) and our Service Partners (450+ shops) are available to provide the needed services to our customers for project implementations, maintenance, and issue response.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please find attached the 2019 Corporate Responsibility Report	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please find attached the 2019 Corporate Responsibility Report	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We do not qualify for any of these certifications, but we partner with WMBE and SBEs regularly.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Motorola Solutions is a public safety solutions company that has been in business over 90 years. Public safety is who we serve. We focus our R&D dollars and time investments on building solutions that are integrated solutions. With all of these solutions, we have created an end-to-end platform and can provide the technology to handle an incident from the time someone picks up the phone to call 911, through case closure. We also offer implementation, managed, and support services to assure that our solutions are properly installed and maintained throughout their lifecycle.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Warranty covers all products, parts and labor provided by Motorola. For third party products we will flow through the OEM's standard warranty as provided to us.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty does not cover products that fail as a result of liquid, lightning or physical damage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For infrastructure products, warranty does cover travel and mileage expenses for a technicians to respond on site. Subscriber warranty is provide through our repair depot.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Within the Unites State we are able to serve all geographic regions. We will not be serving any part of Canada within this RFP response.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty covers all products and systems manufactured by Motorola. For any individual drop-ship items, those are covered by the warranty provided by that specific vendor. In other words, for third party products we will flow through the OEM's standard warranty as provided to us.	*
47	What are your proposed exchange and return programs and policies?	Warranty covers the repair and return of products provided by Motorola. Advanced replacement options can be quoted in addition to the standard warranty.	*
48	Describe any service contract options for the items included in your proposal.	Motorola offers Warranty Wrap options for infrastructure systems. This enhances the manufacture warranty to 24X7 coverage and can include monitoring where applicable.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We work with the Motorola Solutions Credit Company to provide financing options for our customers. We have been doing this for over 35 years for our customers to give them a competitive financing option.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts. Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes we do accept P-Cards. There is not an additional cost to Sourcewell participating agencies to use a P-Card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing model we are using in this RFP response is showing percentage discounts off of list price for each product category. The details can be found in the pricing section that has been uploaded with our response. We have also included as an attachment our latest product catalog that shows list pricing for the majority (but not all) of the solutions that we are proposing in this RFP response.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We have provided product-category discount percentages in our attached pricing document. The range of discounts is take off list price.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or system incentives may be applied based on the size and scope of the opportunity.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For items that are dropship and not sourced by Motorola Solutions, we supply those items at a cost plus. The percentage we use varies depending on the item.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have included all components needed for an acquisition within the pricing categories and discounts provided.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping are not additional costs. We do not charge those items to government customers.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have no specific or different freight, shipping, or delivery terms for Alaska or Hawaii. Canada is not a part of our response. Shipping terms are FOB Shipping.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have no unique distribution and/or delivery methods or options.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please find our pricing details in the attachments

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	To ensure that we have proper pricing, we will load the Sourcewell contract category discounts into our quoting system so that we can utilize the discounts listed in our response for Sourcewell members. For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts. Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.	*
63	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Total sales in US dollars per category	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are proposing a 1% admin fee that will be calculated off of total sales under this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Below is a list of what is included in our offering. We have also included specification sheets for these solutions. The specification documents include technical information, including the applicable safety or regulatory standards or codes. Land Mobile Radio Systems, Solutions, and Serices Mobile and Portable radios and accessories Base Stations and accessories Radio Dispatch Consoles Interoperability Solutions Fire Station Alerting Solutions and Services Broadband Wireless Infrastructure and Subscribers Radio/Broadband Site Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Communication Equipment Radio, Broadband, and LTE Implementation and Maintenance Services	*
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We have no sub-categories. All categories of equipment, products, and services are listed above	*

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
67	Fire or EMS station alerting or paging systems	☒ Yes ☐ No	Yes. We partner with Mach Alert to provide Fire Station Alerting solutions.	*
68	Connectivity and interoperability devices, hardware and equipment	☒ Yes ☐ No	Yes. We are offering Critical Connect as our system to system interoperability solution, as well as control station radios to tie in legacy frequencies to current radio systems.	*
69	Airborne, marine, and underwater communication systems	☐ Yes ☒ No	No.	*
70	Services related to lines 67, 68 and 69 above	☒ Yes ☐ No	Yes. We have included the necessary services to implement and maintain the solutions mentioned in lines 67 & 68.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	Describe the interoperability of your products and services with other equipment, software, and systems, as applicable	Because we follow industry standards across our portfolio, our products are fully interoperable with other systems/devices that follow the definition in the specific standard in question. The standards the our products and solutions follow are listed in Line Item 73. Additionally, our services providers maintain certifications required within each solution (certifications are detailed in Line Item 14).	*
72	Describe how your products and services integrate with other communications and technology components (e.g., CAD, RMS, LMR, etc.)	Aside from meeting what the applicable standard defines for its interoperability requirements, Motorola Solutions has created an end-to-end platform that integrates our solutions from the time someone picks up the phone to dial 911 until case closure. These solutions include, but are not limited to Radio, 911 call handling, CAD, Records Management, Body Worn and In-Vehicle Cameras, Digital Evidence Management, Video Security, License Plate Recognition, Situational Awareness, and Broadband Communications. Because these are all solutions that we develop, we are creating integrations and are not limited to interfacing different solution together. Interfacing typically limits the communication between two solutions because it uses the least common denominator of the information that can pass between to solutions from different vendors. The integrations that we have, and continue, to develop are allowing for greater efficiencies as our customers do their jobs. We have also created a solution called CommandCentral Aware that allows for our radio system to integrate with other vendors CAD and Video solutions to create situational awareness for our customers as the approach a scene.	
73	Describe how your products and services conform to applicable industry standards and required specifications.	The systems and equipment included in this response fully comply with one of the following standards; Project 25 (P25) - http://www.project25.org/ , Digital Mobile Radio (DMR) - https://www.dmrassociation.org/dmr-standards.html , and Citizens Broadband Radio Service (CBRS) standards - https://www.ecfr.gov/cgi-bin/text-idx?SID=960a62ced28f9e89c169ed12daafa030&mc=true&node=pt47.5.96&rgn=div5 .	
74	Describe your use of installation or service partners, if applicable.	Motorola Solutions utilizes both certified internal employees as well as our certified service partner shops to do installs and maintenance. Deciding which we utilize on each opportunity is dependent on the customer, if they have a preference, and the type of project.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- Financial Strength and Stability (optional)
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell RFP 042021 Pricing.pdf - Monday April 19, 2021 18:16:04
 - [Upload Additional Document](#) - Sourcewell RFP 042021 Proposal Document.pdf - Monday April 19, 2021 18:19:49

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Carrie Hemmen, Territory Vice President & Director of Sales, Motorola Solutions, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_PS_Communications_Tech_RFP_042021 Tue April 13 2021 04:33 PM	☒	1
Addendum_7_PS_Communications_Tech_RFP_042021 Mon April 12 2021 06:55 PM	☒	1
Addendum_6_PS_Communications_Tech_RFP_042021 Wed April 7 2021 06:45 PM	☒	1
Addendum_5_PS_Communications_Tech_RFP_042021 Mon April 5 2021 08:18 PM	☒	1
Addendum_4_PS_Communications_Tech_RFP_042021 Thu April 1 2021 03:59 PM	☒	1
Addendum_3_PS_Communications_Tech_RFP_042021 Thu March 25 2021 08:23 AM	☒	1
Addendum_2_PS_Communications_Tech_RFP_042021 Mon March 8 2021 01:20 PM	☒	2
Addendum_1_PS_Communications_Tech_RFP_042021 Fri March 5 2021 12:57 PM	☒	2

PUBLIC SAFETY			
Product Summary	Catalog Description	Percentage Discount (Off List)	
Infrastructure	Fire Station Alerting Hardware	10%	
Infrastructure	Fire Station Alerting Software	15%	
Infrastructure	Radio Base Station Hardware	15%	
Infrastructure	Radio Base Station Software	20%	
Infrastructure	Master Site ASTRO Hardware	15%	
Infrastructure	Master Site ASTRO Software	20%	
Infrastructure	Transport Hardware	10%	
Infrastructure	Moscad Hardware & Software	10%	
Infrastructure	Interoperability Solutions	10%	
Infrastructure	Paging Hardware & Software	10%	
Infrastructure	Alarm & Control System	10%	
Infrastructure	Vehicular Repeaters	10%	
Infrastructure	Future Infrastructure Hardware & Software * released after date of contract	10%	
Subscribers	All APX Portable Radio Subscriber Device	27%	
Subscribers	All APX N Portable Radio Subscriber Device	27%	
Subscribers	All APX Mobile Radio Subscriber Device	27%	
Subscribers	All APX Desktop Radio Subscriber Device	27%	
Subscribers	Flashport Software	20%	
Subscribers	Future Mobile and Portable Subscriber Devices * released after date of contract	15%	
Subscribers	Standalone Subscriber Accessories	15%	
Subscribers	Bundled Subscriber Accessories with Subscriber Devices	27%	
Private LTE	LTE Hardware & Software	0%	
Private LTE	Broadband Device	0%	
Private LTE	NITRO Hardware & Software	0%	
Private LTE	NITRO Services	0%	
Consoles	Console Hardware & Software	15%	
Consoles	Console Accessories	15%	
Consoles	Console Service	0%	
Drop Ship	Backhaul (Microwave, MPLS, etc)	10%	
Drop Ship	Distributed Antenna Systems	10%	
Drop Ship	Site Equipment	10%	
Drop Ship	Buildings & Towers	5%	
Drop Ship	Antenna & Line	15%	
Drop Ship	Test Equipment	10%	
Drop Ship	Computers & Accessories	15%	
Drop Ship	Time & Frequency Systems	15%	
Drop Ship	Wireless Modems	5%	

System Integration & Support Services	ASTRO Maintenance Support Services	0%
System Integration & Support Services	ASTRO Upgrade Support Services	0%
System Integration & Support Services	Motorola Shop Services	0%
System Integration & Support Services	Motorola Engineering Services	0%
System Integration & Support Services	Motorola Subscriber Services	0%
System Integration & Support Services	Motorola Project Management Services	0%
System Integration & Support Services	Motorola Engineering Services	0%
System Integration & Support Services	Site Development Services	0%
System Integration & Support Services	3rd Party Services	0%
System Integration & Support Services	Motorola Security Services	0%
Integrated Hardware & Software	Encryption Hardware & Software	5%
Integrated Hardware & Software	Moto Locator Hardware	0%
Integrated Hardware & Software	Moto Locator Software	10%
Integrated Hardware & Software	Critical Connect Hardware	0%
Integrated Hardware & Software	Critical Connect Software	0%
P25 System Subscriptions	Cirrus Subscription	0%
P25 System Subscriptions	AXS Subscription	0%
P25 System Subscriptions	Asset Management Service	0%
P25 Device Subscriptions	APX Next Application Subscription	0%
Miscellaneous	Any non-catalog equipment	0%
Miscellaneous	Any non-catalog integrated software	0%
Miscellaneous	Any non-catalog service	0%
PROFESSIONAL & COMMERCIAL **		
Stated discount % will also be applied to any additional options added to Radio Order		
Product Summary	Catalog Description	Fixed Percentage Discount (Off List Price)
MOTOTRBO Commercial Radios	BPR40	15%
MOTOTRBO Commercial Radios	CP185	15%
MOTOTRBO Commercial Radios	CP100d	15%
MOTOTRBO Commercial Radios	CP200D / R2	15%
MOTOTRBO Commercial Radios	SL300	15%
MOTOTRBO Commercial Radios	EVX-S24	15%
MOTOTRBO Commercial Radios	CM200D	15%
MOTOTRBO Commercial Radios	CM300D	15%
MOTOTRBO Professional Radios	XPR 3300e	15%
MOTOTRBO Professional Radios	XPR 3500e	15%
MOTOTRBO Professional Radios	SL3500	15%
MOTOTRBO Professional Radios	XPR 7350e	15%
MOTOTRBO Professional Radios	XPR 7550e	15%
MOTOTRBO Professional Radios	XPR 7580e	15%
MOTOTRBO Professional Radios	MOTOTRBO R7	15%
MOTOTRBO Professional Radios	MOTOTRBO ION	15%
MOTOTRBO Professional Radios	XPR 2500	15%
MOTOTRBO Professional Radios	XPR 5350e	15%

MOTOTRBO Professional Radios	XPR 5550e	15%	
MOTOTRBO Professional Radios	XPR 5580e	15%	
Battery / Accessory Portfolio	MOTOROLA BATTERIES	15%	
Battery / Accessory Portfolio	MOTOROLA ACCESSORIES	15%	
MOTOTRBO Digital Infrastructure	SLR 1000	10%	
MOTOTRBO Digital Infrastructure	SLR 5700	10%	
MOTOTRBO Digital Infrastructure	SLR 8000	10%	
MOTOTRBO Digital Infrastructure	Capacity Max System Server	10%	
Dispatch Console	AVTEC Dispatch Console	10%	
Body-Worn Camera	VB400/440	10%	
System Integration & Support / Install	System Integration & Support / Install	0%	
PTT Subscription Services	TLK100	0%	
PTT Subscription Services	TLK150	0%	
<i>**All orders placed under this request will be placed only with an approved additional named reseller as an Approved Authorized Motorola Solutions Resellers, (this list is located within Partner Finder search within motorolasolutions.com website), except as agreed to in writing by the Supplier. In no event will the Supplier assume liability for orders placed by a Approved reseller to an end customer under this Addendum.</i>			



CONTRACT EXTENSION

Contract Number: 042021-MOT

Sourcewell	and	Motorola Solutions
202 12th Street Northeast		500 W Monroe St
P.O. Box 219		
Staples, MN 56479		Chicago, Illinois
(Sourcewell)		(Vendor)
		60661-3671

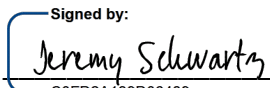
have entered into Contract Number: 042021-MOT
for the procurement of: Public Safety Communications Technology and Hardware Solutions

The Contract has an expiration date of 2025-06-23 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-06-23 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:



C0FD2A139D06489

Authorized Signature

Jeremy Schwartz

Name

Chief Operating and Procurement Officer

Title

3/24/2025 | 12:46 PM CDT

Date

Signed by:



0D7470799D1A4DF...

Authorized Signature

Scott Lees

Name

RVP

Title

3/25/2025 | 1:11 PM CDT

Date



CITY OF MURRIETA

City Council Meeting Agenda

Report

10/7/2025
Agenda Item No. 8.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Public Works Director

PREPARED BY: Bob Moehling, Public Works Director

SUBJECT: Subdivision Improvement Agreement for Tentative Parcel Map 2022-2549 and Development Plan 2022-2551, Gierson Ranch

RECOMMENDATION

Approve the Subdivision Improvement Agreement for Tentative Parcel Map 2022-2549 and Development Plan 2022-2551; and

Authorize and direct the City Engineer to execute the Subdivision Improvement Agreement.

PRIOR ACTION/VOTE

None.

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

DISCUSSION

On December 13, 2023, the Planning Commission adopted Planning Commission Resolution No. 23-16, approving an exemption from the California Environmental Quality Act (CEQA), Development Plan 2022-2551, and Tentative Parcel Map 2022-2549 (TPM 38310) subject to conditions of approval for the development of the real property, commonly known as Gierson Ranch, located at 25190 Washington Avenue.

On May 28, 2025, the Planning Commission adopted Planning Commission Resolution No. 2025-05 approving an exemption from CEQA and Tentative Tract Map 2023-0010 (TTM 39271), subject to the conditions of approval for the development of the property.

In order to facilitate the approval of the final map for TPM 2022-2549 (TPM 38310) by City Council, the property owner would typically complete street improvement plans for approval, enter into a street improvement agreement, and provide securities to guarantee the completion of the street improvements and

monumentation placement prior to approval of the final map. The property owner is requesting the option to enter into a Subdivision Improvement Agreement (SIA) that allows the final map to be approved by the City Council and then recorded by the County of Riverside, thereby creating the two parcels shown on the final map. The approval and recordation of the final map will then allow the property owner to sell the newly created parcels. The proposed SIA contains specific language to guarantee the submittal of street improvement plans for approval and the submittal of securities to guarantee the installation of the street improvements on both parcels created by the approval and recordation of the final map for TPM 2022-2549 (TPM 38310). The proposed SIA also contains specific language in Section 1 of the Covenants section stating, "Therefore, prior to issuance of any permits for street improvements, Property Owner shall obtain the required Security Instruments (defined in Section 14) and shall thereafter cause the Improvements to be designed, engineered, permitted and constructed." The proposed SIA also includes the approved Conditions of Approval in Exhibit B, which contain the specific language to complete the street improvements on the full frontage of both parcels created with the approval of the final map for TPM 2022-2549 (TPM 38310), prior to any occupancy requested on either parcel.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Subdivision Improvement Agreement.
2. Tentative Parcel Map for Development Plan 2022-2551 and TPM 2022-2549 (TPM 38310)
3. Tentative Tract Map for TTM 2023-0010 (TTM 39271)

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

CITY OF MURRIETA
1 Town Square
Murrieta, CA 92562
ATTN: CITY CLERK

Exempt from recording fee, per Government Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 909-190-001

SUBDIVISION IMPROVEMENT AGREEMENT FOR

TENTATIVE PARCEL MAP 2022-2549 AND DEVELOPMENT PLAN 2022-2551

between

THE CITY OF MURRIETA, a municipal corporation,

and

ESTHER H. GIERSON, a widow

SUBDIVISION IMPROVEMENT AGREEMENT

Tentative Parcel Map 2022-2549 and Development Plan 2022-2551

This Subdivision Improvement Agreement for Tentative Parcel Map 2022-2549 and Development Plan 2022-2551 (“**Agreement**”) is entered into as of this ___ day of _____, 2025 (“**Effective Date**”), by and between the City of Murrieta, a municipal corporation (“**City**”) and Esther H. Gierson, a widow (“**Property Owner**”). City and Property Owner are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Property Owner warrants and represents to the City that Property Owner is the sole owner of the real property commonly known as 25190 Washington Avenue in the City of Murrieta which is the subject of Tentative Parcel Map 38310 (TPM-2022-2549) (“**TPM 2022-2549**”), Development Plan (DP-2022-2551), and Tentative Tract Map 39271 (MAP-2023-0010) (“**TTM 2023-0010**”) (collectively, the “**Property**”). The Property is legally described on Exhibit “A”.

B. On December 13, 2023, the Planning Commission adopted Planning Commission Resolution No. 23-16 approving an exemption from the California Environmental Quality Act (CEQA), Development Plan 2022-2551 and TPM 2022-2549 subject to conditions of approval (“**Conditions**”; collectively, “**Approvals**”) for the development of the Property.

C. On May 28, 2025, the Planning Commission adopted Planning Commission Resolution No. 2025-05 approving an exemption from the California Environmental Quality Act (CEQA) and TTM 2023-0010 subject to conditions of approval for the development of the Property.

D. The Approvals authorize the subdivision of approximately 20.63 gross acres into 2 numbered lots for the development of 107 detached condominium units and associated private street, recreation, open space, and infrastructure improvements subject to the Conditions (collectively “**Project**”).

E. At this time the Property Owner seeks approval of the final map for TPM 2022-2549 (“**Final Map**”) although Property Owner has not yet completed construction of the offsite improvements and other obligations required by the Conditions for the Project.

F. Pursuant to this Agreement, the Property Owner agrees that, at the time Property Owner obtains the Final Map, the Conditions are incomplete and acknowledges and agrees that Property Owner remains responsible to complete the Conditions pursuant to the Approvals despite the City’s approval of the Final Map. The incomplete physical improvements are collectively referred to herein as the “**Improvements**”. A summary of the Improvements and the Conditions of Approval are listed on Exhibit “B” which is attached hereto and incorporated herein and more particularly described in the conditions cross-referenced therein. The individual Improvements identified in the summary on Exhibit “B” are each referred to herein as a “**Component**”.

G. Property Owner additionally agrees that the tentative map needed for the condominium and junior accessory dwelling units will not be issued until the Property Owner has posted security in an amount sufficient to guaranty that the Improvements will be completed.

H. The Parties are entering into this Agreement to ensure that that Property Owner completes construction of each Component of the Improvements, while allowing Property Owner to receive the Final Map desired by Property Owner.

COVENANTS

Based upon the foregoing Recitals, which are incorporated herein by reference, and in consideration of City's approval of the Final Map for the Property, Property Owner agrees to timely perform all of its obligations as set forth herein.

Section 1. Effectiveness; Purpose. This Agreement shall not be effective unless and until the Parties execute and City records this Agreement in the Recorder's Office of the County of Riverside. Thereafter, prior to issuance of any permits for street improvements, Property Owner shall obtain the required Security Instruments (defined in Section 14) and shall thereafter cause the Improvements to be designed, engineered, permitted and constructed.

Section 2. Public Improvements. Performance of this Agreement, construction and conveyance of the accepted Improvements and the warranty bonds to the City shall constitute Property Owner's substantial compliance with the Approvals, satisfying Property Owner's obligation to construct the Improvements as set forth in this Agreement.

Section 3. Preparation and Approval of Plans and Specifications. Prior to the time described in Section 1, Property Owner shall cause plans and specifications (collectively, "**Plans**") to be prepared for the Improvements after the City Engineer has approved the Plans for the Improvements, and has confirmed that the Plans are consistent with the Conditions. Property Owner shall obtain at its cost all of the licenses and permits ("**Permits**") required by the City or any other governmental agency required for the construction of the Improvements in accordance with the Plans and shall provide copies of approved Plans and documentation of approval by any outside agencies to the City Engineer.

Section 4. Intent of Plans for the Improvements.

(a) The intent of the Plans is to prescribe the complete Improvements which Property Owner shall perform or cause to be performed in a manner acceptable to the City Engineer (or his/her designee) and in full compliance with all codes and the terms of this Agreement. Property Owner shall complete functional and operable improvements or facilities, even though the Plans may not specifically call out all items of work required for the contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans is missing, Property Owner or its contractor shall immediately notify its design engineer who will contact the City Engineer, for furnishing of detailed instructions and approval. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

(b) All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Any proposed changes to the Plans shall also be approved by the associated regulatory agency, if required by the City Engineer or other law or regulation, prior to construction per said

change. Failure to obtain written approval of said change may result in the demolition and reconstruction of said improvement. Costs of such activities shall be borne by the Property Owner.

(c) The Property Owner shall retain the services of the civil engineer of record during the entire duration of construction for services including but not limited the RFIs, Submittal reviews, changes orders, etc. and shall provide certified Record Drawings prior to acceptance of the public improvements by City Council.

(d) Warranty of Improvement Plans and Specifications. Property Owner warrants that the plans and specifications for the Improvements shall conform to the Approvals together with all conditions made a part of such Approvals. Except as directed by City, Property Owner will warrant that the Plans can be relied upon to accomplish the Improvement work covered by this Agreement in a good, workmanlike manner and in accordance with accepted construction practices. Should the Plans at any time before final acceptance of the Improvements prove to be inadequate in any respect except to the extent said plans and specifications were directed by the City, Property Owner agrees to make such changes reasonably deemed necessary by City to complete the Improvements in a good, workmanlike manner and in accordance with accepted construction practices. Property Owner further agrees to make or cause to be made such engineering, soils and other reports as may be required by City.

(e) Ownership of Documents. All documents, data, studies, drawings, maps, models, photographs and reports specific to the Improvements identified herein prepared by Property Owner under this Agreement are City's property. Property Owner may retain copies of said documents and materials as desired, but must deliver all original materials to City upon City's written notice.

Section 5. Defective Work on the Improvements. Property Owner shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any portion(s) of the Improvements which are found by the City Engineer to be defective as to materials or workmanship within one year following City's acceptance of that Improvement.

Section 6. No Warranty by City on the Improvements. The Plans for the Improvements will be prepared by or on behalf of Property Owner, or its consultants or contractors, and City will make no representation or warranty, express or implied, to Property Owner or to any other person regarding the adequacy of the Plans or related documents.

Section 7. Duty of Property Owner to Construct. Property Owner shall construct, or cause the Improvements to be constructed, at Property Owner's sole cost and expense, in accordance with the Plans. Property Owner shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Improvements in a good, workmanlike and manner, with the standard of diligence and care normally employed by duly qualified persons utilizing efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken, as determined by the City Engineer. Property Owner shall convey title to the completed Improvements to the City promptly upon acceptance of such Improvements by the City.

Section 8. Construction Requirements.

(a) Prevailing Wages. Property Owner shall be responsible for causing all contractors and subcontractors performing any work on the Improvements to comply with all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. With respect to any work subject to the requirement to pay prevailing wages, Property Owner shall require, and the specifications and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, as applicable, to the extent such individuals or entities are engaged to perform work on the Improvements, to pay at least general prevailing wage rates to all workers employed in the execution of the contract, to post a copy of the general prevailing wage rates at the job-site in a conspicuous place available to all employees and applicants for employment, and to otherwise comply with applicable provisions of the California Labor Code, Government Code, and the Public Contracts Code relating to general prevailing wage rates as required by the Plans. Property Owner expressly agrees to indemnify, defend, and hold the City, its elected officials, employees and agents (with attorneys selected by the City) free and harmless from any claims, penalties, or liabilities arising out of any failure or alleged failure to comply with prevailing wage laws.

(b) Contractor Insurance. Property Owner shall require each contractor and subcontractor, to the extent such individual or entity is engaged to perform work on the Improvements, to provide proof of insurance coverage satisfying the requirements of Section 15 below throughout the term of the construction of the Improvements. Rather than requiring its contractors to provide such insurance, Property Owner may elect to provide the same for the benefit of its contractors. Similarly, each contractor may elect to provide the same for the benefit of its subcontractors.

(c) Contractor Compliance. Property Owner shall comply, and shall cause each contractor, subcontractor, vendor, or equipment operator, to the extent such individual or entity is engaged to perform work on the Improvements, to comply with such other requirements relating to the construction of the Improvements as City may impose by written notification delivered to Property Owner, to the extent legally required as a result of changes in applicable federal, state or City laws, rules or procedures.

(d) Certified Payroll. With respect to any Improvements which require the payment of prevailing wages, Property Owner shall require, and the specifications and bid and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Improvements subject to prevailing wage requirements, to submit certified weekly payroll records to City Engineer promptly upon request and to furnish electronic certified payroll records to the Labor Commissioner.

(e) Licensed Contractors. Property Owner shall cause all of the Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed.

Property Owner shall provide proof to the City Engineer, at such intervals and in such form as the City Engineer may require, that the foregoing requirements have been satisfied as to the Improvements.

Section 9. Cost of Construction.

(a) Property Owner Responsible for All Costs of Construction of the Improvements. Property Owner shall be responsible for payment of all costs incurred for construction and installation of the Improvements.

(b) Payment to City for Cost of Related Inspection and Engineering Services for the Improvements. Property Owner shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Improvements. In addition, Property Owner shall compensate City for all design, plan check, and evaluation of any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City Council. In no event shall Property Owner be entitled to additional inspections or a final inspection and acceptance of any of the Improvements until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

Section 10. Modifications to the Estimated Cost.

(a) Once the amounts of the Security Interests (defined in Section 14) have been approved, the cost of construction of any Component shall not exceed the amounts approved by the City by more than ten percent (10%) without Property Owner delivering written notice to the City Engineer.

(b) The City Engineer may demand, and Property Owner will comply with, an increase in the bond coverage to reflect the increased costs for constructing any of the Components to ensure adequate bonds are in place. To the extent such estimated costs exceed the Estimated Costs for such Component of the Improvements, the bonds applicable to such Component shall be increased by the difference.

Section 11. Inspection; Completion of Construction; Final Acceptance.

(a) The City Engineer shall have responsibility for inspecting the construction of the Improvements to insure that the construction is accomplished in accordance with the Plans approved by the City Engineer. City personnel shall have access to the construction at all reasonable times for the purpose of accomplishing such inspection.

(b) After Property Owner's contractor has completed a Component of the Improvements, Property Owner shall request a final inspection of such work. If items are found by the inspector to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Property Owner of such items. After the contractor has completed these items, the procedure shall then be the same as specified above for the contractor's initial request for final inspection.

(c) No inspection or acceptance pertaining to specific parts of a Component shall be construed as final acceptance of any part until the overall final acceptance of

a Component is made by the City. Final acceptance shall not constitute a waiver by City of defective work subsequently discovered.

(d) Each Component may be completed by Property Owner at different times and the City agrees that it shall inspect and accept each Component (and release the bonds for each such Component) individually upon completion thereof by the Property Owner, without a requirement for completion of all of the Components.

Section 12. Continuous Work on the Improvements. After commencement of construction on one of the Improvements, Property Owner shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than sixty (60) days, events of Force Majeure excepted.

(a) Force Majeure. Notwithstanding the provisions of this Section above, Property Owner's time for commencement and completion of the Improvements shall be extended for the period of any enforced delay due to circumstances beyond the control and without the fault of Property Owner ("**Force Majeure**"), including, to the extent applicable, adverse weather conditions, flood, earthquakes, strikes, lockouts, epidemics or pandemics, acts of God, enemy action, civil commotion, acts or failures to act of a public agency (including City), fire or other casualty, failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body, changes in local, state or federal laws or regulations, lack of financing due to generally applicable economic conditions affecting the capital markets generally, and similar causes. With respect to any claim for Force Majeure, such claim shall be deemed timely made if written notice of a Force Majeure event is given to the other Party: (i) with respect to Force Majeure claimed as a result of a physical condition, within Ten (10) business days of the commencement of the grounds for the claim to a right to extend its time for performance hereunder, (ii) with respect to all other Force Majeure claimed, within six (6) months of the commencement of the grounds for the claim to a right to extend its time for performance hereunder, or (iii) within such other time period as may be accepted by the other Party in its sole discretion. The City Manager shall evaluate and approve or deny all claims to Force Majeure made by the Property Owner and the decision of the City Manager shall be final.

Section 13. Maintenance of Facilities Prior to Acceptance; Warranties. Property Owner shall maintain the Improvements in good and safe condition until their acceptance by City. Prior to the acceptance of each Component, which shall not be unreasonably withheld or delayed by the City following completion of such Component, Property Owner shall be responsible for maintaining the Improvements comprising such Component in proper operating condition, and shall perform such maintenance as the City Engineer reasonably determines to be necessary. As of the date of acceptance of each Component of the Improvements, Property Owner shall assign to City all of Property Owner's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to such Component.

Section 14. Security.

(a) Required Security for Construction.

(i) Prior to issuance of the map needed for the condominium and junior accessory dwelling units, Property Owner shall furnish to City the following bonds or

letters of credit (“**Security Instruments**”) in the amounts approved by the City Engineer and under the terms set forth below. The amount of the Security Instruments shall be based on the City Engineer’s approval of Property Owner’s approximation of the actual cost to construct the Improvements assuming that the Improvements require the payment of prevailing wages. If City determines, in its reasonable discretion, that the Estimated Costs have changed, Property Owner shall adjust the Security Instruments in the amount requested by City. Property Owner’s compliance with this provision (Section 14.0) shall in no way limit or modify Property Owner’s indemnification obligations provided in this Agreement.

(A) As to each Component or group of Components, Property Owner shall provide a Security Instrument securing Property Owner’s faithful performance of such Component(s) of the Improvements (the “**Performance Bond**”), in the total amount equal to one hundred ten percent (110%) of the Estimated Costs. The Performance Bond(s) shall be in the form required by the City.

(B) As to each Component or group of Components, Property Owner shall provide a Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment (the “**Payments Bond**”) with respect to such Component(s) in a total amount equal to one hundred percent (100%) of the Estimated Costs. The Payment Bond(s) shall be in the form required by City.

(ii) Required Security Instruments for Maintenance and Warranty of the Improvements. Prior to the City Council’s acceptance of a Component of the Improvements, Property Owner shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance (the “**Warranty Bond**”), in the amount not less than fifteen percent (15%) of the Estimated Costs for all of the Components, or, as to any Component, the amount equal to 15% of the Estimated Costs for such Component, or the amount that is 15% of the actual construction costs for the Improvements, as approved by the City Engineer.

(b) Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 14(a), shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(i) Bonds. All bonds must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A or better according to the most recent Best Rating Guide or the Key Rating Guide and only if they are of a financial category Class VII or better. The Property Owner and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Improvements or any Component thereof, or the plans and specifications for the Improvements shall in any way affect its obligation on the Security Instruments.

(ii) General Requirements for all Security Instruments.

(A) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and

maintained) in the County of Riverside, State of California (and the Security Instrument shall so provide).

(B) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Property Owner's completing the Improvements as evidenced by the Notice of Completion.

(C) Each Security Instrument shall provide that changes may be made to the Improvements or any Component pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.

(c) Property Owner's Liability. While no action of Property Owner shall be required for City to realize on its security under any Security Instrument, Property Owner agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Property Owner shall be liable for performance under this Agreement and for payment of the reasonable cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within thirty (30) days after receipt of a written demand, deliver to City such substitute security as City shall require satisfying the requirements in this Section 14.

(d) Repairs and Replacements. Property Owner shall repair or replace, as reasonably determined by City, Improvements and monuments destroyed or damaged by Property Owner's actions and shall repair or replace, as reasonably determined by City, any property damaged or destroyed by Property Owner. Any such repair or replacement shall be completed to City's reasonable satisfaction and approval, and at no cost to City and not limited by any surety bond required in this Agreement.

(e) Release of Security Instruments.

(i) City shall release, or partially release as applicable, the Performance Bond and Payment Bond in accordance with the requirements of Government Code Section 66499.7 or within any earlier time period required hereby when all of the following have occurred as to any Component of the Improvements:

(A) Property Owner has made written request for release and provided evidence of satisfaction of all other requirements in this Section 14(d);

(B) the Improvements associated with such Component have been accepted by the City Engineer or the City Council, which acceptance shall not be unreasonably withheld or delayed; provided that roadway, utility and park Improvements shall be deemed accepted by the City upon (1) inspection by the City Engineer and approval by the City Council which shall not be unreasonably withheld or delayed and (2) either (x) commencement of operation of such Improvements by the City, any water district or other special district or (y) use of such Improvements by the public.

(C) Property Owner has delivered the Warranty Bond with respect to such Component in a form acceptable to the City Engineer; and

(D) subject to the following sentences after passage of the time within which lien claims are required to be made pursuant to applicable laws, if lien claims have been timely filed with respect to such Component, City shall hold the Payment Bond until such claims have been resolved, Property Owner has provided a statutory bond, or otherwise as required by applicable law.

City shall release the Warranty Bond upon Property Owner's written request upon the expiration of the warranty period of 12 months from date of City Council acceptance provided no claims are outstanding at that time regarding defective work.

Section 15. Insurance Requirements. Without limiting or diminishing Property Owner's obligation to indemnify or hold City harmless, Property Owner shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of the construction required under this Agreement. The required proof of insurance must be provided to and approved by the City prior to the commencement of construction of the Improvements.

(a) Commercial General Liability. Property Owner shall maintain a policy of commercial general liability insurance to protect said Property Owner, its contractors and subcontractors and the City and its officers, agents and employees (“**City Parties**”) against loss from liability imposed by law, for damages on account of bodily injury, including death resulting therefrom suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the performance or execution of this contract or any subcontract thereunder, and also to protect Property Owner and contractor and the City and its parties against loss from liability imposed by law, for damage to any property, caused directly or indirectly by the performance and execution of this contract or of any subcontract related to the construction or maintenance of the Improvements. Said general liability insurance shall be maintained by the Property Owner in full force and effect during the entire period of performance under this contract in the amount of not less than \$5,000,000.00 per occurrence and no less than \$10,000,000.00 general aggregate. The **City of Murrieta and its officers, agents and employees** shall be named as “**Additional Insureds**” on Property Owner’s general liability insurance policies. Coverage for an additional insured shall not be limited to its vicarious liability.

(b) Vehicle Liability. Property Owner shall maintain liability insurance for all owned, non-owned, leased or hired vehicles in an amount not less than \$2,000,000 per occurrence, combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. This policy shall name by endorsement the City, its officers, employees, agents and representatives as additional insureds.

(c) Worker's Compensation Insurance. Property Owner shall maintain a policy of workers’ compensation insurance on a state approved policy form providing statutory benefits as required under the laws of the State of California for all labor employed by him or by any contractor or subcontractor under him who may come within the protection of such workers’ compensation insurance laws. At the time of execution of the contract agreement, the Property

Owner must provide the City with proof of Property Owner's and/or contractor's and/or subcontractor's workers' compensation insurance with employer's liability limits in an amount not less than \$1,000,000.00.

(d) Builder's Risk. Property Owner shall procure and shall maintain in force "all risks" builder's risk insurance including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's, and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with limits in accordance with subsection (a) above.

(e) Pollution Insurance. Coverage shall be in an amount no less than \$2,000,000 per claim and in the aggregate. Coverage shall be extended a minimum of three (3) years beyond the term of the contract and such insurance shall contain all standard extensions customary for such policy and shall cover prior acts. For water franchise agreements, coverage shall include product liability for potable water with no lead exclusion.

All of the above policies of insurance shall be primary insurance and not contributing with any other insurance available to the City under any third party liability. The general liability and worker's compensation policies shall each waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. The City is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies. The applicable special endorsement is required. In the event any of said policies of insurance are cancelled or amended, Property Owner shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with these requirements to the City Engineer.

Property Owner must require all contractors and subcontractors to maintain the same policies of insurance that the Property Owner is required to maintain pursuant to this Agreement. The Property Owner shall not allow any contractors or subcontractor to commence work on this contract until all similar insurance and bonds required of the subcontractor have been obtained.

Section 16. Representations, Warranties, and Covenants of Property Owner. Property Owner makes the following representations, warranties and covenants for the benefit of City as of the date hereof:

(a) Authority. Property Owner represents and warrants that she is the sole owner of the Property and has the power and authority to enter into this Agreement.

(b) Binding Obligation. Property Owner represents and warrants that this Agreement is a valid and binding obligation of Property Owner and is enforceable against Property Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(c) Completion of Improvements. Property Owner covenants that it will cause the Improvements to be completed in accordance with this Agreement.

(d) Compliance with Laws. Property Owner covenants that, while the Improvements are owned by Property Owner or required pursuant to this Agreement to be maintained by Property Owner, it will not commit, suffer or permit any of its agents, employees or contractors to commit any act to be done in, upon or to the Improvements in violation in any material respect of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Property or the Improvements.

Section 17. Indemnification. Property Owner agrees to protect, indemnify, defend (with counsel selected by City) and hold City and its officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs which City or its officers, employees and agents may suffer or which may be sought against or recovered or obtained from City, or its respective officers, employees or agents as a result of, by reason of, to the extent arising out of or in consequence of (a) the construction or installation of the Improvements; (b) the untruth or inaccuracy of any representation or warranty made by Property Owner in this Agreement or in any certifications delivered by Property Owner hereunder; (c) Property Owner's failure to perform the construction of the Improvements or to convey the Improvements to the City in accordance with the requirements of this Agreement; or (d) any act or omission of Property Owner or any of its contractors or subcontractors or their respective officers, employees or agents, in connection with the Improvements or this Agreement or its performance. If Property Owner fails to do so, City shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any attorneys' fees or court costs, to and recover the same from Property Owner. Such indemnity shall not extend to any loss resulting from the City's breach of this Agreement or from the City's negligence or willful misconduct.

Section 18. Property Owner as a Private Party. In performing under this Agreement, it is mutually understood that Property Owner is acting as a private party and not as an agent of City. City shall have no responsibility for payment to any contractor, subcontractor or supplier of Property Owner. Accordingly, this Agreement does not constitute a debt or liability of City. City shall not be obligated to advance or otherwise expend any of its own funds or pay any costs incurred in connection with the Project. Moreover, no official, employee or agent of City shall be personally liable to Property Owner, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Property Owner or its successors or on any obligations under the terms of this Agreement.

Section 19. Right-of-Way.

(a) Should any right-of-way be necessary for the construction and maintenance of the Improvements across real property owned by the Property Owner, or its successors or assigns, Property Owner shall dedicate such right-of-way to the City, or its designee, at no cost to the City. If for purposes of construction of any of the Improvements, an interest in, including without limitation, a right-of-way or easement, is required across real property not owned by the Property Owner ("**Required ROW**"), the Property Owner's responsibility to bond for and construct such Components of the Improvements shall be as set forth in this Section. Property Owner shall acquire the Required ROW from the then-current owners. If Property Owner is unable to acquire all or any portion of the Required ROW, Property Owner shall notify the City in writing ("**ROW Notice**") that it is unable to acquire such property or entry rights. As to any Required ROW, the City shall have a two year period from its receipt of the ROW Notice in which

to determine, in its sole discretion, whether to acquire the Required ROW through exercise of its powers of eminent domain. Evidence of its determination to exercise such powers shall be in the form of a resolution of necessity adopted by the City Council (“**Resolution of Necessity**”).

(b) Nothing in this Agreement shall impose any requirement upon the City to acquire the Required ROW; however, if the City Council fails to approve a Resolution of Necessity to acquire the Required ROW within two years of receipt of the ROW Notice, then in accordance with the provisions of Government Code Section 66462.5(b), the obligation of Property Owner to construct Improvements otherwise required to be constructed by this Agreement thereon shall be waived, and City shall promptly release the Security Instruments to the extent securing Improvements otherwise required to be performed upon the Required ROW. If the City does consider a Resolution of Necessity and diligently pursues acquisition of any Required ROW, Property Owner shall be required to fund all costs incurred by the City in connection with the acquisition of the Required ROW and, if the Required ROW is obtained, Property Owner will fulfill its obligation to construct the Improvements upon the Required ROW and the Security Instruments with respect to such Components of the Improvements to be constructed thereon shall remain in effect for a period of five years from the date of the Resolution of Necessity in the amount of the Estimated Cost to complete such Improvements upon the Required ROW.

(c) If at the expiration of the five (5) year period (a) the City has not acquired the Required ROW and the City is not then involved in litigation to acquire the Required ROW or (b) the City has determined not to pursue or has ceased to diligently pursue the action authorized by the Resolution of Necessity, then in accordance with the provisions of Government Code Section 66462.5, the obligation of Property Owner to construct Improvements otherwise required to be constructed by this Agreement thereon shall be waived, and City shall promptly release the Security Instruments to the extent securing Components of the Improvements otherwise required to be performed upon such Required ROW.

Section 20. Final Map Approval; Conditions. Nothing herein shall relieve Property Owner from complying with all other Conditions, the Approvals, or other requirements for the Project.

Section 21. Time for Construction of the Improvements.

(a) Commencement and Completion Dates for the Improvements. Property Owner shall commence with construction and complete the installation of the Improvements within eighteen months following City's approval of this Agreement; subject to (i) extensions of time for Force Majeure delay, and (ii) extensions of time granted upon mutual agreement of the City Engineer and Property Owner, in writing.

(b) Compliance with Plans and Applicable Laws. The Improvements shall be built by Consultant as shown on the Plans and shall be undertaken in compliance with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities.

Section 22. Default.

(a) Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Property Owner hereunder, such remedy shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

(b) Default. No party shall be in default hereunder unless it shall fail to perform any work required to be performed under this Agreement within the time period required hereby and such failure shall continue for a period of twenty (20) days after receipt of written notice of default from the other Party; provided, however, that if a longer period is reasonably required to perform the act for which a default is claimed, the non-defaulting party shall refrain from taking any legal or equitable action so long as the defaulting party begins to cure such default within the twenty (20) day period and diligently and continuously pursues such cure to completion.

(c) City Right to Perform Work. In addition to whatever other rights or remedies it may have for Property Owner's default hereunder, in the event Property Owner shall fail to timely perform any work required to be performed under this Agreement and such failure shall continue for the period of time specified in Section 22(b), City shall have the right to enter into the Property and perform any of the uncompleted work by force account or contract or both and thereupon recover from Property Owner or any Security Instrument, or both, the full reasonable cost and expense thereby incurred by City.

(d) Attorney's Fees and Costs. In the event that Property Owner fails to perform any obligation under this Agreement, Property Owner agrees to pay all reasonable costs and expenses incurred by City in securing performance of such obligations, including reasonable costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Property Owner's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related reasonable costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

Section 23. General Provisions.

(a) Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Property Owner.

(b) Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

(c) Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

(d) Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Property Owner include all personnel, employees, agents, successors, assigns and subcontractors of Property Owner, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

(e) Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

City:	City of Murrieta 1 Town Square Murrieta, CA 92562 Attention: City Engineer BMoehling@Murrietaca.gov
 with a copy to:	 Tiffany Israel, Esq. Aleshire & Wynder, LLP 1 Park Plaza, Suite 1000 Irvine, CA 92614 TIsrael@awattorneys.com
 Property Owner:	 Esther Gierson

with a copy to:

Depending upon the method of transmittal, notice shall be deemed received as follows: by messenger, as of the date delivered; by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail; and by email as of the date of the acknowledgement of the email.

(f) Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

(g) Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Property Owner of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Property Owner agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization or execution of this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization or execution of this Agreement.

(h) Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

(i) No Third Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Property Owner intend to create any third party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

(j) Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

(k) Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding.

(l) Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees. This section shall survive the termination or expiration of this Agreement.

(m) Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

(n) Successors and Assigns; Assignment. This Agreement shall run with the land and shall be binding upon successors and assigns of Property Owner owning all or any portion of the Property. Property Owner shall have the right, subject to the consent of the City, which shall not be unreasonably withheld or delayed, to assign this Agreement in connection with its sale of all or a portion of the Project to a homebuilder with the financial capacity and experience to obtain the Security Instruments and construct the Improvements required by this Agreement. Without limiting the foregoing, the City hereby consent to the future assignment of this Agreement to Century Communities of California, LLC ("Century"), if and when Century acquires fee title to the Property.

(o) Liability of Property Owner. No partner, employee or agent of Property Owner shall be personally liable to City or any successor in interest, in the event of any default or breach by Property Owner or for any amount which may become due to City or its successors or on any obligations under the terms of this Agreement.

(p) Non-discrimination. No consultant, contractor or subcontractor involved with constructing any of the Improvements shall discriminate against any employee or prospective employee with respect to such work in hiring, promotion, seniority, or any other terms and conditions of employment on the grounds of race, creed, color, national origin, ancestry, religion, sex, or marital status.

CITY:
CITY OF MURRIETA

PROPERTY OWNER:
ESTHER H. GIERSON, a widow

By: _____
Jeff Hitch, City Engineer

ATTEST

By: _____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

**NOTE: PROPERTY OWNER SIGNATURES
SHALL BE DULY NOTARIZED**

Tiffany Israel, City Attorney

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MURRIETA, IN THE COUNTY OF

RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 6760, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF

CALIFORNIA, AS PER MAP RECORDED IN BOOK 20, PAGES 84 AND 85 OF PARCEL MAPS, RECORDS OF

SAID COUNTY.

EXHIBIT “B”
IMPROVEMENTS AND COA’s

The Components of the Improvements, as shown on the COA for Development Plan 2022-2551, include:

Components
Streets/General
Drainage
Water/Reclaimed Water
Sewer
Offsite Sewer
Monuments
Grading

CONDITIONS OF APPROVAL FOR THE PROJECT

DocuSign Envelope ID: 675E5F98-ECF5-4252-8C73-DB7279C4C7FD

CONDITIONS OF APPROVAL FOR TENTATIVE TRACT MAP 38310, (MAP-2023-00010) MAY 28, 2025

CONDITIONS OF APPROVAL

Tentative Tract Map No. 38310 proposes the subdivision of 15.81 acres into 107 lots for condominium purposes. Lot 1 would be 15.81 acres. Easements for private streets will be created for joint use reserved for the owner, its successors, assignees, and parcel owners of this map. Private Street A would be 0.96 acres, Private Street B would be 0.19 acres, and Private Street C would be 0.59 acres. All private streets will be easements for vehicle ingress and egress of residents, guests, and emergency vehicles. The existing single-family residence and associated structures in the southwestern portion of the Project site would remain and will be subdivided by the previously approved Tentative Parcel Map with no development or improvements proposed onsite. The Tentative Tract Map was designed to be consistent with the original Development Plan and Parcel Map approval in terms of unit count, unit pad locations, private street locations, open space areas (including Water Quality Basin), public street dedications along Washington Ave frontage and Adams Ave frontage, and on-site driveway locations. The tract map approval runs with the land and shall be binding upon OTM Murrieta LLC, or the owner of the subject property ("Permittee/Owner") and all subsequent successors in interest to the maximum extent permitted by law.

PLANNING:

1. The Permittee/Owner shall defend (with attorneys approved by the City), indemnify, and hold harmless the City of Murrieta, its agents, officers, and employees from any claims, damages, actions, or proceedings against the City or its agents, officers, or employees to attack, set aside, void, or annul an approval of the City, its advisory agencies, appeal boards, or legislative body concerning this approval. The City will promptly notify the permittee/owner of any such claim, action, or proceeding against the City and will cooperate fully in the defense.
2. Any fees due to the City of Murrieta for processing this project shall be paid to the City within thirty (30) calendar days of final action by the approval authority. Failure to pay such outstanding fees within the time specified shall invalidate any approval or conditional approval granted. No permits, site work, or other actions authorized by this action shall be processed by the City nor permitted, authorized, or commenced until all outstanding fees are paid to the City.
3. Pursuant to Section 711.4 of the State of California Fish and Game Code, the applicant is required to pay a \$50 handling fee and full Fish & Wildlife fee for their review, to the Riverside County Clerk/Recorder. Said fee shall be paid to the Clerk/Recorder of the County of Riverside at the time the Notice of Exemption is filed pursuant to Section 21152 of the Public Resources Code. If this fee is not paid, the approval of this project shall not be operative, vested, or final. In order to comply with State-mandated timelines for filing a Notice of Exemption, the above fee must be delivered to the Planning Division within two (2) working days after the date of final approval.
4. Tentative Tract Map No. 39271 shall record within two (2) years from the date of the approval, or it shall become null and void unless an extension of time is granted pursuant to Murrieta Development Code Section 16.80.
5. The tentative map shall comply with all mitigation measures included within the Conditions of

Approval as analyzed in the 15183 CEQA document as found in the approval for DP 2022-2551 (e.g. Cultural, Archeological, Biological).

6. The Permittee/Owner shall comply with all conditions of approval for Tentative Parcel Map 38310 (Case No. TPM-2022-2549) and the Conditions of Approval for DP 2022-2551.
7. The Permittee/Owner shall obtain approval of all necessary plans for on-site construction/grading on the subject property in accordance with the Murrieta Development Code. Such plans include but are not limited to grading plans.
8. Any proposed changes substantially different from this approval shall require an amendment to this approval (revised map).
9. The applicant shall pay all applicable mitigation fees or provide proof that all required fees have been paid in accordance with City policies and ordinances in effect at the time of permit.
10. The Applicant and Planning Division shall comply with the State of California Subdivision Map Act and all requirements of the City's Development Code, unless modified by the conditions listed herein.
11. The applicant, or any successor-in-interest to the land divider, shall be responsible for maintenance and upkeep of all slopes, trail easements, landscaped areas and irrigation systems within the land until such time as those operations are the responsibility of the individual homeowners, an owners/homeowner's association, or any other successor-in-interest.
12. The applicant, or any successor-in-interest to the land divider, shall be responsible for maintenance of any and all open space/park areas, including any trail easements required under these conditions until such time as the maintenance is taken over by an appropriate maintenance district.
13. If during initial ground disturbance activities paleontological resources are encountered a qualified paleontological monitor shall be retained, and have the authority, if necessary, to stop, redirect grading activities, and evaluate the significance of any paleontological resources discovered on the property. If significant paleontological resources are encountered, adequate funding shall be provided to collect, curate, and report on these resources. A report shall be submitted to the City of Murrieta within 60 days from the completion of grading.
14. The Applicant/property owner, prior to any grading or construction/development shall post a notice on the site in a location accessible to the public. The notice shall include the contact information of whom to contact with the developer/contractor and the City of Murrieta. This shall be made available to the public to address concerns with construction activities related to the development of this project, including but not limited to noise, dust control, contractor parking, equipment staging, and construction traffic.
15. Prior to the issuance of grading permits, the City shall verify that the following requirement is shown on the grading plans:

- The mitigation measures included within the Conditions of Approval, as analyzed in the 15183 CEQA document, as found in the approval for DP 2022-2551.
 - All the conditions of approval for Tentative Parcel Map 38310 (Case No. TPM-2022-2549) and the Conditions of Approval for DP 2022-2551
 - Conditions of Approval for this TTM 39271 (MAP-2023-00010)
16. Prior to the issuance of grading and building permits, the City shall verify that the following requirement is shown on the grading and/or building permit plans:
- If the Project is to have lighting during night hours, it shall be directed away from neighboring residential and agricultural properties. If night lighting is required during construction, shielding shall be incorporated to ensure ambient lighting in the adjacent lands is not increased.
17. Worker Environmental Awareness Program. All construction personnel and monitors who are not trained archaeologists or tribal cultural monitors shall be briefed regarding inadvertent discoveries prior to the start of construction activities. A basic PowerPoint presentation and handout or pamphlet shall be prepared in order to ensure proper identification and treatment of inadvertent discoveries. The purpose of the Workers Environmental Awareness Program (WEAP) training is to provide specific details on the kinds of archaeological and tribal cultural resource materials that may be identified during the construction of the project and explain the importance of and legal basis for the protection of significant archaeological and tribal cultural resources. Each worker shall also learn the proper procedures to follow in the event that cultural resources or human remains are uncovered during ground-disturbing activities. These procedures include work curtailment or redirection, and the immediate contact of the site supervisor, archaeological, and tribal cultural monitor(s).
18. Failure to abide by and faithfully comply with any and all the conditions attached to this approving action shall constitute grounds for revocation of said action by the City of Murrieta Planning Commission and/or City Council.

Prior to Recordation of the Final Map:

19. After approval of the Tentative Parcel Map and prior to the expiration of the map, the Permittee/Owner shall cause the real property included within the Tentative Parcel Map, or any part thereof, to be surveyed and a Final Map be submitted to the Engineering Department for review and approval for compliance with the approved tentative parcel map and all other Development Code requirements for the Single-Family Residential 2 (SF-2) zoning designation.
20. The Planning Division and Engineering Department shall review any final map to ensure compliance with the Tentative Parcel Map and Tentative Tract Map.
21. An application for street naming shall be submitted to the Planning Division for review and approval (allow for a minimum of 30-days for review by city staff).
22. Developer(s) shall prepare a statement to be provided to the potential buyers of each lot and

included in the rental agreement thereof, indication of the General Plan and zone designations for all properties abutting the project boundaries, with direction to contact the City of Murrieta concerning questions concerning potential uses of undeveloped property and indicating that zoning may be subject to future change. The form of the letter shall be reviewed and approved by the City of Murrieta as a condition of the Tract Map approval.

23. Any delinquent property taxes shall be paid prior to the recordation of the final map.
24. The subdivider/applicant shall submit the following documents to the City for review and approval by the City Attorney. A Property Owner's Association for the project shall be established for the maintenance of common areas, including open space areas, water quality basins and drainage courses, trails, and any private streets or parking areas.

A declaration of covenants, conditions, and restrictions; and a sample document conveying title to the purchaser of an individual lot or unit, which provides that, the CC&Rs are incorporated therein by reference.

The CC&Rs submitted for review shall (a) provide for a minimum term of 60 years, (b) provide for the establishment of a property owners association comprised of the owners of each individual lot or unit, (c) provide for ownership of the common area by either the property owners association or the owners of each individual lot or unit as tenants in common and (d) contain the following provisions verbatim:

Notwithstanding any provision in this Declaration to the contrary, the following provision shall apply:

The property owners association shall have the right to assess the owners of each individual lot or unit for the reasonable cost of maintaining the private streets and common areas and shall have the right to lien the property of any such owner who defaults in the payment of a maintenance assessment.

An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of the assessment or other document creating the assessment lien.

This declaration shall not be terminated or substantially amended without prior written consent of the Development Services Director of the City of Murrieta or the City's successor-in-interest.

A proposed amendment shall be considered substantial if it affects the extent, usage or maintenance of the private streets, common areas, etc.

In the event of any conflict between this Declaration and the Articles of Incorporation, the Bylaws, or the property owners association Rules and Regulations, if any, this declaration shall control.

In addition, the CC&Rs shall provide a method for the maintenance of the common areas privately maintained slopes, and drainage course within the final map, and shall provide to the extent they are not adequately enforced as to the requirements in these conditions of approval the City shall have the right thereupon to enforce them, at the cost of the owner(s). Once

approved, the declaration of covenants, conditions and restrictions shall be recorded at the same time that the final map is recorded.

Prior to the Issuance of Grading Permit:

25. The applicant shall comply with the provisions of any existing City ordinance established as a mitigation measure for the Stephens Kangaroo Rat.
26. Grading plans shall be reviewed by the Planning Division, Engineering Division, and any other Division that may have an interest in the grading activities, for compliance with the approved Tentative Tract Map, Tentative Parcel Map, and Development Plan permit.
27. All cut and fill slopes, or individual combinations thereof, which exceed ten feet in vertical height shall be modified by an appropriate combination of special terracing (benching) plan, increase slope ratio (i.e., 3:1), retaining walls, and/or slope planting combined with irrigation.
28. Prior to the issuance of any grading permits, the project proponent shall produce evidence acceptable to the Building Official that:

All construction vehicles or equipment, fixed or mobile, operated within 1,000 feet of a dwelling shall be equipped with properly operating and maintained mufflers.

All operations shall comply with the City of Murrieta's noise standards.

Stockpiling and/or vehicle staging areas shall be located as far as practicable from dwellings (e.g., Washington Avenue). Staging and parking of vehicles/equipment shall not be located along Adams Avenue or Brett Lane.

(Notations in the above format appropriately numbered and included with other notations on the front sheet of grading plans, will be considered as adequate evidence of compliance with this condition).

29. Prior to the issuance of grading permits, the Planning Division and any other applicable Division shall determine if fees are owed to the City. If so, any outstanding fees shall be paid by the applicant/developer.
30. Prior to the issuance of grading permits, a wall and fencing plan (separate application/fees) shall be submitted to the Planning Division and Building Division for review and approval.

Prior to Issuance of a Building Permit:

31. The proposed project lies within an area subject to an area-wide Transportation Uniform Mitigation Fee (TUMF). This project shall be subject to the payment of these fees prior to the issuance of building permits. The fees shall be subject to the provisions of the enabling ordinance and based upon the fee schedule in effect.
32. The applicant shall obtain clearance from the Planning Division verifying that all pertinent conditions of the Tentative Tract Map have been satisfied for the development in question.

33. If signs are proposed, a separate application and fees must be submitted for review and issued approval by the Planning Division and Building & Safety Division prior to installation.
34. All lighting shall comply with the City's Lighting Ordinance Section 16.18.110-Mount Palomar Lighting Standards.
35. All landscape and irrigation plans shall be consistent with Title 16.28 of the Murrieta Municipal Code.
36. When applicable, an application and fees for addressing and street naming (if applicable) shall be submitted to the Planning Division for review and approval prior to building permit issuance (allow for a minimum of 30 days for the initial review/comment letter by city staff).
37. All requirements necessary to serve the Project, for water and sewer, to the satisfaction of Western Municipal Water District, shall be completed prior to issuance of the first building permit.

LANDSCAPE:

38. The following general conditions are provided for consideration of residential lot development. Project shall comply with all project-specific Conditions of Approval under related development case numbers including those under DP-2022-2551 and PHS-2024-00018, as well as any future related case numbers.
39. It is the responsibility of the owner's landscape architect to be aware of and comply with the requirements and standards of Title 16.28 of the Murrieta Municipal Code, the City's current policies, and the current State of California water-efficient landscape requirements. All future projects on these parcels shall meet these requirements.
40. It is the responsibility of the owner's landscape architect to be aware of and comply with the requirements and standards outlined in the City's design guideline documents, including but not limited to Residential Front Yard Landscaping and Slope Landscaping, Requirements for Commercial Project Landscaping, and Requirements for Subdivision Tract and Commercial Slopes. Documents can be downloaded at <https://www.murrietaca.gov/286/Applications-Forms>. All future projects on these parcels shall meet these requirements.
41. Construction landscaping plans shall be required for all future projects on these parcels. After the issuance of final conditions of approval, construction landscaping plans for each project shall be submitted to the Planning Division for review. A licensed Landscape Architect shall prepare and stamp the plans.
42. Construction landscaping plans shall be in substantial conformance with the approved conceptual plans and shall be fully coordinated with the project's precise grading plan. No grading approval will be given until City's Landscape Architect and City Planning staff confirm the landscaping plans and grading plans are coordinated.
43. All offsite parkway biofiltration areas as indicated by the included street section shall include plant materials suitable for the purpose of water quality. Proposed biofiltration configuration and plant material selections shall be approved by City's Engineer and City's Landscape Architect, as well as project's designing Engineer.

ENGINEERING DEPARTMENT

The Engineering Department recommends the following Conditions of Approval for the project. Unless stated otherwise, all conditions shall be completed by the Permittee/Owner at no cost to the City.

General:

44. This project consists of multiple discretionary reviews and conditions of approval. Therefore, all conditions of approval shall be referenced as the "Conditions of Approval" and shall be incorporated as a single project.
45. The Permittee/Owner shall submit a Tract Map prepared in accordance with the City of Murrieta Development Code and California Subdivision Map Act. The final map shall be prepared by a licensed land surveyor or qualified registered civil engineer.
46. It is understood that the Tentative Tract Map correctly shows all existing and proposed easements, travel ways, grading, drainage courses, etc., and that any omission may require the resubmittal of documents and/or plans associated with this application for additional consideration.
47. Easements, when required for roadway, slopes, landscape easements, drainage facilities, utilities, etc., both onsite and offsite shall be shown on the Tract Map. All offers of dedication and conveyances shall be submitted for review and approval and recorded as directed by the Engineering Department. A note shall be added on the Tract Map stating, "Drainage easements shall be kept free of buildings and obstructions." The Permittee/Owner shall incur all costs associated with the formation of a suitable maintenance district for all associated slope, drainage, and landscape easements, including access.
48. The Tract Map shall include the following "Improvement Note" to identify required improvements prior to occupancy:

"All public improvements, as identified in the project's Conditions of Approval and approved public street improvement plans, shall be constructed/completed and accepted/as-built prior to first certificate of occupancy.
49. Prior to approval of the Tract Map, the Permittee/Owner shall submit an application and pay a fee for the city administrator to reapportion any existing assessment district liens. The fee proposal from Willdan Financial Services includes a base amount and per parcel charge so the total amount will vary depending on the number of parcels.
50. Proof of payment of any, and all, delinquent property taxes shall be provided prior to recordation

of the Tract Map.

51. All items required to be submitted shall be, at a minimum, in electronic format (e.g., PDF, Word). Hard copies may also be required.
52. All conditions as approved shall be completed by the Permittee/Owner at no cost to the City, unless specified otherwise.
53. Prior to any permit issuance, all relevant plans and reports shall be prepared in accordance with the Murrieta Municipal Code, reviewed, all applicable fees paid, and approved by the City Engineer.
54. As part of the initial submittal of plans, reports, etc., for any grading permit or any other grant of approval, the Permittee/Owner shall submit the approved discretionary plans and reports (e.g., Tentative Map, Preliminary Grading Plan, Preliminary Water Quality Management Plan, Preliminary Hydrology Study, etc.) that were approved as part of the Discretionary Review Process, in addition to all applicable onsite and offsite plans, reports, reference documents, and/or document(s) deemed relevant for the issuance of a permit.
 - a. This project has discretionary plans and/or reports that were not finalized/approved during the Tentative Parcel Map discretionary review process, the Permittee/Owner shall submit those plans and reports along with any plan check comments. Not submitting these plans and/or reports may delay the review process.
55. Prior to 1st submittal of building plans, the Permittee/Owner shall execute the initial submittal of engineering plans/reports (e.g., grading plans, improvement plans, stormwater reports, soils reports, as applicable), submittal shall have been deemed a complete submittal, with the first round of plan check comments provided, and revisions made onto the 2nd submittal of engineering plans/reports. Then, the 1st submittal of building plans shall reflect the revised 2nd submittal of the engineering plans.
56. Prior to the issuance of any building permit, all conditions set forth in these Conditions of Approval shall be completed and accepted/as built, to the satisfaction of the City Engineer.
57. In addition to any applicable permit issuance, an Encroachment Permit shall also be obtained from the Engineering Department prior to the commencement of any construction within City right-of-way or public jurisdiction easements.
58. The Permittee/Owner shall submit a current hyperlinked Preliminary Title Report with active connectivity to all referenced recorded documents identified within the Preliminary Title Report.
59. It is understood that the Tentative Tract Map correctly shows all existing and proposed easements, travel ways, grading, drainage courses, etc., and that any omission may require the resubmittal of documents and/or plans associated with this application for additional consideration.

60. The Permittee/Owner shall comply with all current and applicable requirements set forth in the City of Murrieta's Municipal Code, Development Code, Standard Drawings, Ordinances, Policies, and Resolutions, along with all applicable State (e.g., State Water Resources Control Board) and Federal regulations, whether or not such provisions or requirements have been specifically set forth in these conditions, all of which are now incorporated herein by reference, and fully set forth at this point.
61. Prior to approval of any plans, reports, or legal documents and/or permit issuance, the Permittee/Owner shall pay all outstanding plan check and processing fees.

PRIOR TO THE ISSUANCE OF ANY PERMIT, THE PERMITTEE/OWNER SHALL COMPLETE THE FOLLOWING

62.

Grading Plans

63. The Permittee/Owner shall provide construction drawings (e.g., grading plans, improvement plans) with the Benchmark referencing the National Geodetic Vertical Datum (NGVD) 1929, with accurate location, description, recording date, elevation, and NGVD 1929.
64. The Permittee/Owner shall provide the following items, but may be required to provide additional items to substantiate the proposed design:
- a. A Grading Plan prepared by a registered Civil Engineer in accordance with currently accepted design standards. The plan shall incorporate Grading Information, Erosion & Sediment Control Measures, Mitigation Measures as applicable, and Site Design & Source Control (Low Impact Development (LID)), as well as Pollutant Control and Hydromodification as applicable.
 - i. The Grading Plan shall include within it the following:
 - A Water Quality Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department.
 - A Storm Drain Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department.
 - An Erosion Control Plan prepared by a registered Civil Engineer in accordance with City

standards and approved by the Engineering Department.

- b. A Cost Estimate prepared, signed, and stamped, by a registered civil engineer. The cost estimate shall include all costs but not limited to plan preparation, plan check fees, permit fees, bonding, staking, construction costs, erosion control, soils engineering; construction management, etc.
65. All onsite storm drain systems shall be privately owned and maintained. Private storm drain systems may connect to public storm drain facilities by installing cleanouts situated immediately adjacent to, and within, the public right-of-way.
66. Pay to City all County of Riverside Development Impact Fees applicable at time of grading permit issuance or as otherwise approved by ordinance. In the event these fees have been previously paid, the Permittee/Owner shall provide proof of payment. Said fees may include, but are also not limited to, the following:
 - a. Riverside County Area Drainage Fee
 - b. Kangaroo Rat Fee
 - c. Multiple Species Habitat Conversation Plan (MSHCP) Fee
67. Obtain written clearance, as deemed necessary by the Engineering Department, from the following departments/agencies:
 - a. Planning Division
 - b. Community Services Department
 - c. Building & Safety Division
 - d. Fire Department
 - e. Landscape (Planning)
 - f. Sewer and Water District(s)
 - g. Utility Companies
 - h. Gas Company
68. If applicable, the Permittee/Owner shall obtain and provide the City with written clearance or a non-interference letter from Southern California Edison (SCE) prior to grading plan approval. Permittee/Owner shall submit directly to SCE.
69. If blasting of rock is required, a blasting permit will be required as part of the grading permit process. A blasting permit shall be obtained through the Riverside County Sheriff's Department. Notification shall also be provided to the City of Murrieta Police and Fire Departments prior to blasting.
70. If any water wells are found onsite, the intent shall be identified on the grading plan (e.g., if inoperable...to be abandoned; if operable...to be protected in place, etc.). If to be protected in place, easements may apply. Additionally, if to be abandoned, they shall be abandoned in a manner approved by the State Department of Water Resources and Riverside County Health Department. Confirmation of abandonment approval shall be provided to the City.
71. If applicable, a qualified biologist shall delineate jurisdiction areas that are not to be disturbed. Identify the installation of some type of barrier fence to delineate the areas of avoidance.

disturbed undeveloped land shall be planted with interim landscaping or stabilized with other erosion control measures.

81. The Permittee/Owner shall design and install the irrigation system so runoff does not discharge into the street or storm drain system.
82. Grading during the wet season should identify additional BMPs for rain events that may occur as necessary for compliance with the Santa Margarita Region MS4 Permit.
83. A copy of the Notice of Intent (NOI) and Waste Discharge Identification (WDID) number from the State Water Resources Control Board shall be identified on the SWPPP.
84. A Notice of Termination (NOT) can then be filed with the State Water Resources Control Board. Grading during the wet season should identify additional BMPs for rain events that may occur as necessary for compliance with the Santa Margarita Region MS4 Permit. This document must minimize the disturbed area, label the maximum disturbed area, and identify equipment and material storage areas.
85. Erosion and sediment control details shall be submitted on the grading plans to the City's Engineering Division for review and approval. The details shall conform to City standards, codes, and ordinances and the current State Water Resources Control Board (SWRCB) General Construction Permit (GCP), as applicable. The details shall include landscaping and irrigation systems on exposed slopes to achieve the General Construction Permit required coverage criteria, and for acceptance by the City's Engineering Department.

PRIOR TO ISSUANCE OF BUILDING PERMITS

86. The Permittee/Owner shall provide a copy of the recorded map and/or agreements to the Building & Safety Division and Engineering Department. Electronic and hard copies may be required, at the discretion of the City Engineer.
87. The building pad shall be certified by a registered Civil Engineer for location and elevation. Additionally, the Soils Engineer shall issue a Final Soils Report addressing compaction and site conditions.
88. The Permittee/Owner shall pay the City all applicable Development Impact Fees as required by and in accordance with City Ordinance 196-98, Resolution No. 08-2107, and Resolution No. 16-3602.
89. The Permittee/Owner shall pay to the City the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) based on the applicable rates at the time of permit.

DURING CONSTRUCTION

90. No parking of any construction and/or employee vehicles along Adams Avenue and Brett Lane (private road). Staging of equipment and ingress/egress shall only occur at the

Washington Avenue side of the Project.

PRIOR TO OCCUPANCY

91. The Permittee/Owner shall provide one set of Mylars, scanned copy, and electronic copy of "As-Built" drawings of the grading and improvement plans. The electronic copy shall be in an AutoCAD format to the satisfaction of the City's GIS Department². Also provide electronic copies (thumb drive) of the approved WQMP, Hydrology/Hydraulic Report, Final Geotechnical Report, and any other applicable document(s). Said Electronic copies shall be in a Word.doc, PDF format, or other acceptable Microsoft formats.

END CONDITIONS

IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TENTATIVE PARCEL MAP NO. 38310

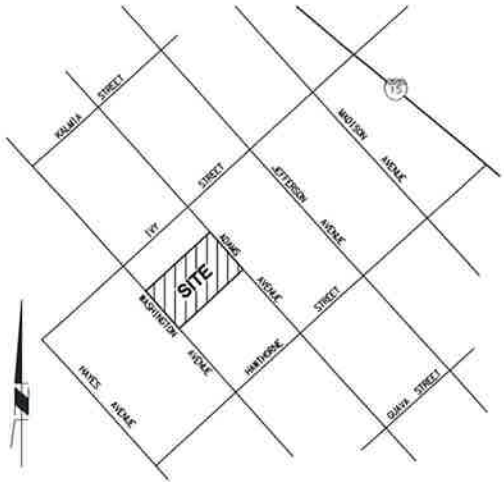
"FOR CONDOMINIUM PURPOSES"
JULY 2023



NO.	BEARING	LENGTH
L.1	N41°49'06"W	3.00'
L.2	N48°10'54"E	69.73'

LEGEND

	AERIAL PANELS		METER / UTILITY MANHOLE
	GRID TEXT		VALVE
	GRID TICK		UTILITY POLE
	SPOT ELEVATION		LIGHT POLE
	GATE		STREET LIGHT
	SINGLE TREE		BUILDING
	PALM TREE		SWIMMING POOL
	SIGNS		FENCE
	OVERHEAD SIGNS		INDEX CONTOUR / TEXT
	STREET SIGN		INTER CONTOUR
	POST / BOLLARD		VEGETATION LINE
	FIRE HYDRANT		



VICINITY MAP

N.T.S.
2003 THOMAS GUIDE PAGE: 928 GRID: A7 & B7

OWNER

ESTHER H. GIERSON
25190 WASHINGTON AVENUE
MURRIETA, CA 92562

DEVELOPER

OTM MURRIETA, LLC
3121 MICHELSON DRIVE, SUITE 200
IRVINE, CA 92612
P. 949-290-7510

ENGINEER

MICHAEL BAKER INTERNATIONAL
40810 COUNTY CENTER DR., SUITE 200
TEMECULA, CA 92591
(TEL) 951-676-8042 (FAX) 951-676-7240

ASSESSORS PARCEL NUMBER

909-190-001

GENERAL NOTES

- ASSESSORS'S PARCEL NO. 909-190-001
- PROJECT STREET ADDRESS: 25190 WASHINGTON AVENUE, MURRIETA, CA 92562
- EXISTING ZONING DESIGNATION: S F-2 (SINGLE FAMILY 2 PLANNED RESIDENTIAL DEVELOPMENT)
- GENERAL PLAN DESIGNATION: SINGLE-FAMILY RESIDENTIAL (1, 1-10.0 DU AC)
- TOTAL GROSS SITE ACREAGE: 20.63 ACRES
- TOTAL NET SITE ACREAGE: 19.34 ACRES
- PUBLIC STREET DEDICATIONS: LOTS "A", "B", AND "C", 1.29 ACRES
- THIS PROPERTY IS NOT WITHIN A COUNTY SERVICE AREA, COMMUNITY FACILITIES DISTRICT OR SPECIFIC PLAN
- THE TENTATIVE MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND DIVIDED.
- THIS LAND IS SUBJECT TO MODERATE LIQUEFACTION OR OTHER GEOLOGIC HAZARDS.
- THE SUBJECT PROPERTY IS SHOWN AS ZONE X, AREA OF 0.2% PERCENT ANNUAL CHANCE OF FLOOD HAZARD, ON U.S. DEPARTMENT OF FLOOD INSURANCE BOUNDARY MAP, COMMUNITY PANEL NUMBER 060502715G, DATED 08/28/2008, IN THE CITY OF MURRIETA.
- THE SETBACKS: FRONT = 10', REAR = 10' MIN., SIDE = 0'-10'

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP 6760, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20, PAGE 84 AND 85 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 909-190-001

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 11, NAD83 (EPOCH 2007.0) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS OPERATING REFERENCE STATIONS (CORS) WPTD AND DLS BEING IN A-23-01 78M AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC) AND/OR NATIONAL GEODETIC SURVEY (NGS), RESPECTIVELY.

BENCHMARK

RIVERSIDE COUNTY BENCHMARK: R-1-70
MONUMENT: BRASS DISK IN CONCRETE POST
DESCRIPTION: AT THE NORTHWEST CORNER OF WASHINGTON AVENUE AND "C" STREET, 50.0 FEET WEST OF THE CENTER OF THE CENTER OF WASHINGTON AVENUE, 15.0 FEET NORTH OF THE SOUTHEAST CORNER OF THE MURRIETA POST OFFICE, 10.0 FEET EAST OF THE EAST WALL OF THE POST OFFICE, FOUND A BRASS DISK SET IN THE TOP OF A 8 INCH CONCRETE POST, MARKED R-1-70.

ELEVATION: 1090.024'

SOURCE OF TOPOGRAPHY

AEROTECH MAPPING, INC.
200 SPECTRUM CENTER DRIVE, SUITE 300
IRVINE, CA 92618
(TEL) 949-406-3600
DATE OF SURVEY: JULY 22, 2021

EXISTING EASEMENT NOTES

THE BASIS OF THESE EASEMENTS IS A PRELIMINARY TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY UNDER ORDER NO. 010-30067900-A-BAM DATED JULY 22, 2021.

- ① AN EASEMENT FOR PUBLIC UTILITIES AND IMPRESS AND EGRESS, IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY, RECORDED JANUARY 13, 1953 AS INSTRUMENT NO. 1731, IN BOOK 1431, PAGE 359 OF OFFICIAL RECORDS.

UTILITY PURVEYORS

SOUTHERN CALIFORNIA EDISON
ELECTRIC SERVICE PROVIDER
24407 PHELIPPI ROAD
WILDMAR, CA 92595
(800) 611-1911

SOUTHERN CALIFORNIA GAS COMPANY
NATURAL GAS SERVICE PROVIDER
4495 HOWARD AVENUE
RIVERSIDE, CA 92507
(800) 427-2000

EASTERN MUNICIPAL WATER DISTRICT
WATER AND SEWER SERVICE PROVIDER
2270 TRIANGLE ROAD
PERRIS, CA 92570
(951) 928-6177

FRONTIER
TELEPHONE, INTERNET, CABLE TV SERVICE PROVIDER
40750 WINCHESTER ROAD, SPACE "A"
TEMECULA, CA 92591
(951) 296-3499

IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TENTATIVE PARCEL MAP NO. 38310

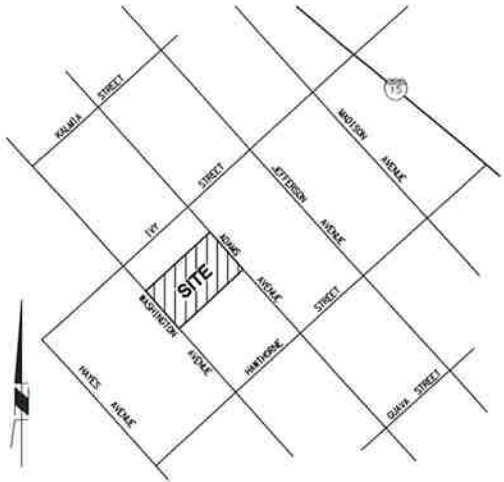
"FOR CONDOMINIUM PURPOSES"
JULY 2023



NO.	BEARING	LENGTH
L.1	N41°49'06"W	3.00'
L.2	N48°10'54"E	69.73'

LEGEND

	AERIAL PANELS		METER / UTILITY MANHOLE
	GRID TEXT		VALVE
	GRID TICK		UTILITY POLE
	SPOT ELEVATION		LIGHT POLE
	GATE		STREET LIGHT
	SINGLE TREE		BUILDING
	PALM TREE		SWIMMING POOL
	SIGNS		FENCE
	OVERHEAD SIGNS		INDEX CONTOUR / TEXT
	STREET SIGN		INTER CONTOUR
	POST / BOLLARD		VEGETATION LINE
	FIRE HYDRANT		



VICINITY MAP

N.T.S.
2003 THOMAS GUIDE PAGE: 928 GRID: A7 & B7

OWNER

ESTHER H. GIERSON
25190 WASHINGTON AVENUE
MURRIETA, CA 92562

DEVELOPER

OTM MURRIETA, LLC
3121 MICHELSON DRIVE, SUITE 200
IRVINE, CA 92612
P. 949-290-7510

ENGINEER

MICHAEL BAKER INTERNATIONAL
40810 COUNTY CENTER DR., SUITE 200
TEMECULA, CA 92591
(TEL) 951-676-8042 (FAX) 951-676-7240

ASSESSORS PARCEL NUMBER

909-190-001

GENERAL NOTES

- ASSESSORS'S PARCEL NO. 909-190-001
- PROJECT STREET ADDRESS: 25190 WASHINGTON AVENUE, MURRIETA, CA 92562
- EXISTING ZONING DESIGNATION: S F-2 (SINGLE FAMILY 2 PLANNED RESIDENTIAL DEVELOPMENT)
- GENERAL PLAN DESIGNATION: SINGLE-FAMILY RESIDENTIAL (1, 1-10.0 DU AC)
- TOTAL GROSS SITE ACREAGE: 20.63 ACRES
- TOTAL NET SITE ACREAGE: 19.34 ACRES
- PUBLIC STREET DEDICATIONS: LOTS "A", "B", AND "C", 1.29 ACRES
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- THE TENTATIVE MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND DIVIDED.
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- THE SUBJECT PROPERTY IS SHOWN AS ZONE X, AREA OF 0.2% PERCENT ANNUAL CHANCE OF FLOOD HAZARD, ON U.S. DEPARTMENT OF FLOOD INSURANCE BOUNDARY MAP, COMMUNITY PANEL NUMBER 060502715G, DATED 08/28/2008, IN THE CITY OF MURRIETA.
- THE SETBACKS: FRONT = 10', REAR = 10' MIN., SIDE = 0'-10'

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP 6760, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20, PAGE 84 AND 85 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 909-190-001

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 11, NAD83 (EPOCH 2007.0) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS OPERATING REFERENCE STATIONS (CORS) WPTD AND DLS BEING IN A-23-01 78M AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC) AND/OR NATIONAL GEODETIC SURVEY (NGS), RESPECTIVELY.

BENCHMARK

RIVERSIDE COUNTY BENCHMARK: R-1-70
MONUMENT: BRASS DISK IN CONCRETE POST
DESCRIPTION: AT THE NORTHWEST CORNER OF WASHINGTON AVENUE AND "C" STREET, 50.0 FEET WEST OF THE CENTER OF THE CENTER OF WASHINGTON AVENUE, 15.0 FEET NORTH OF THE SOUTHEAST CORNER OF THE MURRIETA POST OFFICE, 10.0 FEET EAST OF THE EAST WALL OF THE POST OFFICE, FOUND A BRASS DISK SET IN THE TOP OF A 8 INCH CONCRETE POST, MARKED R-1-70.

ELEVATION: 1090.024'

SOURCE OF TOPOGRAPHY

AEROTECH MAPPING, INC.
200 SPECTRUM CENTER DRIVE, SUITE 300
IRVINE, CA 92618
(TEL) 949-406-3600
DATE OF SURVEY: JULY 22, 2021

EXISTING EASEMENT NOTES

THE BASIS OF THESE EASEMENTS IS A PRELIMINARY TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY UNDER ORDER NO. 010-30067900-A-BAM DATED JULY 22, 2021.

- ① AN EASEMENT FOR PUBLIC UTILITIES AND IMPRESS AND EGRESS, IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY, RECORDED JANUARY 13, 1953 AS INSTRUMENT NO. 1731, IN BOOK 1431, PAGE 359 OF OFFICIAL RECORDS.

UTILITY PURVEYORS

SOUTHERN CALIFORNIA EDISON
ELECTRIC SERVICE PROVIDER
24407 PHELIPPI ROAD
WILDMAR, CA 92595
(800) 611-1911

SOUTHERN CALIFORNIA GAS COMPANY
NATURAL GAS SERVICE PROVIDER
4495 HOWARD AVENUE
RIVERSIDE, CA 92507
(800) 427-2000

EASTERN MUNICIPAL WATER DISTRICT
WATER AND SEWER SERVICE PROVIDER
2270 TRIANGLE ROAD
PERRIS, CA 92570
(951) 928-6177

FRONTIER
TELEPHONE, INTERNET, CABLE TV SERVICE PROVIDER
40750 WINCHESTER ROAD, SPACE "A"
TEMECULA, CA 92591
(951) 296-3499

IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TENTATIVE PARCEL MAP NO. 38310

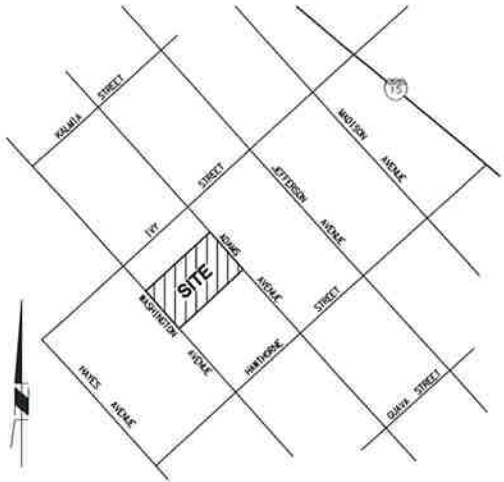
"FOR CONDOMINIUM PURPOSES"
JULY 2023



NO.	BEARING	LENGTH
L.1	N41°49'06"W	3.00'
L.2	N48°10'54"E	69.73'

LEGEND

	AERIAL PANELS		METER / UTILITY MANHOLE
	GRID TEXT		VALVE
	GRID TICK		UTILITY POLE
	SPOT ELEVATION		LIGHT POLE
	GATE		STREET LIGHT
	SINGLE TREE		BUILDING
	PALM TREE		SWIMMING POOL
	SIGNS		FENCE
	OVERHEAD SIGNS		INDEX CONTOUR / TEXT
	STREET SIGN		INTER CONTOUR
	POST / BOLLARD		VEGETATION LINE
	FIRE HYDRANT		



VICINITY MAP

N.T.S.
2003 THOMAS GUIDE PAGE: 928 GRID: A7 & B7

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ESTHER H. GIERSON
25190 WASHINGTON AVENUE
MURRIETA, CA 92562

DEVELOPER

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IRVINE, CA 92612
P. 949-290-7510

ENGINEER

MICHAEL BAKER INTERNATIONAL
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909-190-001

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APN: 909-190-001

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BENCHMARK

RIVERSIDE COUNTY BENCHMARK: R-1-70
MONUMENT: BRASS DISK IN CONCRETE POST
DESCRIPTION: AT THE NORTHWEST CORNER OF WASHINGTON AVENUE AND "C" STREET, 50.0 FEET WEST OF THE CENTER OF THE CENTER OF WASHINGTON AVENUE, 15.0 FEET NORTH OF THE SOUTHEAST CORNER OF THE MURRIETA POST OFFICE, 10.0 FEET EAST OF THE EAST WALL OF THE POST OFFICE, FOUND A BRASS DISK SET IN THE TOP OF A 8 INCH CONCRETE POST, MARKED R-1-70.

ELEVATION: 1090.024'

SOURCE OF TOPOGRAPHY

AEROTECH MAPPING, INC.
200 SPECTRUM CENTER DRIVE, SUITE 300
IRVINE, CA 92618
(TEL) 949-406-3600
DATE OF SURVEY: JULY 22, 2021

EXISTING EASEMENT NOTES

THE BASIS OF THESE EASEMENTS IS A PRELIMINARY TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY UNDER ORDER NO. 010-30067900-A-BAM DATED JULY 22, 2021.

- ① AN EASEMENT FOR PUBLIC UTILITIES AND IMPRESS AND EGRESS, IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY, RECORDED JANUARY 13, 1953 AS INSTRUMENT NO. 1731, IN BOOK 1431, PAGE 359 OF OFFICIAL RECORDS.

UTILITY PURVEYORS

SOUTHERN CALIFORNIA EDISON
ELECTRIC SERVICE PROVIDER
24407 PHELIPPI ROAD
WILDMAR, CA 92595
(800) 611-1911

SOUTHERN CALIFORNIA GAS COMPANY
NATURAL GAS SERVICE PROVIDER
4495 HOWARD AVENUE
RIVERSIDE, CA 92507
(800) 427-2000

EASTERN MUNICIPAL WATER DISTRICT
WATER AND SEWER SERVICE PROVIDER
2270 TRIANGLE ROAD
PERRIS, CA 92570
(951) 928-6177

FRONTIER
TELEPHONE, INTERNET, CABLE TV SERVICE PROVIDER
40750 WINCHESTER ROAD, SPACE "A"
TEMECULA, CA 92591
(951) 296-3499

IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TENTATIVE PARCEL MAP NO. 38310

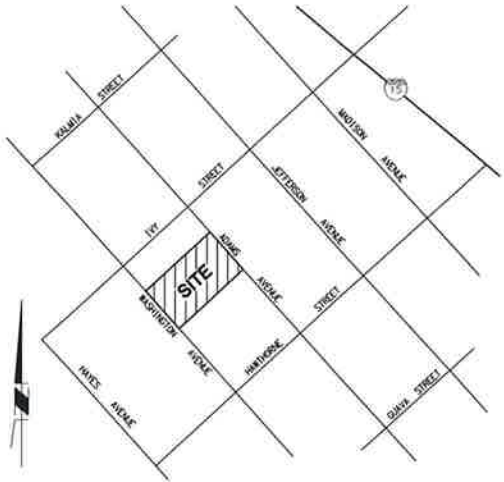
"FOR CONDOMINIUM PURPOSES"
JULY 2023



NO.	BEARING	LENGTH
L.1	N41°49'06"W	3.00'
L.2	N48°10'54"E	69.73'

LEGEND

	AERIAL PANELS		METER / UTILITY MANHOLE
	GRID TEXT		VALVE
	GRID TICK		UTILITY POLE
	SPOT ELEVATION		LIGHT POLE
	GATE		STREET LIGHT
	SINGLE TREE		BUILDING
	PALM TREE		SWIMMING POOL
	SIGNS		FENCE
	OVERHEAD SIGNS		INDEX CONTOUR / TEXT
	STREET SIGN		INTER CONTOUR
	POST / BOLLARD		VEGETATION LINE
	FIRE HYDRANT		



VICINITY MAP

N.T.S.
2003 THOMAS GUIDE PAGE: 928 GRID: A7 & B7

OWNER

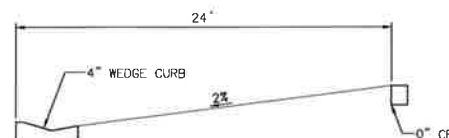
ESTHER H. GIERSON
25190 WASHINGTON AVENUE
MURRIETA, CA 92562

DEVELOPER

OTM MURRIETA, LLC
3121 MICHELSON DRIVE, SUITE 200
IRVINE, CA 92612
P. 949-290-7510

ENGINEER

MICHAEL BAKER INTERNATIONAL
40810 COUNTY CENTER DR., SUITE 200
TEMECULA, CA 92591
(TEL) 951-676-8042 (FAX) 951-676-7240



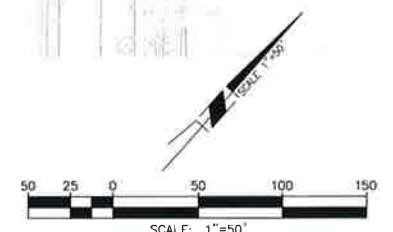
TYPICAL ALLEY CROSS SECTION
NOT TO SCALE


Approved
City of Murrieta
Planning Department

Date: 12-13-23

By: PLANNING COMMISSION

Description: SITE DEVELOPMENT
GRADING, TENTATIVE PARCEL MAP
LANDSCAPE DP2022-2551 TPM2022-2549

[illegible]

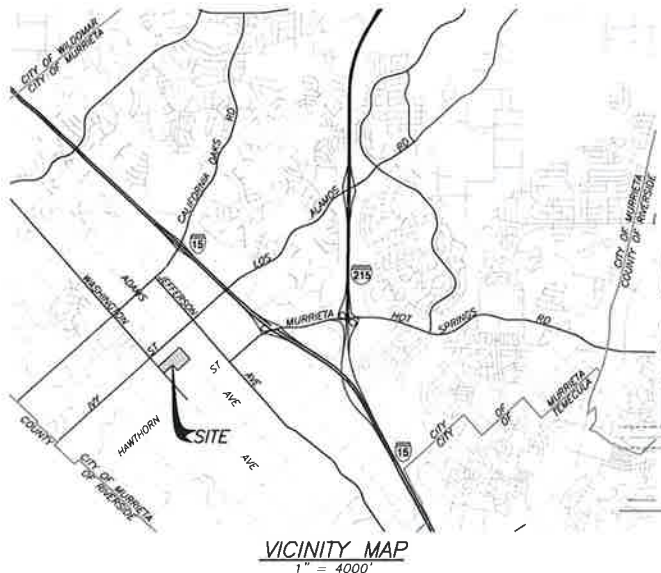
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE,
CITY OF MURRIETA
TENTATIVE TRACT MAP NO. 39271
FOR 107 CONDOMINIUM PURPOSES
GIERSON RANCH

EXISTING EASEMENTS:

- (A) AN EASEMENT FOR PUBLIC UTILITIES AND INGRESS AND EGRESS, IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY, RECORDED JANUARY 13, 1953 AS INSTRUMENT NO. 1731, PAGE 359 OF OFFICIAL RECORDS.

PROPOSED EASEMENTS:

- (B) AN EASEMENT FOR JOINT USE DRIVEWAY RESERVED FOR THE OWNER, ITS SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS ON THIS MAP.
(C) AN EASEMENT FOR EMERGENCY ACCESS PURPOSES DEDICATED TO THE CITY OF MURRIETA ON THIS MAP.



VICINITY MAP
1" = 4000'

PROJECT PARTICIPANTS

OWNER
ESTHER H. GIERSON
25190 WASHINGTON AVE
MURRIETA, CA 92562

ARCHITECT
KITY ARCHITECTURE
CONTACT: CRAIG RUSSELL
17911 VON KARMAN AVE,
SUITE 200
IRVINE, CA 92614
TEL: (949) 851-2133

DEVELOPER
OTM MURRIETA, LLC
CONTACT: ERIC HIGUCHI
16381 SCIENTIFIC WAY
IRVINE, CA 92618
TEL: (949) 290-7510

SURVEYOR
VERTEX SURVEY INC.
CONTACT: RICK ESTRADA
28348 CONSTELLATION RD,
STE 800
SANTA CLARITA, CA 91355
TEL: (661) 254-1928

CIVIL ENGINEER
FORMA ENGINEERING INC.
CONTACT: ARET BINATU
400 SAN FERNANDO MISSION BL,
STE 200
SAN FERNANDO, CA 91340
TEL: (818) 832-1710

UTILITY PURVEYORS

ELECTRIC SOUTHERN CALIFORNIA EDISON (SCE) (951) 928-8272
GAS SOUTHERN CALIFORNIA GAS (SCG) (951) 304-0093
TELEPHONE VERIZON (951) 929-9490
WATER & SEWER WESTERN MUNICIPAL WATER DISTRICT (951) 571-7104
SCHOOL DISTRICT MURRIETA VALLEY SCHOOL DISTRICT (951) 696-1641
CABLE TELEVISION TIME WARNER CABLE (866) 205-0312

GENERAL NOTES:

- ASSESSOR'S PARCEL NO. 909-190-001
- PROJECT STREET ADDRESS: 25190 WASHINGTON AVENUE, MURRIETA, CA 92562
- EXISTING ZONING DESIGNATION: S F-2 (SINGLE FAMILY 2 PLANNED RESIDENTIAL DEVELOPMENT)
- GENERAL PLAN DESIGNATION: SINGLE-FAMILY RESIDENTIAL (1.1-10.0 DU AC)
- TOTAL GROSS SITE ACREAGE: 15.81 AC
- TOTAL NEW SITE ACREAGE: 15.81 AC
- PUBLIC STREET DEDICATIONS: NONE (DEDICATIONS ARE MADE AS PART OF PM 38310)
- THIS PROPERTY IS NOT WITHIN A COUNTY SERVICE AREA, COMMUNITY FACILITIES DISTRICT OR SPECIFIC PLAN.
- THE TENTATIVE MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND DIVIDED.
- THIS LAND IS SUBJECT TO MODERATE LIQUEFACTION OR OTHER GEOLOGIC HAZARDS.
- THE SETBACKS: FRONT=10', REAR=10' MIN. SIDE=0'-10'
- WALLS AND FENCING ARE SHOWN ON A SEPARATE SUBMITTAL.
- THE PERMITEE SHALL OBTAIN ALL NECESSARY FEDERAL, STATE, AND LOCAL PERMITS.

LEGAL DESCRIPTION

A PORTION OF PARCEL 1 OF PARCEL MAP 6760, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20, PAGES 84 AND 85 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN SECTION 20 AND SECTION 21, TOWNSHIP 7 SOUTH, RANGE 3 WEST, S.B.M.
APN: 909-190-001

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE VI, NAD83 (EPOCH 2017.50) BASED LOCALLY ON CONTINUOUS OPERATING REFERENCE STATIONS (CORS) "ELSG", "DLU2", AND "P477" AS SHOWN HEREON. ALL DISTANCES ARE GRID DISTANCES, UNLESS OTHERWISE NOTED.

FEMA FLOOD ZONE

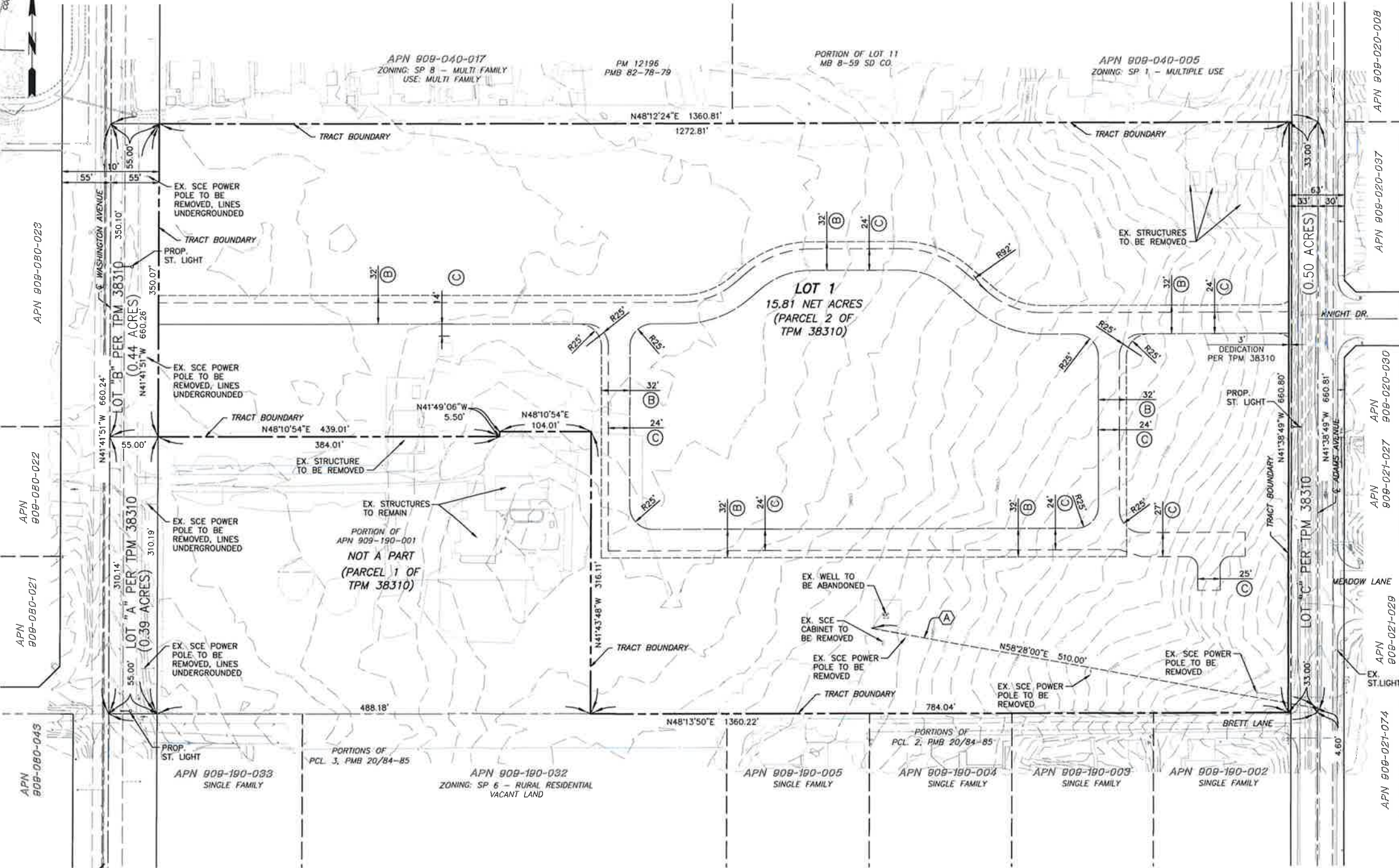
PROJECT SITE IS LOCATED IN ZONE X, AREA OF 0.2 PERCENT ANNUAL CHANCE OF FLOOD HAZARD, ON U.S. DEPARTMENT OF FLOOD INSURANCE BOUNDARY MAP, COMMUNITY PANEL NUMBER 06065C27156, DATED 08-28-2008, IN THE CITY OF MURRIETA.

SOURCE OF TOPOGRAPHY

VERTEX SURVEY, INC. (FIELD SURVEY)
28348 CONSTELLATION RD, SUITE 800
SANTA CLARITA, CA 91355
(661) 254-1928
SURVEY DATE: JUNE 2023-APRIL 2024

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
1	TITLE SHEET, TENTATIVE TRACT MAP
2	CONCEPTUAL GRADING PLAN
3	PROJECT SECTIONS AND SETBACKS
4	CONCEPTUAL UTILITY PLAN



BENCH MARK:
DESCRIPTION: RIVERSIDE COUNTY BENCHMARK: R-1-70
LOCATION: AT THE NORTHWEST CORNER OF WASHINGTON AVENUE AND "C" STREET, 58.0 FEET WEST OF THE CENTER OF THE CORNER OF WASHINGTON AVENUE, 15.0 FEET NORTH OF THE SOUTHWEST CORNER OF THE MURRIETA POST OFFICE, 100 FEET EAST OF THE EAST WALL OF THE POST OFFICE, FOUND A BRASS DISK SET IN THE TOP OF A 8 INCH CONCRETE POST, MARKED R-1-70.
ELEVATION: 1090.024' DATUM: NGVD29



PREPARED BY:
FORMA ENGINEERING INC.
400 San Fernando Mission Boulevard, Suite 200
San Fernando, California 91340
Phone: (818) 832-1710 • Fax: (818) 832-1740
Shereef E. Suriur 02/14/2025
DATE

DATE	INITIAL	REVISION DESCRIPTION	SHEET NO.	DATE	INITIAL

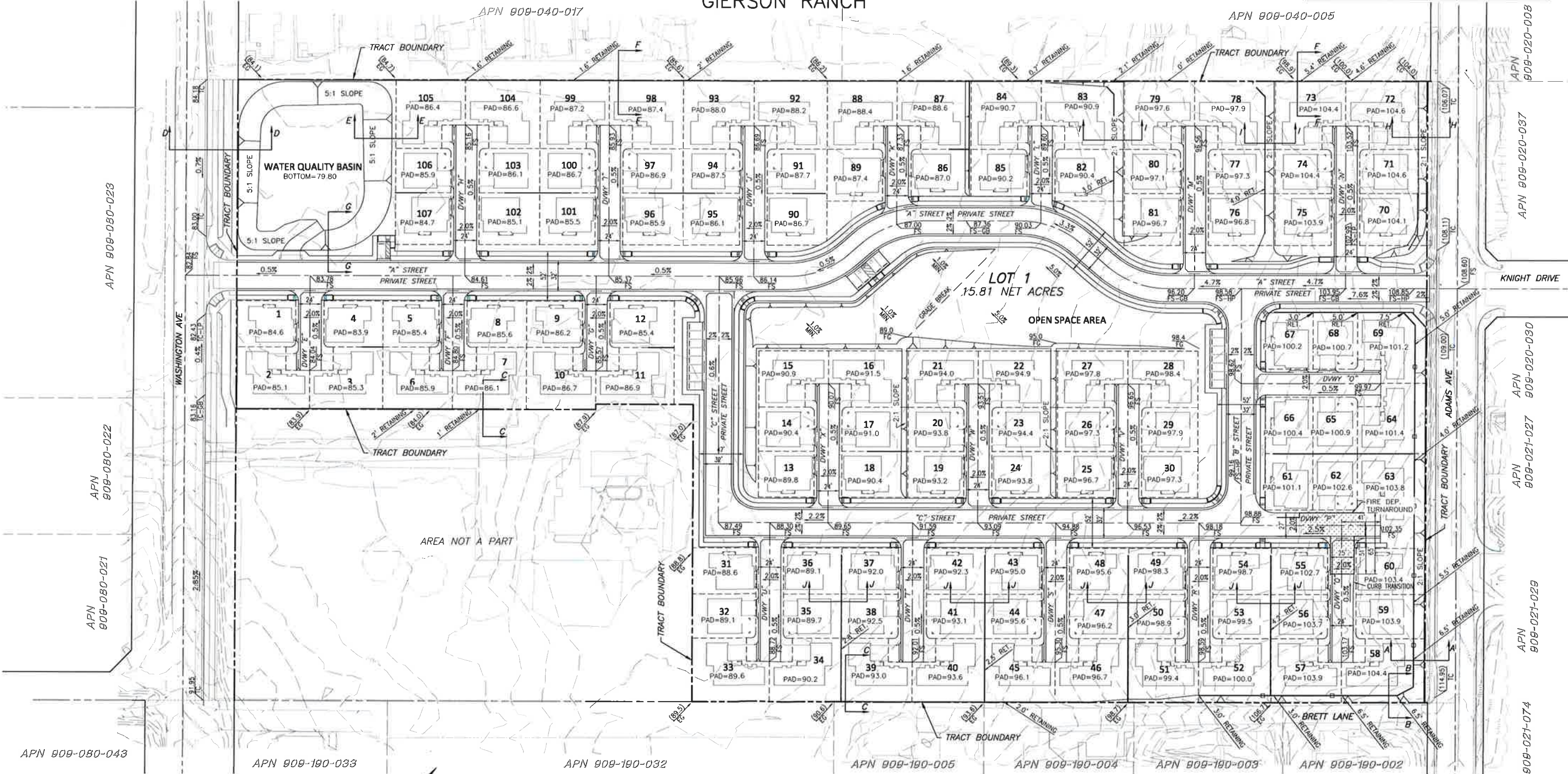
SHEET 1	CITY OF MURRIETA PLANNING DEPARTMENT	SHEETS 4
TENTATIVE TRACT MAP NO. 39271 GIERSON RANCH TITLE SHEET, TENTATIVE MAP		

Drawing Name: L:\32599\City of Murrieta\Projects\Tentative Map\39271\Title.dwg
Last Updated: May 03, 2025 - 3:16pm by drc

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE,
CITY OF MURRIETA
TENTATIVE TRACT MAP NO. 39271
FOR 107 CONDOMINIUM PURPOSES
GIERSON RANCH

ESTIMATED EARTHWORK QUANTITIES

	CUT (CY)	FILL (CY)
ROUGH GRADE (RAW VOLUME)	21,680	29,077
OVEREX & RECOMPACT:	100,800	100,800
UNDERGROUND STORM DRAIN STORAGE	4,800	-
SUBTOTAL:	127,280	129,877
SHRINKAGE: (12.5% AVERAGE)	-	15,910
SUBSIDENCE:	-	2,557
TOTAL:	127,280	148,344
ESTIMATED IMPORT AMOUNT:		21,064 CY



LEGEND:

- TRACT BOUNDARY
- CONDOMINIUM UNIT PAD LIMITS
- 2:1 MAX SLOPE
- RETAINING WALL
- RET.

FS
FG
HP
LP
GB
TC

FINISH SURFACE
FINISH GRADE
HIGH POINT
LOW POINT
GRADE BREAK
TOP OF CURB

BENCH MARK:
DESCRIPTION: RIVERSIDE COUNTY BENCHMARK: R-1-70
LOCATION: AT THE NORTHWEST CORNER OF WASHINGTON AVENUE AND "C" STREET, 56.0 FEET WEST OF THE CENTER OF THE CORNER OF WASHINGTON AVENUE, 15.0 FEET NORTH OF THE SOUTHEAST CORNER OF THE MURRIETA POST OFFICE, 10.0 FEET EAST OF THE EAST WALL OF THE POST OFFICE, FOUND A BRASS DISK SET IN THE TOP OF A 6 INCH CONCRETE POST, MARKED R-1-70.

ELEVATION: 1090.024' DATUM: NGVD29

SEAL:

SEAL:

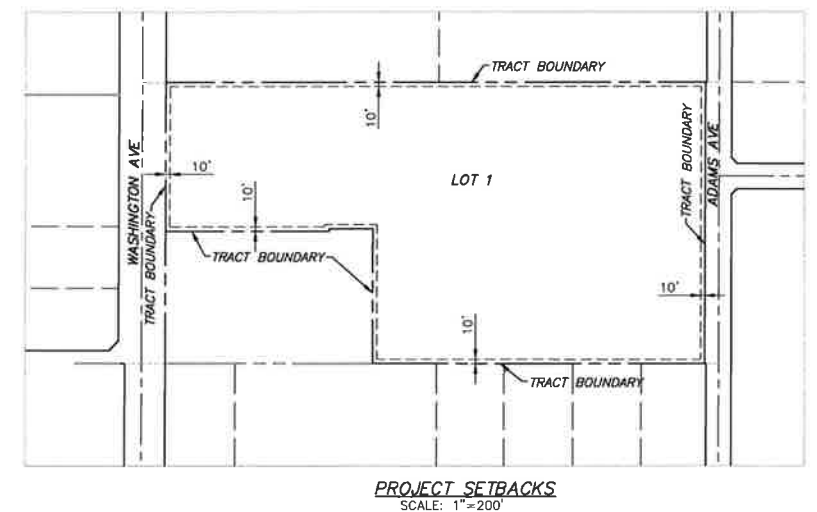
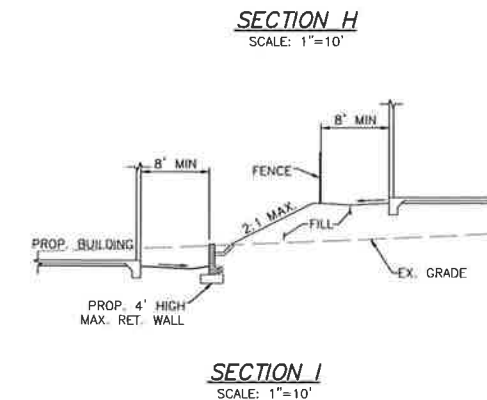
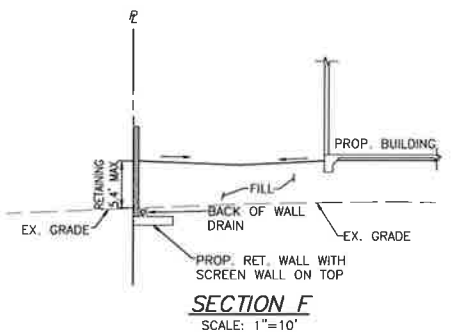
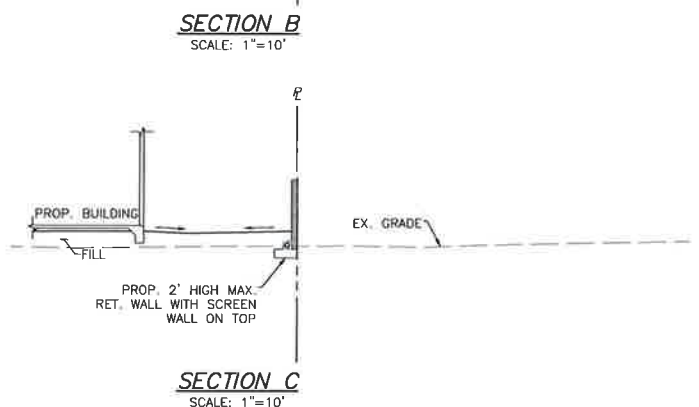
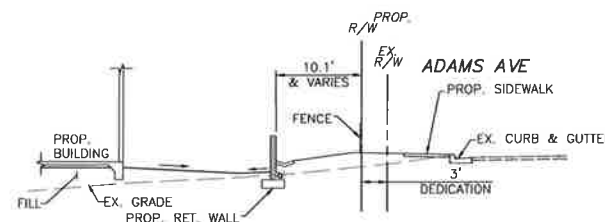
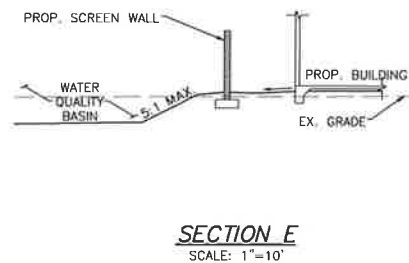
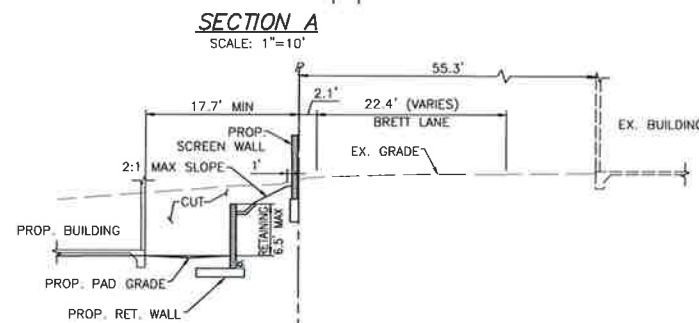
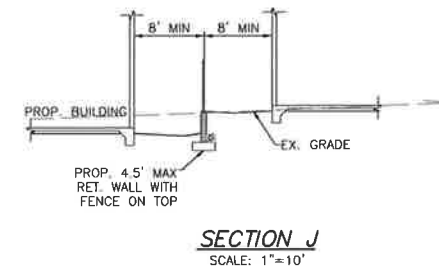
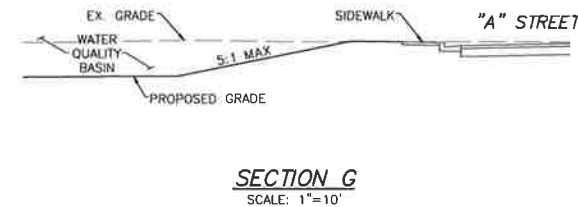
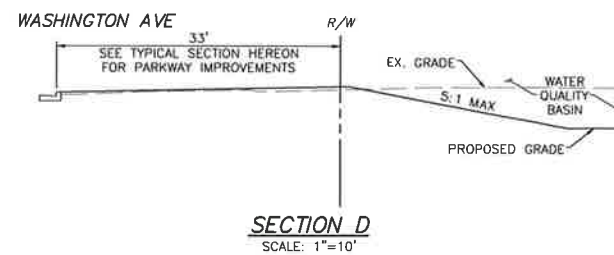
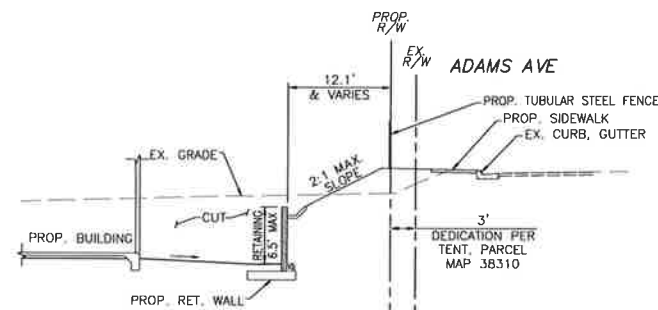
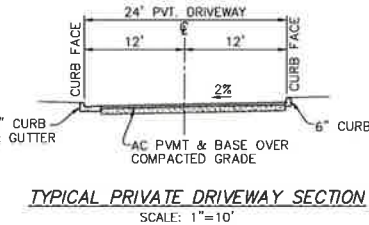
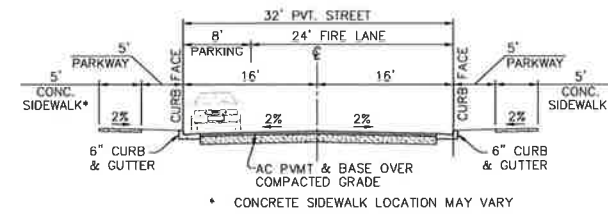
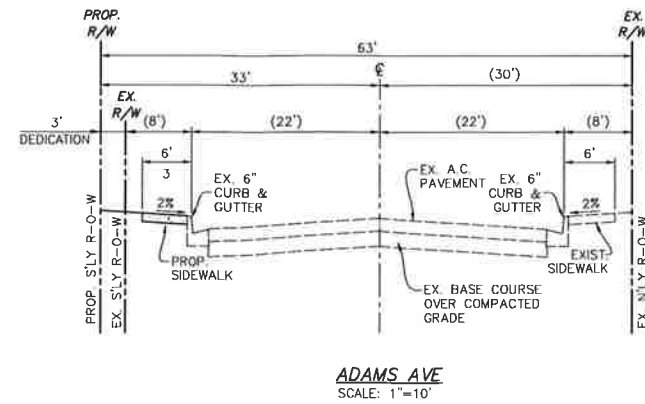
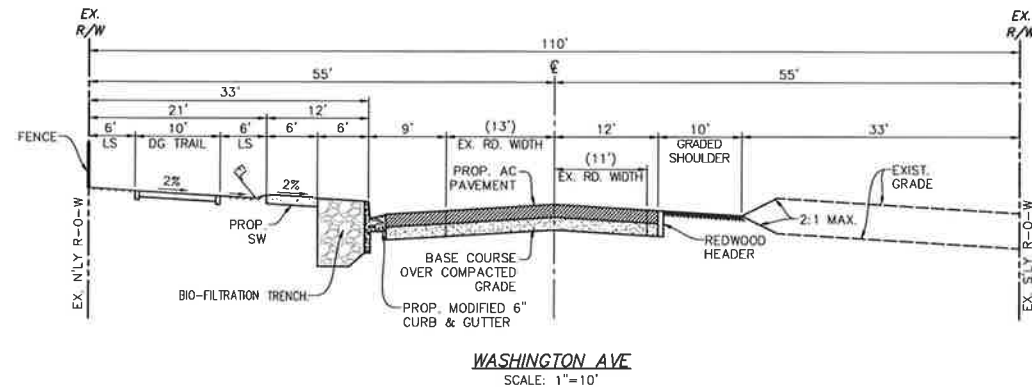
PREPARED BY: **FORMA ENGINEERING INC.**
400 San Fernando Mission Boulevard, Suite 200
San Fernando, California 91340
Phone: (818) 832-1710 - Fax: (818) 832-1740
Sherref C. Surur 02/14/2025
SHERREF C. SURUR DATE

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL

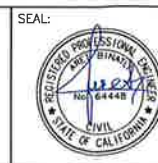
ENGINEER OF WORK CITY APPROVAL

SHEET 2 CITY OF MURRIETA PLANNING DEPARTMENT SHEETS 4

TENTATIVE TRACT MAP NO. 39271
GIERSON RANCH
CONCEPTUAL GRADING PLAN



BENCH MARK:
DESCRIPTION: RIVERSIDE COUNTY BENCHMARK: R-1-70
LOCATION: AT THE NORTHWEST CORNER OF WASHINGTON AVENUE AND "C" STREET, 50.0 FEET WEST OF THE CENTER OF THE CORNER OF WASHINGTON AVENUE, 15.0 FEET NORTH OF THE SOUTHEAST CORNER OF THE MURRIETA POST OFFICE, 10.0 FEET EAST OF THE EAST WALL OF THE POST OFFICE, FOUND A BRASS DISK SET IN THE TOP OF A 6 INCH CONCRETE POST, MARKED R-1-70
ELEVATION: 1090.024' DATUM: NGVD29



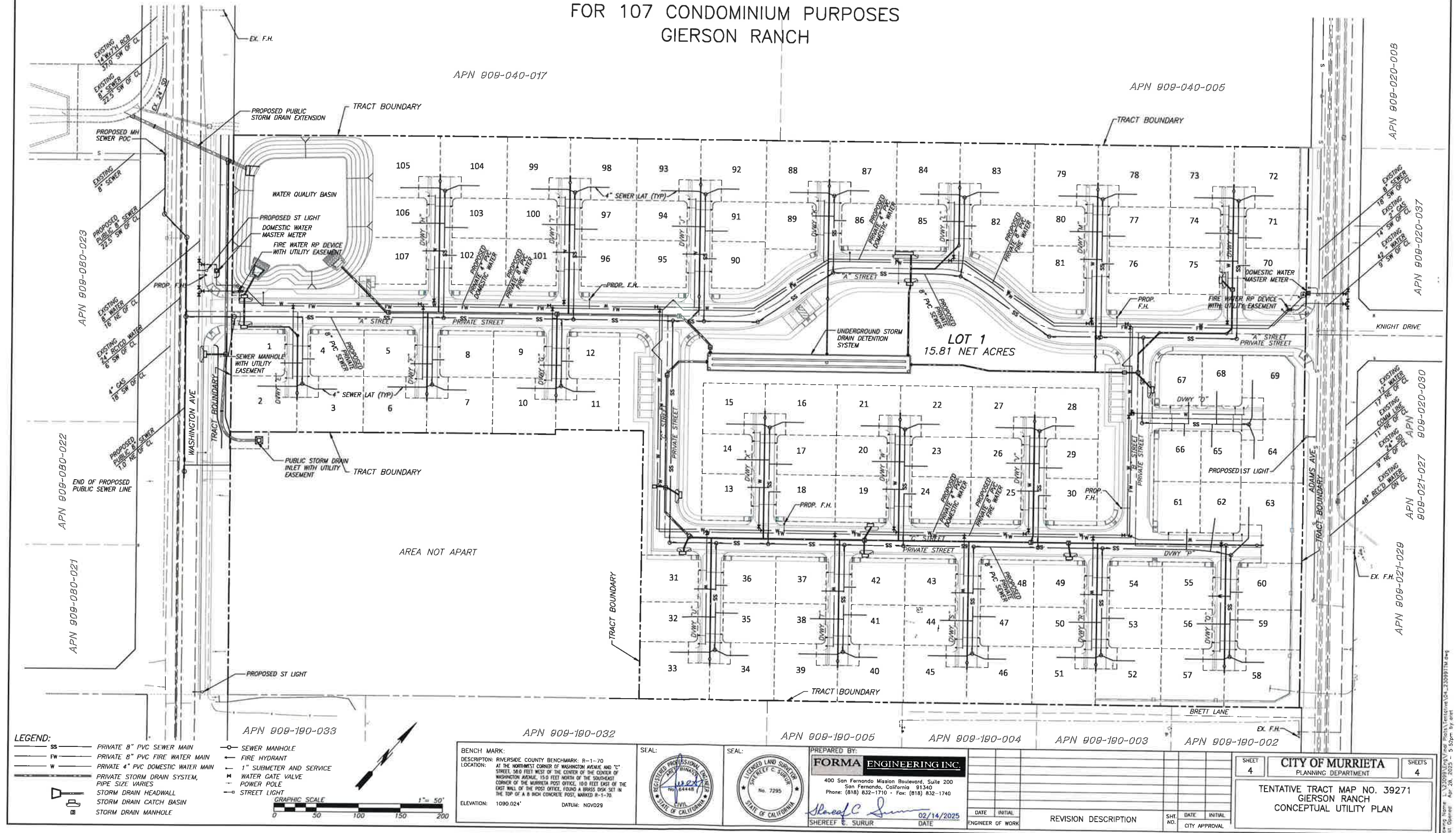
PREPARED BY:
FORMA ENGINEERING INC.
400 San Fernando Mission Boulevard, Suite 200
San Fernando, California 91340
Phone: (818) 832-1710 • Fax: (818) 832-1740
DATE: 02/14/2025
SHERREEF C. SURUR

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL

SHEET
3
CITY OF MURRIETA
PLANNING DEPARTMENT
TENTATIVE TRACT MAP NO. 39271
GIERSON RANCH
PROJECT SECTIONS AND SETBACKS
SHEETS
4

Drawing Name: L:\2025\Long View Ranch\Tentative\03-2025\9114.dwg
Last Update: Apr 28, 2025 - 5:52pm by anr

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE,
CITY OF MURRIETA
TENTATIVE TRACT MAP NO. 39271
FOR 107 CONDOMINIUM PURPOSES
GIERSON RANCH





CITY OF MURRIETA

City Council Meeting Agenda

Report

10/7/2025
Agenda Item No. 9.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Public Works Director

PREPARED BY: Jeff Hitch, City Engineer

SUBJECT: Finding that Emergency Conditions Persist in Connection with the Hayes Avenue Bridge at Miller Canyon Creek

RECOMMENDATION

Adopt Resolution 25-4891 entitled: *A Resolution of the City Council of the City of Murrieta, California, Declaring that Emergency Conditions Persist in Connection with the Hayes Avenue Bridge at Miller Canyon Creek.*

PRIOR ACTION/VOTE

On June 20, 2023, the City Council authorized an on-call consulting services Agreement with Michael Baker International, Inc. for civil engineering services (Vote: 4-0).

On March 18, 2025, the City Council adopted Resolution No. 25-4816, declaring an emergency condition for the Hayes Avenue Bridge at Miller Canyon Creek, authorizing a purchase order for Michael Baker International in the amount of \$89,580.92, and amending the Capital Improvement Plan budget to create the Hayes Avenue Bridge at Miller Canyon Creek Project Capital Improvement Plan No. 11004 and appropriate \$725,000 of Area Drainage Fees (Vote: 5-0).

On June 3, 2025, the City Council approved Resolution No. 25-4836, approving the Capital Improvement Plan Budget for Fiscal Year 2025/26, and the Fiscal Year 2025/26 to 2029/30 Capital Improvement Plan (Vote: 5-0).

On June 17, 2025, the City Council adopted Resolution No. 25-4847, declaring that Emergency Conditions persist in connection with the Hayes Avenue Bridge at Miller Canyon Creek (Vote: 5-0).

On July 1, 2025, the City Council adopted Resolution No. 25-4863, declaring that Emergency Conditions persist, appropriating funding, and approving the execution of a contract for reconstruction of the Hayes Avenue Bridge at Miller Canyon Creek (Vote: 4-0).

On August 19, 2025, the City Council adopted Resolution No. 25-4882, declaring that Emergency Conditions persist in connection with the Hayes Avenue Bridge at Miller Canyon Creek (Vote: 5-0).

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

DISCUSSION

On February 6, 2025, staff encountered a pothole in the deck of the Hayes Avenue Bridge crossing Miller Canyon Creek, located generally between Ivy Street and B Street. Upon this discovery, Engineering staff believed the bridge could be unsafe and closed the bridge until further evaluation could be completed.

Michael Baker International (MBI) was contracted using the City of Murrieta's (City) existing on-call agreement to perform a structural evaluation of the bridge. The evaluation was performed, and a report was generated and provided to the City. The report concluded that the bridge is structurally deficient for fire truck access and needs to be replaced. The bridge has a span that is 15-feet long, is 24-feet wide, and has concrete abutments with wooden girders and decking covered with asphalt concrete. MBI subsequently provided the City with a proposal to provide environmental and engineering services for engineering plans and emergency environmental permits necessary to replace the bridge with an alternate reinforced concrete box culvert. Environmental and engineering design has since been completed, and the permit documents are ready to be submitted once a contractor is ready to commence work.

The adoption of an emergency declaration on March 18, 2025, allowed for emergency permitting as well as foregoing the normal public works bidding requirements pursuant to the Public Contract Code. Staff negotiated a scope and fee with a contractor to perform the construction. The agreed-upon scope of work consisted of removing the existing bridge structure, minor grading, and construction of a cast-in-place Reinforced Concrete Box (RCB), concrete wingwalls, rip-rap energy dissipators, a new pavement section over the RCB, and a guardrail. Construction was anticipated to commence within two (2) weeks of award and was planned to take three (3) to four (4) weeks to complete.

On June 17, 2025, a resolution was adopted extending the emergency declaration. On July 1, 2025, a contract was awarded to Murrieta Development Construction to construct the bridge replacement, subject to environmental permits and further extending the emergency declaration. The emergency declaration was extended again by resolution on August 19, 2025. The emergency permit has not yet been approved by the Regional Water Quality Control Board (RWQCB), and now, the RWQCB is requiring a modification to the design of the bridge structure from a box culvert design to a span bridge design. As a result, the emergency declaration now needs to be extended until the final design can be determined.

The emergency conditions will remain until the bridge has been repaired. Under the California Public Contract Code, the City Council is required to periodically review whether the emergency conditions have abated and/or continue as well as to adopt a resolution by a four-fifths vote to confirm the continuation of the emergency or to declare the emergency to be concluded. Hence, staff requests that the City Council adopt the attached Resolution to find that the emergency conditions remain.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Resolution No. 25-4891
2. Vicinity Map

RESOLUTION 25-4891

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, DECLARING THAT EMERGENCY CONDITIONS PERSIST IN CONNECTION WITH THE HAYES AVENUE BRIDGE AT MILLER CANYON CREEK

WHEREAS, after strong winter storms, on February 6, 2025, City of Murrieta (“City”) staff encountered a pothole in the deck of the Hayes Avenue Bridge crossing Miller Canyon Creek located generally between Ivy Street and B Street (“Bridge”), requiring the City to close the Bridge until further evaluation could be completed; and

WHEREAS, on February 11, 2025, a contractor retained by the City conducted a structural evaluation of the Bridge and determined that the Bridge is structurally deficient for fire truck access and needs to be replaced. This unexpected occurrence, which has not yet been remedied, poses a clear and imminent danger requiring immediate action to allow the City to continue providing fire truck access to all of its residents, which is an essential public service, and the closure of the Bridge constitutes an “emergency” as defined in Public Contract Code § 1102; and

WHEREAS, pursuant to Public Contract Code §§ 20168 and 22050, contracts for emergency expenditures may be approved by the adoption, by a four-fifths vote, of a resolution declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property such that the City is authorized to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

WHEREAS, the unexpected occurrence poses City desires to use the process authorized by Public Contract Code § 22050 to immediately investigate and replace the Bridge; and

WHEREAS, on March 18, 2025, the City Council adopted Resolution No. 25-4816 by a 5-0 vote to authorize investigations and emergency repair work to the Bridge pursuant to California Public Contract Code Sections 1102, 20168, and 22050; and

WHEREAS, the City Council adopted Resolution No. 25-4847, declaring that Emergency Conditions persist in connection with the Hayes Avenue Bridge at Miller Canyon Creek; and

WHEREAS, On July 1, 2025, the City Council adopted Resolution No. 25-4863, declaring that Emergency Conditions persist, appropriating funding, and approving the execution of a contract for reconstruction of the Hayes Avenue Bridge at Miller Canyon Creek; and

WHEREAS, On August 19, 2025, the City Council adopted Resolution No. 25-4882, declaring that Emergency Conditions persist in connection with the Hayes Avenue Bridge at Miller Canyon Creek; and

WHEREAS, the ongoing structural deficiency continues to constitute an “emergency” as that term is defined in Public Contract Code § 1102; and

WHEREAS, this item will be reviewed until the repair work has been completed, to ensure that the need to continue the emergency action continues to exist.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The recitals above are true and correct and incorporated herein by this reference.

Section 2. The City Council finds that the facts set forth above constitute facts demonstrating that an emergency condition continues to exist, has not abated, and that such emergency condition does not permit the delays which would result from a competitive solicitation for bids. The City Council further finds that the immediate replacement of the Bridge is necessary to respond to the emergency conditions.

Section 3. The City Engineer shall continue to cause a report on the status of the emergency circumstances to be agendaized at a City Council meeting every sixty days until either the City Council finds that the repair work has been completed or that the emergency conditions have ceased to be present.

Section 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED this 7th day of October, 2025.

Cindy Warren, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4891 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 7th day of October, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

RECUSAL:

Cristal McDonald, City Clerk

Vicinity Map

Hayes Ave Bridge at Miller Canyon Creek





CITY OF MURRIETA

City Council Meeting Agenda

Report

10/7/2025
Agenda Item No. 10.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Matt Henry, Chief of Police

PREPARED BY: Stephanie Lawson, Management Analyst - Administration

SUBJECT:
Third Amendment to Agreement with Flock Group, Inc. to Add the "Drone as First Responder" Program

RECOMMENDATION

Amend the Fiscal Year 2025/26 Operating Budget to establish an appropriation of \$150,000 using Measure T Unassigned Fund Balance;

Authorize the exemption from bidding requirements;

Approve the third amendment to the Agreement with Flock Group, Inc. to add the "Drone as First Responder" Program in the total amount of \$750,000 for a three year agreement; and

Authorize the City Manager to execute the third amendment to the agreement and amend the agreement with a contingency amount not to exceed \$75,000.

PRIOR ACTION/VOTE

On August 15, 2023, the City Council approved a five-year agreement with Flock Group, Inc. and approved an additional appropriation of \$5,500 in the Supplemental Law Enforcement Fund Operating Budget for Fiscal Year 2023/24 (Vote: 5-0).

On August 20, 2024, the City Council approved the addition of the Enhanced License Plate Reader package, appropriated an additional \$15,000 in the Fiscal Year 2024-25 Supplemental Law Enforcement Fund Operating Budget (Vote: 5-0).

CITY COUNCIL GOAL

Provide a high level of innovative public safety.

DISCUSSION

In January 2022, the Murrieta Police Department entered into a one-year agreement with Flock Group, Inc. to

install and access 20 of their Automated License Plate Reader (ALPR) cameras to be deployed throughout the City of Murrieta. In July 2023, based on the efficacy of this ALPR system relative to crime investigations, the Police Department entered into a five-year agreement with Flock Group, Inc. to install and maintain 20 additional ALPR cameras.

In August 2024, the five-year agreement was amended to give the Police Department access to Flock's Enhanced License Plate Reader software package, which provides advanced capabilities beyond simply reading license plates. Today, the Department is seeking a third amendment to this agreement with Flock Group, Inc. to initiate a Drone as First Responder (DFR) program.

The Murrieta Police Department launched its Unmanned Aerial Systems Program in October 2022. Since that time, the program has proven to be a valuable asset, supporting police containment searches, wildfire response, crime scene and traffic collision investigations, search and rescue operations, and other public safety missions.

Building on this success, the Department seeks to leverage advancements in drone technology by implementing a DFR program. Under this model, police personnel will operate drones from a centralized location, enabling rapid deployment to service calls citywide. This approach eliminates the delay of traveling to a scene before launch, significantly improving response times. The Department intends to utilize Flock Group Inc. for both the hardware and software necessary to operate the program.

The DFR program is designed to improve operational efficiency, enhance officer and community safety, and support more effective de-escalation strategies. Drones can quickly arrive on the scene to provide real-time aerial assessments, allowing dispatchers and responding officers to make informed decisions and tailor their response. This capability reduces risk to officers and the public by identifying potential hazards before personnel arrive on the scene.

Section 3.08.280(G) of the Murrieta Municipal Code authorizes competitive bidding procedures and requirements to be dispensed with when it would be inefficient, impractical, and unnecessary. In this instance, the DFR program is an add-on to our ALPR cameras, with our current vendor, Flock Group, Inc.

The Federal Aviation Administration (FAA) recently updated its regulations regarding drone operations. For public safety organizations operating drones below 200' above ground level (AGL), the FAA now allows for beyond visual line of sight (BVLOS) operations, without the need for a visual observer. This is made possible, in part, by using location services from existing aircraft utilizing an ADS-B transponder that broadcasts its location to ground stations and other aircraft. With additional approved waivers, the FAA has also been allowing public safety organizations to operate drones up to 400' AGL. This level of operation will typically require the use of a dedicated radar, installed in the desired operational area, that will specifically monitor the skies for air traffic. Operation at 400' AGL brings a variety of benefits over 200' AGL operations, including a larger coverage area, improved situational awareness, reduced noise complaints, better line of sight, and improved safety from ground-level hazards.

This proposed amendment with Flock is being structured as a three-year agreement, broken down as shown below.

- Year One: \$150,000
- Year Two: \$300,000
- Year Three: \$300,000

Flock offers two (2) different product options for its DFR program. One option will allow their drones to operate up to 200' AGL, while the other option allows for drone operations up to 400' AGL. Operation at 200' AGL is

accomplished through existing FAA radar technology infrastructure and is accessible without additional cost. Operation at 400' AGL requires the lease and installation of a Flock-branded radar in our city that will specifically monitor the skies above Murrieta for air traffic that could impact DFR operations. Flock's current pricing for leasing this radar is \$150,000 per year.

As an incentive to new DFR customers, Flock has discounted the first year's cost of their radar by 100%. Additionally, if, after the first year, the Police Department does not see the value in operating at 400' AGL with the radar, Flock will allow the City to modify the agreement. The modification would require the return of Flock's leased radar, which would drop the agreement costs for year two to \$150,000 and year three to \$150,000.

Based on the significant benefits that operating at 400' AGL brings to operational capabilities, staff recommends purchasing the Flock-branded radar, in addition to the drones, to allow for the increased level of service these devices can offer.

FISCAL IMPACT

The total fiscal impact of the proposed contract amendment is \$750,000, over the next three (3) Fiscal Years (FY), beginning in FY 2025/26. If approved, staff recommends amending the Operating Budget to establish a budget in GL 1113120-63055 using Measure T Fund unassigned fund balance as follows:

FY 2025/26: \$150,000
FY 2026/27: \$300,000

The recommendation includes for a potential future amendment of \$75,000 to be approved by the City Manager. If the contingency is necessary, the budget appropriation for the amount needed up to \$75,000 will be appropriated. The remaining \$300,000 for FY 2027/28 will be incorporated into the next Biennial Budget.

ATTACHMENTS

1. Third Amendment with Flock Drone, Inc.

Flock Safety + CA - Murrieta PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Larry Barsocchini
larry.barsocchini@flocksafety.com
408.317.8617



ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer:	CA - Murrieta PD	Initial Term:	36 Months
Legal Entity Name:	CA - Murrieta PD	Renewal Term:	24 Months
Accounts Payable Email:	djackson@murrietaca.gov	Payment Terms:	Net 30
Address:	2 Town Sq Murrieta, California 92562	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$300,000.00
Flock Safety Drone Hardware and Services			
Flock Aerodome DFR - M4TD + Dock 3	Included	3	Included
Flock911 for Aerodome	Included	1	Included
Flock Aerodome DFR - Radar	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$150,000.00
Annual Recurring Subtotal:	\$300,000.00
Discounts:	\$150,000.00
Estimated Tax:	\$0.00
Contract Total:	\$750,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

• In the first year of the deployment, Flock will provide Customer with complimentary use of radar [Flock Aerodome DFR - Radar]. Customer's agreement will continue with the quantity of Flock Aerodome DFR - Radar indicated in the Order Form. Prior to the end of the first year, the Customer may elect to downgrade to no longer have Flock Aerodome DFR - Radar and execute a new Order Form. The decision must be emailed in writing to the Flock Customer Success Manager assigned to the deployment at least sixty (60) days prior to the end of the first year. If selected to downgrade, Flock will recover all equipment and software licenses related to Flock Aerodome DFR - Radar and Customer will operate at 200ft instead of 400ft, without use of radar. Customer's agreement will continue with the quantity of Flock Aerodome DFR - M4DT + Dock 3 indicated in the Order Form.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$150,000.00
Annual Recurring after Year 1	\$300,000.00
Contract Total	\$750,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Aerodome DFR - M4TD + Dock 3	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes M4D series drone, camera, batteries, and contact-charging Dock 3. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.
Flock911 for Aerodome	Flock911 enables users to access live 911 calls directly within the FlockOSTM software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
Flock Aerodome DFR - Radar	Drone as First Responder (DFR) 2.0 detect and avoid capabilities for operations up to 400 ft according to agreed-upon UASFM altitudes. Includes FAA regulatory services and installation.

FlockOS Features & Description

FlockOS Features	Description
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PRODUCT ADDENDUM

**UNMANNED AIR SUPPORT AS A SERVICE (UASaaS) PROGRAM
FOR DRONE RESPONSE SERVICES**

WHEREAS, Customer has determined that it is in the interests of public safety for it to have the ability to utilize unmanned drones during crisis incidents, public emergencies, and in certain public safety operations, to the extent permitted by law;

WHEREAS, Flock is in the business of providing unmanned drone services (the unmanned drone services shall be considered part of the “**Flock Services**”) and Flock Hardware;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. UNMANNED AIR SUPPORT GENERAL TERMS OF DELIVERY

1.1 Flock Services and Hardware. Flock shall provide access to Customer the Flock Services and related Flock Hardware (the “Flock Hardware”) listed on the Order Form upon the terms and conditions set forth in the Agreement. Flock maintains ownership of all the Flock Hardware. Each year, as specified in the Order Form, the Customer will be provided with 16 batteries. Customer may place an order for additional Flock Hardware (e.g., batteries prior to 500 complete charging cycles, hardware damaged due to Customer’s error, additional spares, etc.) at Flock’s then current list price, which will be made available to Customer upon request.

1.2 FAA Regulatory Waivers. Flock will assist Customer in acquiring any required Federal Aviation Administration (“FAA”) regulatory waivers.

1.3 Delivery. Flock shall make the Flock Hardware available to Customer at Customer’s delivery address set forth in the Order Form (“Delivery Point”). If for any reason Customer fails to accept delivery of the Flock Hardware by the date fixed pursuant to Flock’s notice stating that the Flock Hardware is available at the Delivery Point: (i) Customer shall bear the risk of loss to the Flock Hardware; (ii) the Flock Hardware shall be deemed to have been delivered; and (iii) Flock, at its option, may store the Flock Hardware until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Once the Flock Hardware is made available as the Delivery Point, Customer is responsible for any resulting use of the Flock Hardware by all Authorized Users and all third-parties who may gain access to the same.

1.4 Pilot Services. Upon Customer’s request, Flock will make available an employee or independent contractor pilot (each a “Pilot”) to Customer for purposes of operating the Flock Hardware (hereafter the “Pilot Services”) at the pricing set forth in the Order Form. The Pilot Services shall be considered part of the Flock Services. When operating the Flock Hardware, the Pilot shall comply with the reasonable requests of Customer. Such Pilot Services may be used for up to forty (40) hours per week during the Term. Customer’s use of the Pilot Services shall not alleviate any of Customer’s obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer’s premises.

1.5 NDAA Insurance Policy. In the event that any federal or state law, regulation, or executive order imposes a ban on the use of drones manufactured in China, Flock shall, within a commercially reasonable time frame, provide a replacement drone that is fully compliant with the National Defense Authorization Act (NDAA) requirements. The replacement drone will be compatible with all existing systems in place and will be the closest available substitute Flock has to the original drone.

2. LOSS AND DAMAGE OF FLOCK HARDWARE

2.1 Except as otherwise provided herein, Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all leased equipment, from any use outside of the guidelines and procedures outlined in Schedules A and B, and FAA regulations. This includes situations where the pilot engages emergency measures, such as disabling geofences or Return to Home features, to manage an emergency. However, if such emergency measures are executed in compliance with Flock's protocols and result in unavoidable damage, the Customer's responsibility shall be limited to the extent that the damage was not a result of negligence or willful misconduct on the part of the Customer or its agents.

2.2 LOSS OR DAMAGE TO THE EQUIPMENT, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THIS LEASE AGREEMENT when the loss is a result of the customers operation. Customer's obligations with respect to this section shall commence upon delivery and Customer's acceptance of the equipment.

2.3 Customer agrees to immediately notify Flock of any accident or event of loss or damage involving the equipment. The notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or which Customer may reasonably require.

3. FEES. The Order Form dictates the Flock Hardware, software, personnel, and Flock Services and the entire Flock Services corresponding fees. Customer shall pay the Fees as described on the Order Form.

4. TERM. The term of this Agreement commences on the Effective Date of this Agreement and continues until terminated as provided under this Agreement (the "Term"). Each Order Form shall commence and expire and/or terminate according to the terms set forth in such Order Form. On expiration or termination of the Agreement, all licenses provided hereunder by Flock shall immediately expire.

5. FLOCK DRONE IP. Customer Data does not include, and Flock Drone IP (defined herein) expressly includes, any data to the extent processed by, resulting as an output of, or based on the usage of, the Flock Services, Flock Hardware, including, without limitation, data collected by Flock's radar and radio frequency sensors. Such Flock Drone IP shall be Flock's Confidential Information. Flock shall own all rights to (i) any data input into the Flock Services, Flock Hardware by or on behalf of Flock (not including any Customer Data) and (ii) any aggregated and anonymized data extracted or derived from the Flock Services, or use of the Flock Hardware, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data, flight logs and flight history, telemetry data and logs, fleet information including drone serial numbers and models, connected device information including radar data concerning the surrounding airspace, and other aggregated and anonymized data collected from user data and files (collectively, "Flock Drone IP"). Without limiting the generality of the foregoing, Flock reserves the right to create and market public indexes, analysis or insights created from such data. Customer agrees that it will not share, sell, transfer, or make available any data generated by the Flock Hardware, including all Flock Drone IP to which it may have access, to any third party without the prior express written consent of Flock

SCHEDULE A

SERVICES

Flock makes no warranties regarding the efficacy of the training detailed below.

1. AIRWORTHINESS TRAINING

Flock will make commercially reasonable efforts to provide training for the Customer to maintain the airworthiness of its drones, including compliance-related trainings.

Customer shall be responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable FAA regulations and that all have the necessary skill required to perform their duties. After completion of training, Customer will be responsible for maintaining the airworthiness of drones to which Customer is responsible and the ensuring that the respective operations are in line with all applicable laws and regulations.

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

2. FLIGHT TRAINING

Flock will assist the Customer in obtaining FAA BVLOS waivers and train the Customer on compliance matters related to such waivers. Flock will start with one deployment location at a time, and work up to the agreed upon number of deployment locations for all UAS. As part of the BVLOS process, Flock will provide training materials to the Customer to certify all employees of the Customers selected as Visual Observers (“VOs”) to help aid in BVLOS operations.

Flock will provide training to officers on how to utilize the Flock IP. This will consist of:

- Showing how to access Flock on their respective internet devices
- Showing how to view a live stream through the application
- Showing how to control the drone using the application
- Showing how to report problems if they come across them on the application

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

3. FLOCK HARDWARE TRAINING

There will also be training for the Customer to use the Flock Hardware. This training will consist of:

- Discussing maintenance list for the drone, and how to maintain airworthiness
- Teaching how to fly the drone autonomously using the Flock IP
- Teaching how to fly the drone manually using the remote controller

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

4. DEPLOYMENT SUPPORT

Flock will teach the Customer how to dispatch the Flock Hardware using the software for 911 calls.

Only personnel authorized by Customer may have access to the livestream from the drone. They will also be taught on how to use Flock's software to view said stream on any internet-connected device.

Authorized personnel may have access to the Flock IP, which can convey the current status of the drone, and how to tell the drone to conduct additional maneuvers if needed.

All operations must be conducted by a Pilot in Command ("PIC"), who is an FAA-certified pilot. Customer will provide the PICs needed to sustain this program.

Flock will assist in drafting a Standard Operating Procedure ("SOP") as well as department policies regarding access, deployments, privacy, and community engagement.

Flock will ensure correct implementation of each Flock station and its included Flock Hardware which may or may not include the aircraft, on-prem servers, charging dock installations, radars, and more.

5. EQUIPMENT REFRESH CLAUSE

Flock agrees that, at no additional cost to the City, it will provide a full equipment refresh after twenty-four (24) months from the Effective Date of this Agreement. This refresh shall include the replacement of all primary drone hardware covered under this Agreement with the then-current equivalent or next-generation model(s) offered by Vendor. The purpose of this refresh is to ensure that the City benefits from the latest technological advancements and maintains operational readiness. The refreshed equipment shall be new, unused, and include all warranties, software, and support services equivalent to or better than those provided at the time of the original equipment delivery.

SCHEDULE B

SPECIFICATIONS

Customer must abide by the following standards:

Operational:

- Per FAA regulations, and without the necessary waiver, a minimum of one pilot is required to operate each drone.
- Work with Flock to get BVLOS waivers for the city to fully use Flock's product and services.
- Train members of the city to be VOs so that the Customer can have FAA-compliant and safe BVLOS operations (Flock will provide training material if needed).
- If Customer wants to connect Flock's software to their Computer Aided Dispatch ("CAD") system, Customer will provide access to said CAD system at no cost to Flock to location information and other pertinent information about calls-for-service as they are placed.

- Flock will provide their Flock software interface to command the Flock Hardware. Customer must independently access and store any personal information about calls-for-services other than their location and the type of response (police, fire, or EMS) they prompted.

Customer shall be responsible to integrate with CAD software to pull location information and call type information of every call-for-service that the Customer decides the drone should be deployed to, so long as there are no monetary charges to Flock for said integration.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - Murrieta PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____