MEASURE P OVERSIGHT COMMITTEE (MPOC) SPECIAL MEETING AT 6:00 PM

APRIL 30, 2026

HYBRID MEETING
www.Cityofvallejo.net

Council Chambers
555 Santa Clara Street
Vallejo, CA 94590

COMMITTEE MEMBERS
Jackie Jones (Chair, At-Large)
VACANT (Dist. 6)
Loretta Gaddies (Dist. 2)
Regina Briseno (Dist. 3)
Aleta Santos (Dist. 4)
VACANT (Dist.1)
Michael Bunch (Dist. 5)

NOTICE: Members of the Public will be able to participate in-person or remotely via Zoom	City Hall and the Council Chambers will be open to members of the public 30 minutes prior to the start of the meeting.
PUBLIC COMMENT: Members of the Public may provide public comments during the Meeting in person or via ZOOM (https://ZoomRegular.Cityofvallejo.net), or via phone, by dialing (669) 900-6833.	**For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment**
VIEW THE MEETING: **There are four different ways you can view this public meeting:** • **In Person** • **Watch Vallejo local channel 28** • **Stream from the City website: www.cityofvallejo.net/Streaming** • **Join the Zoom webinar: https://ZoomRegular.Cityofvallejo.net**	Scan QR code for live captions and translation in Spanish and Tagalog.

Hybrid Options are available for members of the public to participate. To participate remotely

Option to Join by Computer	**Option to Join by Phone**
From your browser go to https://ZoomRegular.CityofVallejo.net to launch and join the zoom application. Meeting ID: 914 0075 0676# Meeting Password: 131313	Dial (669) 900-6833 Enter Meeting ID: 914 0075 0676# Meeting Password: 131313 Press *9 to digitally raise your hand from the phone. Press *6 to unmute/mute

Any supplemental writing related to an agenda item for an open session of a regular meeting that is distributed to all or a majority of all members of the Committee less than 72 hours before the meeting will be posted concurrently on the City's website at www.cityofvallejo.net/agendas Written material distributed during the meeting, will be available at the meeting if prepared by the City or after the meeting if prepared by someone else. Such materials may be obtained from the Committee Secretary.

Vallejo Room is ADA compliant. Devices for the hearing impaired are available from the Board Secretary. Requests for disability related modifications or accommodations, aids or services may be made by a person with a disability to the Board Secretary's office via email to Ashley.Haik@cityofvallejo.net or via phone at (707) 648-4579 no less than 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act of 1990 and the federal rules and regulations adopted in implementation thereof

AGENDA

1 CALL TO ORDER

2 PLEDGE OF ALLEGIANCE

3 ROLL CALL

4 COMMUNITY FORUM

Anyone wishing to address the Council on any matter for which another opportunity to speak is not provided on the agenda, and which is within the jurisdiction of the Council to resolve, is requested to submit a completed speaker card to the City Clerk. When called upon, each speaker should step to the podium, state his /her name, and address for the record. Each speaker is limited to three minutes pursuant to Vallejo Municipal Code Section 2.20.300.

5 CONSENT CALENDAR

A **APPROVAL OF MINUTES**

Recommendation: Approval of minutes from the regular meeting of December 8, 2025, February 9, 2026, and March 9, 2026.

Contact: Florita Cruz, Committee Secretary (707) 648-5542
Forita.Cruz@cityofvallejo.net

6 REPORT OF THE COMMITTEE SECRETARY

7 CITY ATTORNEY'S REPORT

8 REPORT OF THE CITY COUNCIL LIAISON

9 REPORT OF THE CHAIRPERSON AND MEMBERS OF THE COMMITTEE

10 ACTION CALENDAR

NOTICE: Members of the public wishing to address the Council on Action Calendar Items are requested to submit a completed speaker card to the City Clerk. Each speaker is limited to five minutes pursuant to Vallejo Municipal Code Section 2.02.420.

A **ELECTION OF VICE CHAIR**

Recommendation: Measure P Oversight Committee to elect new Vice Chair.

Contact: Florita Cruz, Committee Secretary (707) 648-5433
Florita.Cruz@cityofvallejo.net

B **ADOPT A RESOLUTION RECOMMENDING, OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL RECEIVE AND FILE THE MEASURE P ANNUAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

Recommendation: Adopt a resolution recommending or, in the alternative, not recommending that the City Council receive and file the Measure P Annual Report for the fiscal year ended June 30, 2025.

Contact: Nalungo Conley, Assistant City Manager/Acting Finance Director
(707)-648-4301
Nalungo.Conley@cityofvallejo.net

C **ADOPT A RESOLUTION RECOMMENDING, OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL ADOPT A RESOLUTION ESTABLISHING A PROCEDURE FOR FORWARDING CERTAIN MEASURE P ITEMS TO THE CITY COUNCIL WHEN THE COMMITTEE IS UNABLE TO ACHIEVE A QUORUM**

Recommendation: Adopt a resolution recommending, or, in the alternative, not recommending that the City Council adopt a resolution establishing a procedure for forwarding certain Measure P items to the City Council when the Committee is unable to achieve a quorum.

Contact: Nalungo Conley, Assistant City Manager/Acting Finance Director
(707)-648-4301
Nalungo.Conley@cityofvallejo.net

D **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE NOT RECOMMENDING, THAT CITY COUNCIL AUTHORIZES: (1) CARRY OVER OF ALL UNSPENT MEASURE P FUNDS ALLOCATED TO THE IHART PROGRAM IN FISCAL YEAR 2025-2026, TO FISCAL YEAR 2026-2027, AND (2) APPROVE USE OF ADDITIONAL MEASURE P FUNDS UP TO $275,000, FOR A CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH FELTON INSTITUTE FOR THE IHART PROGRAM IN FISCAL YEAR 2026-2027**

Recommendation: The IHART Program is a well-received community service. However, it is costly and is solely funded by grants obtained and managed by the Vallejo Police Department ("VPD"), Measure P funds, and an assortment of other City resources. For the reasons discussed herein, VPD respectfully requests that unspent Measure P funds allocated to the IHART Program in Fiscal Year 2025-2026, be carried over to Fiscal Year 2026-2027, and that up to an additional $275,000 Measure P funds be allocated to the IHART Program in Fiscal Year 2026-2027.

Adopt a resolution recommending or, in the alternative not recommending, that City Council: (1) carry over all unspent Measure P funds allocated to the IHART (Integrated Health and Resource Team) Program in Fiscal Year 2025-2026, to Fiscal Year 2026-2027, and (2) approve use of additional Measure P funds up to $275,000, or another amount proposed by the MPOC ("Measure P Oversight Committee"), for a Consultant and Professional Services Agreement with Felton Institute ("Felton") for the IHART Program in Fiscal Year 2026-2027.

Contact: Jason Ta, Chief of Police
(707) 648-4540
jason.ta@cityofvallejo.net

E **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $120,000 OF MEASURE P FUNDING FOR FUNDING PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES IN FISCAL YEAR 2026-2027**

Recommendation: VPD is requesting additional funding of $120,000 to supplement the FY26/27 proposed budget.
Contact: Jason Ta, Chief of Police
jason.ta@cityofvallejo.net

F **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $302,500 OF MEASURE P FUNDS ANNUALLY TO FUND FLOCK SAFETY TECHNOLOGY FOR FISCAL YEAR 2026/2027**

Recommendation: Adopt a resolution recommending, or, in the alternative, not recommending that the City Council authorize up to $302,500 of Measure P funds to fund Flock Safety Technology contract for Fiscal Year 2026-27.
Contact: Jason Ta, Chief of Police
jason.ta@cityofvallejo.net

G **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $480,000 OF MEASURE P FUNDS TO FUND AXON ENTERPRISE, INC. FOR FISCAL YEAR 2026/2027**

Recommendation: Adopt a resolution recommending or, in the alternative, not recommending that the City Council authorize up to $480,000 of Measure P funds to fund Axon Enterprise, Inc. for Fiscal Year 2026-27.
Contact: Jason Ta, Chief of Police
jason.ta@cityofvallejo.net

H **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $250,000 OF MEASURE P FUNDING FOR THE CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH DANNY MURPHY CONSULTING LLC IN FISCAL YEAR 2026-2027**

Recommendation: Adopt a resolution recommending or, in the alternative, not recommending that the City Council authorize $250,000 of Measure P funding for the consultant and professional services agreement with Danny Murphy Consulting LLC in Fiscal Year 2026-27.
Contact: Jason Ta, Chief of Police
jason.ta@cityofvallejo.net

I **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $95,000 OF MEASURE P FUNDING FOR FUNDING ON-GOING COMPUTER EQUIPMENT IN FISCAL YEAR 2026-2027**

Recommendation: VPD is requesting additional funding of $95,000 to supplement the FY26/27 proposed budget.
Contact: Jason Ta, Chief of Police
jason.ta@cityofvallejo.net

J **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO**

$150,500 OF MEASURE P FUNDS ANNUALLY TO FUND DAVE'S/BOB'S TOW SERVICE, INC. FOR FISCAL YEAR 2025/2026

Recommendation: Adopt a resolution recommending or, in the alternative not recommending that the City Council authorize up to $150,500 of Measure P funds annually to fund Dave's/Bob's Tow Service, Inc. for Fiscal Year 2025/2026

Contact: Jason Ta, Chief of Police
jason.ta@cityofvallejo.net

K **ADOPT A RESOLUTION RECOMMENDING, OR IN THE ALTERNATIVE, NOT RECOMMENDING, THAT CITY COUNCIL AUTHORIZE $400,000 OF MEASURE P FUNDING FOR HOMELESSNESS COSTS IN FY26-27**

Recommendation:

Contact: Florita Cruz, Committee Secretary (707) 648-5433
Florita.Cruz@cityofvallejo.net

L **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING, THAT THE CITY COUNCIL AUTHORIZE $508,000 OF MEASURE P FUNDING FOR IMPLEMENTATION OF ECONOMIC DEVELOPMENT STRATEGIC PLAN PILOT PROJECTS THAT ALIGN WITH MEASURE P PRIORITIES**

Recommendation: Adopt a resolution recommending that the City Council authorize the use of $508,000 of Measure P budget to fund the cost of implementing the pilot projects in the Economic Development Strategic Plan (EDSP) for Long Range Property Management Plan Update (LRPMP), Pop-Up Events, Shop Local Campaign and Broker Services.

Contact: Brad Paul, Interim Economic Development Director (707) 648-4109
Brad.Paul@cityofvallejo.net

M **ADOPT A RESOLUTION RECOMMENDING, OR IN THE ALTERNATIVE, NOT RECOMMENDING, THAT THE CITY COUNCIL AUTHORIZE A ONE-TIME FUNDING IN THE AMOUNT OF $147,700 FOR RECRUITMENT SERVICES FOR CITY MANAGER AND DIRECTOR POSITIONS FOR FY26-27**

Recommendation: Adopt a Resolution recommending, or in the alternative, not recommending, that the City Council authorize a one-time funding in the amount of $147,700 for recruitment services for City Manager and Director positions for FY26-27.

Contact: Stephanie Sifuentes, Human Resources Director (707) 648-4363
Stephanie.sifuentes@cityofvallejo.net

N **ADOPT A RESOLUTION RECOMMENDING, OR IN THE ALTERNATIVE, NOT RECOMMENDING, THAT THE CITY COUNCIL AUTHORIZE A ONE-TIME FUNDING IN THE AMOUNT OF $55,700 FOR THE PUBLIC SAFETY PROMOTIONAL ASSESSMENTS FOR FY26-27**

Recommendation: Adopt a Resolution recommending, or in the alternative, not recommending, that the City Council authorize a one-time funding in the amount of $55,700 for the Public Safety Promotional Assessments for FY26-27.

Contact: Stephanie Sifuentes, Human Resources Director (707) 648-4363
Stephanie.sifuentes@cityofvallejo.net

O **ADOPT A RESOLUTION RECOMMENDING, OR IN THE ALTERNATIVE, NOT RECOMMENDING, THAT THE CITY COUNCIL AUTHORIZE FUNDING IN THE AMOUNT OF $568,000 FOR THE RECRUITMENT, RETENTION, AND REFERRAL PLAN FOR THE VALLEJO POLICE DEPARTMENT FOR FY26-27**

Recommendation: Adopt a Resolution recommending, or in the alternative, not recommending, that the City Council authorize funding in the amount of $568,000 for the Recruitment, Retention, and Referral Plan for the Vallejo Police Department for FY26-27.

Contact: Stephanie Sifuentes, Human Resources Director (707) 648-4363
Stephanie.sifuentes@cityofvallejo.net

P **ADOPT A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL AUTHORIZES MEASURE P BUDGET BE ALLOCATED TO FUND: 1) THE CITY'S PUBLIC SAFETY RADIO SYSTEM 2) REPLACEMENT OF CRITICAL NETWORK INFRASTRUCTURE 3) PURCHASE ADDITIONAL CYBERSECURITY DEFENSE IN FISCAL YEAR 2026-2027**

Recommendation: Adopt a resolution recommending that the city council authorizes measure p budget be allocated to fund: 1) the city's public safety radio system 2) replacement of critical network infrastructure 3) purchase additional cybersecurity defense in fiscal year 2026-2027

Contact: Lance David, Interim IT Director (707) 648-5408
Lance.David@cityofvallejo.net

Q **ADOPT A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE TO RECOMMEND OR IN THE ALTERNATIVE NOT RECOMMEND FUNDING FOR THE 2026 FEMA SAFER GRANT MATCH (MARCH 2026 – MARCH 2029) FOR $2,620,475.92**

Recommendation:

The FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant presents a critical opportunity to enhance fire department staffing, improve response times, and strengthen overall service reliability. Acceptance of the grant, however, requires the City to commit to a three-year local funding match totaling **$2,620,475.92**, with escalating annual contributions.

Without a dedicated funding source, the City risks forfeiting this significant federal investment, resulting in the loss of external funding specifically intended to improve public safety staffing levels and emergency response capabilities.

Utilizing MPOC funds to meet the SAFER grant match requirement ensures the City can fully leverage federal resources to expand and stabilize its firefighting workforce. This strategic investment will:

- Increase minimum staffing levels and operational readiness
- Reduce reliance on overtime, lowering long-term personnel costs
- Improve emergency response times and overall service delivery

- Enhance firefighter safety and effectiveness

Failure to secure the required local match would result in missed funding opportunities, continued staffing shortages, and increased operational strain on existing personnel. It would also limit the City's ability to meet both current and future service demands.

Allocating MPOC funds for this purpose represents a fiscally responsible approach that maximizes external funding, strengthens public safety infrastructure, and delivers long-term value to the community. This investment not only addresses immediate staffing needs but also positions the City for sustained improvements in emergency response and service reliability.

Contact: James Rustice, Interim Fire Chief(707) 648-4526
James.Rustice@cityofvallejo.net

R **ADOPT A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE VALLEJO CITY COUNCIL AUTHORIZE MEASURE P FUNDING FOR ANNUAL LEASE PAYMENTS FOR THE ZOLL DEFIBRILLATOR LEASE AGREEMENT**

Recommendation: Adopt a resolution recommending or, in the alternative, not recommending that the City Council authorize Measure P funding for Zoll annual lease payments the next 10 years at $476,000.
Contact: James Rustice, Interim Fire Chief (707) 648-4092
James.rustice@cityofvallejo.net

S **ADOPT A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR IN THE ALTERNATIVE NOT RECOMMENDING THE CITY COUNCIL TO AUTHORIZE ONE-TIME FUNDING IN THE AMOUNT OF $250,000 FOR PERSONNEL PROTECTIVE EQUIPMENT FOR THE FIRE DEPARTMENT.**

Recommendation:

Adopt a resolution recommending or, in the alternative, not recommending that the City Council authorize $250,000 of Measure P funds to support the acquisition and replacement of essential Personal Protective Equipment (PPE) for Fire Department personnel.

Contact: James Rustice, Interim Fire Chief (707) 648-4092
James.rustice@cityofvallejo.net

T **ADOPT A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR IN THE ALTERNATIVE NOT RECOMMENDING THE CITY COUNCIL TO AUTHORIZE ONE-TIME FUNDING IN THE AMOUNT OF $750,000 FOR TWO FIRE RECRUIT ACADEMIES SCHEDULED FOR SEPTEMBER 2026 AND FEBRUARY 2027**

Recommendation: Adopt a resolution recommending, or, in the alternative, not recommending that the City Council authorize $750,000 of Measure P funding for two fire recruit academies scheduled for September 2026 and February 2027.
Contact: James Rustice, Interim Fire Chief(707) 648-4092
James.rustice@cityofvallejo.net

U **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $3,225,000.00OF MEASURE P FUNDING FOR THE REPLACEMENT OF TWO FIELD COMMAND VEHICLES, ONE UTILITY VEHICLE, 1 TYPE 1 ENGINES FULLY COMPLIMENTED FOR FY26/27 AND TWO FIELD COMMAND VEHICLES 1 TYPE 1 ENGINE FULLY COMPLIMENTED FOR FY 27/28**

Recommendation:
Adopt a resolution recommending or, in the alternative, not recommending that the City Council authorize $3,274,000.00 of Measure P funding for the replacement of four field command vehicles, one utility vehicle and 2 type 1 engines fully complimented.
FY 26/27 1 Type 1 engine at $1,355,000.00, 2 Field command vehicles at $190,000.00 and 1 F550 utility at $135,000.00
FY 27/28 1 Type 1 engine at $1,355,000.00 and 2 Field command vehicles at $190,000.00
Contact: Tim Boothe, Interim Deputy Fire Chief (707) 648-4526
Tim.boothe@cityofvallejo.net

V **A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR IN THE ALTERNATIVE NOT RECOMMENDING THE CITY COUNCIL TO AUTHORIZE FUNDING FOR THE PURCHASE OF FOUR (4) GEAR EXTRACTORS AND SIX (6) GEAR DRYERS FOR THE FIRE DEPARTMENT**

Recommendation: Staff is seeking approval for
the following funding recommendations from Measure P funds for the Fire Department:

1. Purchase of 4 Gear extractors and 6 Gear dryers

Contact: James Rustice, Interm Fire Chief 707-648-4092
James.rustice@cityofvallejo.net

W **ADOPT A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE FUNDING OF $100,000 FOR THE COMMUNITY EMERGENCY RESPONSE TEAM (CERT) PROGRAM**

Recommendation:
Adopt a resolution of the Measure P Oversight Committee recommending or in the alternative, not recommending that the City Council authorize

funding of $100,000 for the Community Emergency Response Team (CERT) program.

Contact: Tim Boothe, Interim Deputy Chief(707) 648-4526
Tim.boothe@cityofvallejo.net

11 INFORMATION CALENDAR

12 FUTURE AGENDA ITEMS

13 ADJOURNMENT

ADDITIONAL CITY INFORMATION

Members of the public can:

- Like us on Facebook and Instagram (@cityofvallejo)
- Sign up to receive City Communications via e-mail (www.cityofvallejo.net/subscribe)
- Sign up for emergency alerts at: alertsolano.com

I, Florita Cruz, Committee Secretary, do hereby certify that I have caused a true copy of the above notice and agenda to be delivered to each of the members of the Measure P Oversight Committee,

Jackie Jones (Chair, At-Large)
VACANT (Dist. 6)
Loretta Gaddies (Dist. 2)
Regina Briseno (Dist. 3)
Aleta Santos (Dist. 4)
VACANT (Dist.1)
Michael Bunch (Dist. 5),

at the time and in the manner prescribed by law and that this agenda was posted at City Hall, 555 Santa Clara Street, CA at ,

Dated:	Florita Cruz Florita Cruz, Committee Secretary

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MEASURE P OVERSIGHT COMMITTEE (MPOC)
REGULAR MEETING MINUTES
DECEMBER 8, 2025

COUNCIL CHAMBERS
555 Santa Clara Street, Vallejo, California

1 CALL TO ORDER

The meeting was called to order at 6:00 p.m.

2 PLEDGE OF ALLEGIANCE

3 ROLL CALL
Present: Chair Jones, Committee Members Briseno, Bunch, and Santos
Absent: Vice Chair McDonald and Committee Member Gaddies
Staff Present: Interim Public Works Director Alcantar, Acting Assistant Finance Director Bean, Acting Finance Director/Assistant City Manager Conley, Chief Assistant City Attorney Risner, Administrative Manager Martir, and Executive Secretary McCalister

4 COMMUNITY FORUM – None

5 CONSENT CALENDAR AND APPROVAL OF AGENDA
Action: *moved by Committee Member Briseno, seconded by Chair Jones, and carried by Jones, Briseno, and Santos to approve the Agenda and adopt the Consent Calendar with Bunch abstaining (Absent: McDonald & Gaddies)*

A **APPROVAL OF AGENDA AND MEETING MINUTES FOR SEPTEMBER 8, 2025**
Recommendation: Approve agenda and September 8, 2025, meeting minutes.
Action: *approved minutes.*

6 REPORT OF THE COMMITTEE/BOARD SECRETARY

Commissioner Bunch and Acting Assistant Finance Director Bean were introduced. Commissioner Farrell was honored and recognized as retired.

7 CITY ATTORNEY'S REPORT – None

8 REPORT OF THE CITY COUNCIL LIAISON – None

9 REPORT OF THE CHAIRPERSON AND MEMBERS OF THE COMMITTEE/BOARD – None

10 ACTION CALENDAR

A **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING, THAT THE CITY COUNCIL AUTHORIZE $1 MILLION OF MEASURE P FUNDING FOR TRAFFIC CALMING MEASURES**

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Recommendation: Adopt a resolution recommending that the City Council authorize the use of $1,000,000 of Measure P budget to fund the cost of materials for roundabouts, traffic signs, speed tables and paint needed for the installation of traffic calming measures.

Action: *moved by Chair Jones, seconded by Commissioner Briseno, and carried unanimously by members present to recommend the City Council authorize $1M of MPOC funding for Traffic Calming measures (Absent: McDonald & Gaddies)*

B **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE NOT RECOMMENDING, THAT THE CITY COUNCIL AUTHORIZE $50,000 OF MEASURE P FUNDING TO MAINTAIN THE INFRASTRUCTURE OF THE PORTION OF THE BAY TRAIL AND VINE TRAIL THAT ARE WITHIN CITY LIMITS**

Recommendation: Adopt a resolution recommending or, in the alterative, not recommending that the City Council authorize $50,000 of Measure P funding to maintain the infrastructure of the portion of the Bay Trail and Vine Trail that is within city limits.

Action: *moved by Commissioner Briseno, seconded by Chair Jones, and carried unanimously by members present to recommend the City Council authorize $50k of MPOC funding to maintain the infrastructure of the portion of the Bay Trail and Vine Trail that are within City Limits (Absent: McDonald & Gaddies)*

C **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $11 MILLION OF MEASURE P FUNDING FOR THE 2026 ROADWAY PAVING RESTORATION AND RENEWAL PROJECTS**

Recommendation: Adopt a resolution recommending or, in the alternative, not recommending that the City Council authorize $11 million of Measure P funding for the 2026 roadway paving restoration and renewal projects.

Action: *moved by Commissioner Briseno, seconded by Commissioner Bunch, and carried unanimously by members present to recommend the City Council authorize $11M of MPOC funding for the 2026 Roadway Paving Restoration and Renewal projects (Absent: McDonald & Gaddies)*

D **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $500,000 OF MEASURE P FUNDING FOR POTHOLE REPAIRS**

Recommendation: Adopt a resolution recommending or, in the alternative, not recommending that the City Council authorize $500,000 of Measure P funding for pothole repairs

Action: *moved by Chair Jones, seconded by Commissioner Briseno, and carried unanimously by members present to recommend the City Council authorize $500k of MPOC funding for pothole repairs (Absent: McDonald & Gaddies)*

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E **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE NOT RECOMMENDING, THAT THE CITY COUNCIL APPROPRIATE $500,000 OF MEASURE P FUNDING FOR ONGOING LITTER AND ILLEGAL DUMPING CLEANUP AND PREVENTION EFFORTS**

Recommendation: Adopt a resolution recommending or, in the alternative not recommending, that the City Council appropriate $500,000 of Measure P funding for ongoing litter and illegal dumping cleanup and prevention efforts.

Action: *moved by Chair Jones, seconded by Commissioner Bunch, and carried unanimously by members present to recommend the City Council authorize $500k of MPOC funding for ongoing litter and illegal dumping cleaning and prevention efforts (Absent: McDonald & Gaddies)*

11 INFORMATION CALENDAR – None

12 FUTURE AGENDA ITEMS

Presentation of the Measure P compliance report for the fiscal year ending June 30, 2025.

13 ADJOURNMENT

The meeting adjourned at 7:12pm

DocuSigned by:
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JACKIE JONES, CHAIR

ATTEST:

Signed by:
Florita Cruz
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FLORITA CRUZ, SECRETARY

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MEASURE P OVERSIGHT COMMITTEE (MPOC) REGULAR MEETING MINUTES

FEBRUARY 9, 2026

Council Chambers
555 Santa Clara Street
Vallejo, CA 94590

1 CALL TO ORDER

The meeting was called to order at 6:15 p.m.

2. ROLL CALL
Present: Chair Jones, Committee Member Santos, Committee Member Bunch
Absent: Vice Chair McDonald, Committee Member Gaddies, and Committee Member Briseno
Staff present: Assistant Finance Director Cruz, Chief Assistant City Attorney Risner, and Executive Secretary McCalister

Chair Jones announced due to lack of quorum, the meeting was adjourned.

2 ADJOURNMENT

The meeting adjourned at 6:16pm.

DocuSigned by:
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JACKIE JONES, CHAIR

ATTEST:

Signed by:
Florita Cruz
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FLORITA CRUZ, SECRETARY

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MEASURE P OVERSIGHT COMMITTEE (MPOC) REGULAR MEETING AT 6:00 PM

MARCH 9, 2026

HYBRID MEETING
www.Cityofvallejo.net

Council Chambers
555 Santa Clara Street
Vallejo, CA 94590

COMMITTEE MEMBERS
Jackie Jones (Chair, At-Large)
Adjoa McDonald (Vice-Chair, Dist. 6)
Loretta Gaddies (Dist. 2)
Regina Briseno (Dist. 3)
Aleta Santos (Dist. 4)
VACANT (Dist.1)
Michael Bunch (Dist. 5)

1 CALL TO ORDER

The meeting was called to order at 6:15 p.m.

2. ROLL CALL
Present: Chair Jones, Committee Member Santos, Committee Member Briseno
Absent: Vice Chair McDonald, Committee Member Gaddies, and Committee Member Bunch
Staff present: Assistant Finance Director Cruz, Chief Assistant City Attorney Risner, Assistant to the City Manager - Special Projects Ackley, and Executive Secretary McCalister

Chair Jones announced that due to lack of quorum, the meeting was adjourned.

13 ADJOURNMENT

The meeting adjourned at 6:16pm.

DocuSigned by:
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JACKIE JONES, CHAIR

ATTEST:

Signed by:
Florita Cruz
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FLORITA CRUZ, SECRETARY

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: Florita Cruz, Committee Secretary
SUBJECT: **ELECTION OF VICE CHAIR**

RECOMMENDATION

Measure P Oversight Committee to elect new Vice Chair.

BACKGROUND AND DISCUSSION

In the event the Vice Chair position becomes empty the Committee will elect a Vice Chair.

FISCAL IMPACT

None

ATTACHMENTS

None

CONTACT

Florita Cruz, Committee Secretary (707) 648-5433
Florita.Cruz@cityofvallejo.net

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: Nalungo Conley, Acting Finance Director
SUBJECT: **ADOPT A RESOLUTION RECOMMENDING, OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL RECEIVE AND FILE THE MEASURE P ANNUAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

RECOMMENDATION

Adopt a resolution recommending or, in the alternative, not recommending that the City Council receive and file the Measure P Annual Report for the fiscal year ended June 30, 2025.

BACKGROUND AND DISCUSSION

The Vallejo Municipal Code (VMC) Section 3.09.140 states that the proceeds resulting from the transactions and use tax are deposited into the City's General Fund and are subject to the same independent annual audit requirements as other General Fund revenues. The independent auditor's report includes an accounting of the revenues received and expenditures made from the transactions and use tax and is presented annually to the Citizens' Oversight Committee and the City Council and made available for public review.

Measure P is administered by the California Department of Tax and Fee Administration, which collects and remits revenues to the City on a monthly basis. These revenues are deposited into the City's Measure P Transaction and Use Tax Fund (#005), a sub-fund of the General Fund, allowing Measure P revenues to be clearly identified and tracked from collection through disbursement.

Multi-year Measure P capital project expenditures are additionally tracked in Capital Outlay Fund #201, Measure P Capital Fund #228, and Fleet Maintenance Replacement Fund – Subfund #502 (Equipment Replacement), collectively referred to as the Capital Project Funds. The City's FY 2024–25 independent audit covers both the General Fund and the Capital Project Funds as opinion units. Measure P transactions are evaluated within these funds using applicable materiality thresholds, rather than being audited as a stand-alone fund.

Consistent with Governmental Accounting Standards Board (GASB) requirements, Measure P revenues and expenditures are reported in aggregate in the Annual Comprehensive Financial Report (ACFR). To provide additional transparency, the City also prepares the attached Annual Measure P Transaction and Use Tax Fund Report on Compliance, which includes a detailed accounting of Measure P–specific revenues and expenditures in accordance with Vallejo Municipal Code Section 3.09.140 and independent auditor's opinion that the city is in compliance with the requirements described in Ordinance No. 1866 and Council resolution No. 22-222.

The ordinance requires that Measure P be subject to the same independent audit requirements as other General Fund revenues. The City's current audit and financial reporting framework meets this requirement and ensures independence, transparency, and accountability. However, the Measure P Oversight Committee (MPOC) may recommend that the City Council authorize a separate audit. On May 6, 2025, the MPOC adopted Resolution No. 25-20 recommending that the City Council consider conducting a separate financial audit of Measure P funds outside of the City's annual audit. While this would provide an additional level of

independent review, it would also result in additional costs to the City. The recommendation is scheduled for presentation to the City Council in March 2026.

FISCAL IMPACT

This item has no fiscal impact. The Measure P Annual Report reflects previously authorized revenues and expenditures.

ATTACHMENTS

1.	MPOC Resolution_Finance_Measure P Annual Report CAO Stamp
2.	10.B Vallejo Measure P Annual Report on Compliance as of June 30, 2025
3.	10.B MPOC Resolution #25-20_Finance_Audit

CONTACT

Nalungo Conley, Assistant City Manager/Acting Finance Director (707)-648-4301
Nalungo.Conley@cityofvallejo.net

Approved as to form:

By: for

Veronica Nebb, City Attorney

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE RECOMMENDING THAT THE CITY COUNCIL RECEIVE AND FILE THE ANNUAL MEASURE P REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2025

WHEREAS, Vallejo Municipal Code (VMC) Section 3.09.140 requires the Measure P transaction and use tax (Measure P) be subject to the same independent audit requirements as other General Fund revenues; and

WHEREAS, the VMC also requires the independent auditor's report to include an accounting of the revenues received and expenditures made from the Measure P, and that the report be presented annually to the Citizens' Oversight Committee and the City Council and made available for public review; and

WHEREAS, LSL, LLP, has performed an independent audit of the City, in which the City's General Fund and Capital Projects Funds were opinion units, and issued an unmodified opinion ("clean opinion") on the Annual Comprehensive Financial Report (ACFR); and

WHEREAS, Measure P was included within the scope of the annual audit performed over the General Fund and Capital Project Funds opinion units for the fiscal year ended June 30, 2025, and is reported in aggregate with other General Fund and Capital Project Funds' revenues and expenditures in the ACFR, in accordance with the Governmental Accounting Standards Board (GASB) standards; and

WHEREAS, Measure P–specific revenues and expenditures are separately prepared and reported in the Independent Auditor's Annual Measure P Report on Compliance to isolate Measure P activity from other General Fund and Capital Project Fund resources for additional transparency and to comply with the ordinance.

NOW, THEREFORE, BE IT RESOLVED, that the Measure P Oversight Committee hereby recommends that the City Council receive and file the Independent Auditor's Annual Measure P Report on Compliance for the fiscal year ended June 30, 2025.

Adopted by the Measure P Oversight Committee at a regular meeting held on February 9, 2026, with the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
JACKIE JONES, CHAIR

ATTEST:

_____
FLORITA CRUZ, SECRETARY

CITY OF VALLEJO, CALIFORNIA
MEASURE P TRANSACTION AND USE TAX FUND

FOR THE YEAR ENDED JUNE 30, 2025

REPORT ON COMPLIANCE

Focused on YOU

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CITY OF VALLEJO, CALIFORNIA
MEASURE P TRANSACTION AND USE TAX FUND

Report on Compliance

For the Year Ended June 30, 2025

CITY OF VALLEJO, CALIFORNIA
MEASURE P TRANSACTION AND USE TAX FUND

Report on Compliance

For the Year Ended June 30, 2025

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
AND ON INTERNAL CONTROL OVER COMPLIANCE

To the Honorable Mayor and Members of the City Council
City of Vallejo, California

Report on Compliance

Opinion on the Measure P Transaction and Use Tax Fund

We have audited the compliance of the Measure P Transaction and Use Tax Fund of the City of Vallejo, California (the "City")'s compliance with the requirements described in Ordinance No. 1866 N.C (2d) (the "Ordinance"), and the Council expenditure direction approved with Resolutions No. 22-222 N.C. (the "Resolution"), for the year ended June 30, 2025.

In our opinion, the City complied, in all material respects, with the type of compliance requirements referred to above that could have a direct and material effect on the requirements referred to above applicable to the City, for the year ended June 30, 2025.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the requirements of the Ordinance and Resolution. Our responsibilities under those standards, and the Ordinance and Resolutions are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance with the Ordinance and allowability per the Resolution. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Emphasis of Matter

We draw attention to the fact that the General Fund Subfund - #005 Measure P Transaction Use Tax, and Capital Outlay Fund #201 and Measure P Capital Fund #228, and Fleet Maintenance Replacement Fund Subfund - #502 Equipment Replacement (collectively the "Capital Projects Funds") were not subjected to a separate financial statement audit at the fund level. Instead, the financial activities and balances of the Measure P Fund and the Capital Projects Funds were included within the scope of the financial statement audit performed over the City's General Fund, Capital Outlay Fund #201 and Measure P Capital Fund #228 and the Fleet Maintenance Replacement Fund opinion units, respectively, for the fiscal year ended June 30, 2025. Refer to the Supplementary Information section below.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's government programs.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards* will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the Ordinance and allowability per the Resolution. In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, the Ordinance and Resolution, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Ordinance and allowability per the Resolution, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Supplementary Information

We conducted an audit over the City of Vallejo for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying schedules, as listed in the table of contents (supplementary information), are presented for purposes of additional analysis and are not a required part of the City's basic financial statements. Such information is the responsibility of the City's management and was derived from and relates directly to the underlying accounting and other records used to prepare the City's basic financial statements. The information has been subjected to the auditing procedures applied during our audit of the City's basic financial statements and performance of certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a

combination of deficiencies, in internal control over compliance with a type of compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed. The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Ordinance and allowability per the Resolution. Accordingly, this report is not suitable for any other purpose.

LSL, LLP

Irvine, California
January 29, 2026

CITY OF VALLEJO, CALIFORNIA
General Fund Subfund - #005 Measure P Transaction Use Tax, and Capital Project Funds
Balance Sheet Schedules
June 30, 2025

	General Fund Subfund - #005 Measure P Transaction Use Tax	Capital Project Funds	Total
ASSETS:			
Pooled cash and investments	$ 12,793,243	$ 15,779,800	$ 28,573,043
Taxes receivable	2,964,875	-	2,964,875
Notes and loans receivable	2,900,282	-	2,900,282
Total Assets	$ 18,658,400	$ 15,779,800	$ 34,438,200
LIABILITIES AND FUND BALANCE:			
Liabilities:			
Accounts payable	$ 154,175	$ 247,340	$ 401,515
Total Liabilities	154,175	247,340	401,515
DEFERRED INFLOW OF RESOURCES			
Unavailable revenues	20,617	-	20,617
Total Deferred Inflows of Resources	20,617	-	20,617
	174,792	247,340	422,132
FUND BALANCE:			
Nonspendable - loan principal	2,879,665	-	2,879,665
Committed for Measure P projects	2,082,623	15,532,460	17,615,083
Assigned for Measure P	13,521,320	-	13,521,320
Total Fund Balance	$ 18,483,608	$ 15,532,460	$ 34,016,068
Total Liabilities, Deferred Inflows of Resources and Fund Balance	$ 18,658,400	$ 15,779,800	$ 34,438,200

See Notes to Financial Schedules.

CITY OF VALLEJO, CALIFORNIA
General Fund Subfund - #005 Measure P Transaction Use Tax, and Capital Project Funds
Statement of Revenues and Expenditures
June 30, 2025

	General Fund Subfund - #005 Measure P Transaction Use Tax	Capital Project Funds	Total
REVENUES:			
Local sales and use tax	$ 17,537,793	$ -	$ 17,537,793
Use of money and property	1,512,940	-	1,512,940
Total Revenues	19,050,733	-	19,050,733
EXPENDITURES:			
Fire services	210,800	-	210,800
Public Works	86,578	-	86,578
Capital outlay	-	6,183,388	6,183,388
Nondepartmental	125,000	-	125,000
Total Expenditures	422,378	6,183,388	6,605,766
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	18,628,355	(6,183,388)	12,444,967
OTHER FINANCING SOURCES (USES):			
Transfers In	-	20,170,000	20,170,000
Transfers Out	(15,170,000)	(5,000,000)	(20,170,000)
Total Other Financing Sources (Uses)	(15,170,000)	15,170,000	-
Net Change in Fund Balance	3,458,355	8,986,612	12,444,967
FUND BALANCE - BEGINNING	15,025,253	6,545,848	21,571,101
FUND BALANCE - ENDING	$ 18,483,608	$ 15,532,460	$ 34,016,068

See Notes to Financial Schedules.

CITY OF VALLEJO, CALIFORNIA
General Fund Subfund - #005 Measure P Transaction Use Tax, and Capital Project Funds
Supplemental Schedule of Measure P Transactions
June 30, 2025

This schedule is presented for transparency and public information purposes only. It is not part of the City's Annual Comprehensive Financial Report (ACFR) prepared in accordance with GASB standards.

	Cumulative Amount	Actual Spending FY 23-24	Actual Spending FY 24-25	Remaining Balance	Fund #
Actual Revenues					
FY 2022-2023 actual revenues	$ 4,251,505				
FY 2023-2024 actual revenues	17,771,948				
FY 2024-2025 actual revenues	17,537,793				
Investment Income	1,512,939				
Total Revenues	**41,074,185**				#005
Appropriations					
No. Council Measure P Category					
1 Maintain emergency medical response	**730,000**	**-**	**140,800**	**589,200**	
Defibrillator Replacements for Fire Department	500,000	-	-	500,000	#005
Protective Equipment for Fire Department	85,000	-	85,000	-	#005
Thermal Imaging Camera for Fire Department	70,000	-	55,800	14,200	#005
Standards of Cover	75,000	-	-	75,000	#005
2 Maintain crime prevention	**2,798,200**	**452,351**	**1,550,223**	**795,626**	
Security Services	500,000	-	-	500,000	#005
Police Department Headquarters Project - Phase B (PW9818)	1,998,200	452,351	1,524,940	20,909	#201
Police Dejpartment Modular Dispatch Center (PDRAD)	300,000	-	25,283	274,717	#228
3 Address homelessness	**4,479,665**	**-**	**3,979,665**	**500,000**	
Extreme Weather Centers	500,000	-	-	500,000	#005
Navigation Center (Project PW9433)	1,100,000	-	1,100,000	-	#228
Loan Agreement for Broadway Project (HKEY22)	2,879,665	-	2,879,665	-	#005
4 Address blight	**650,000**	**-**	**218,451**	**431,549**	
Graffiti Removal Equipment	150,000	-	90,315	59,685	#502
Streetlight repair/expansion (PWC114)	500,000	-	128,136	371,864	#228
5 Address dumping	**500,000**	**-**	**86,578**	**413,422**	
Dumping Prevention	500,000	-	86,578	413,422	#005
6 Repair deteriorating neighborhood streets, roads and sidewalks	**18,120,000**	**-**	**3,314,714**	**14,805,286**	
Residential Street Resurfacity (Slurry seal) Project (PW9745)	2,000,000	-	1,998,975	1,025	#228
American with Disabilities Act (ADA) curb ramp compliance construction (PW9705)	500,000	-	-	500,000	#228
Comprehensive pavement construction design & project management services (PWC109)	1,000,000	-	-	1,000,000	#228
Potholes and traffic stripping (PWC109)	1,500,000	-	787,468	712,532	#228
Mare Island Causeway Bridge	3,000,000	-	-	3,000,000	#228
Intersection Improvement Project	100,000	-	-	100,000	#228
Bay Trail/Vine Trail maintenance and repair	20,000	-	200	19,800	#228
Roadway paving restoration and renewal project	10,000,000	-	528,071	9,471,929	#228
7 Youth priorities	**275,000**	**-**	**195,000**	**80,000**	
Council Support and Outreach	80,000	-	-	80,000	#005
Community Grants (for 2 year period)	125,000	-	125,000	-	#005
Firefighter Academy	70,000	-	70,000	-	#005
Total Expenditures	**27,552,865**	**452,351**	**9,485,431**	**17,615,083**	
Net Operating Results, reported as Assigned Fund balance	**$ 13,521,320**				
Unspent, reported as Committed Fund balance in Balance Sheet				**$ 17,615,083**	
Reported as Expenditures in Statement of revenues, expenditures			$ 6,605,766		
Reported as Loans Receivable/ Nonspendable balance in Balance sheet			2,879,665		
Total			$ 9,485,431		

I. SUMMARY

In July 2022, the City Council approved Ordinance No. 1866 N.C.(2d) amending the City Municipal Code imposing an additional 0.875% to the transaction and use tax subject to approval by majority of the voters on the November 2022 election. The amendment also includes new sections for the Independent annual audit and creation of a Citizen's Oversight Committee. The Citizens' Oversight Committee shall annually review and report on (a) the City's proposed and actual expenditure of proceeds generated by the additional 0.875% transaction and use tax and (b) the required independent annual audit . The Committee's report shall be submitted to the City Council for review and discussion at a public meeting of the City Council and shall be available to the public.

In November 2022, the voters of the City of Vallejo passed Measure P, a ballot measure adding 0.875% to the current transaction and use tax effective April 1, 2023.

Following approval of the ballot measure, the City Council approved Resolution No. 22-222 N.C. directing staff to prioritize the following uses of Measure P revenues as follows:

1. Maintain critical city services such as keeping public spaces healthy, safe and clean
2. Maintain fire protection
3. Maintain emergency medical response
4. Maintain crime prevention
5. Address homelessness
6. Address blight
7. Address dumping
8. Repair deteriorating neighborhood streets, roads and sidewalks; and
9. Youth priorities

II. COLLECTION, MANAGEMENT AND EXPENDITURES

Measure P is a transaction and use tax which is implemented in the same manner as a sales tax. The California Department of Tax and Fee Administration manages the collection and distribution of the tax-generated revenue and distributes funds to the City monthly. The funds go into the City's Measure Transaction and Use Fund (#005), Fund, a sub-fund of the City's General Fund, to clearly identify this additional revenue and allows separate tracking of Measure P dollars from collection to disbursement, enabling the public to easily see how and where these funds are applied.

The City additionally tracks its multi-year Measure P project appropriations under Capital Outlay Fund #201, Measure P Capital Fund #228, and Fleet Maintenance Replacement Fund -Subfund #502 Equipment Replacement. Collectively, these funds are referred to as the" Capital Project Funds", providing a consolidated framework for managing and monitoring the cumulative spending of the City's Measure P multi-year capital projects that span multiple fiscal years.

III. COMPLIANCE

The Vallejo Municipal Code (VMC) Section 3.09.140 states that the proceeds resulting from the transactions and use tax are deposited into the City's General Fund and are subject to the same independent annual audit requirements as other General Fund revenues. The independent auditor's report includes an accounting of the revenues received and expenditures made from the transactions and use tax and is presented annually to the Citizens' Oversight Committee and the City Council and made available for public review.

The City's Auditors performed a financial audit over the City in which the City's General Fund and Capital Projects were opinion units. The financial audit was designed to provide an opinion on the City's General Fund and Capital Project Funds as a whole. Measure P funds and transactions were evaluated using City's General Fund and Capital Project Funds' materiality thresholds and were not subject to the level of scrutiny or focus that would have been applied had Measure P been audited as a stand-alone opinion unit with its own materiality.

The city ensures transparency and accountability for Measure P tax revenues through the following oversight and reporting framework for Fiscal Year 2024-25, consistent with applicable Governmental Accounting Standards Board (GASB) standards:

Overall Measure P revenues and related expenditures are tracked in Fund #005 within the General Fund to facilitate detailed internal monitoring. However, for external reporting, the presentation of these amounts is governed by GASB standards, which limit the level of detail that may be displayed in the basic financial statements. As a result, in the Annual Comprehensive Financial Report (ACFR), Measure P revenues are reported in aggregate with other General Fund tax revenues, and Measure P expenditures are combined with other General Fund expenditures by function and department.

Because Measure P activities are accounted within the General Fund and multi-year Measure P project expenditures are additionally tracked within the Capital Project Funds, the City prepares an Annual Report on Compliance to provide a detailed, itemized accounting of Measure P–specific revenues and expenditures. This report isolates Measure P activity from other General Fund and Capital Project Fund resources and is prepared in accordance with VMC Section 3.09.140.

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RESOLUTION NO. 25-20

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE RECOMMENDING CHANGES TO THE MEASURE P ANNUAL AUDIT PRACTICES TO INCREASE TRANSPARENCY, ACCOUNTABILITY, AND INDEPENDENCE

WHEREAS, the Measure P Oversight Committee is charged with reviewing and monitoring the use of Measure P funds to ensure they are spent in accordance with the voter-approved purposes; and

WHEREAS, the Measure P Oversight Committee seeks to strengthen audit practices to enhance public trust and ensure rigorous financial oversight; and

WHEREAS, the Committee finds that it is in the best interest of the citizens of Vallejo that the Measure P audit process includes expanded procedures to ensure independence, transparency, and comprehensive evaluation;

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby recommends to the City Council the following enhancements to the Measure P annual audit process:

1. That the audit scope be presented to the Measure P Oversight Committee for approval during a regular meeting prior to the commencement of the audit engagement;
2. That the audit firm engaged to perform the Measure P audit be rotated no less frequently than every five (5) years, with the first rotation to occur with the fiscal year 2024-2025 audit;
3. That the audit firm conducting the Measure P annual audit be an independent firm, distinct from the firm engaged to conduct audits for other City of Vallejo activities during the same fiscal year;
4. That the audit engagement include more sufficient evidence gathering practices, emphasizing the use of external evidence not solely provided by City management;
5. That the audit be conducted only after the balance sheet date to ensure complete and accurate reporting of financial position and activities;
6. That any loans issued from Measure P funds be evaluated for impairment as part of the audit scope, with any amount determined to be uncollectible reported directly to the Measure P Oversight Committee;

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7. That the completed audit report be formally presented to the Measure P Oversight Committee during a regular meeting open to the public for review and discussion.
8. That this resolution, and any subsequent amendments thereto, shall be presented by a member of the Measure P Oversight Committee directly to the City Council during a regular meeting.

Adopted by the Measure P Oversight Committee at a regular meeting held on May 6, 2025, with the following vote:

AYES: Chair Salmeron, Vice-Chair Tibet, Commissioners, Briseno, Farrell and Jones.
NOES:
ABSENT: Gaddies
ABSTAIN:

DocuSigned by:
E8AD779798324EC...

JASMINE SALERON, CHAIR

(Chair Tibet will sign)

ATTEST:

DocuSigned by:
Rekha Nayar
2C136D9BC07A462...

REKHA NAYAR, SECRETARY

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: Nalungo Conley, Assistant City Manager/Acting Finance Director
SUBJECT: **ADOPT A RESOLUTION RECOMMENDING, OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL ADOPT A RESOLUTION ESTABLISHING A PROCEDURE FOR FORWARDING CERTAIN MEASURE P ITEMS TO THE CITY COUNCIL WHEN THE COMMITTEE IS UNABLE TO ACHIEVE A QUORUM**

RECOMMENDATION

Adopt a resolution recommending, or, in the alternative, not recommending that the City Council adopt a resolution establishing a procedure for forwarding certain Measure P items to the City Council when the Committee is unable to achieve a quorum.

BACKGROUND AND DISCUSSION

The Vallejo Municipal Code (VMC) Section 3.09.150 (A)states that citizens' oversight committee is hereby established to independently review and advise upon the city's expenditure of proceeds generated by the transactions and use tax. In addition, VMC Section 3.09.150(A)(1) states that four members of the committee shall constitute a quorum.

Ordinance No. 1866 N.C. (2d) outlines that the Measure P tax be used to "[amend] chapter 3.09 of the Vallejo municipal code related to the Vallejo Local Road and Essential Services Measure to maintain City services, including repairing, repaving, and maintaining deteriorating local roads; improving city buildings; addressing homelessness; fire protection, youth services; and general government use; requiring independent audits, citizen oversight, and all funds spent in Vallejo."

Current practice is to run all Measure P fund requests by the Measure P Oversight Committee (MPOC) for recommendation before getting City Council approval. The MPOC have a key role in helping identify how Measure P tax funds should be spent to ensure that we are getting the best use of Vallejo citizens' taxpayers' money. While the role the MPOC plays is vital to the community, it is also important to recognize that meeting cancellations due to lack of quorum can delay important or urgent funding requests.

Staff would like the MPOC to consider recommending for City Council to adopt a resolution to amend the current fund request arrangement, whereby if the MPOC is not able to meet due to lack of quorum for two consecutive monthly meetings , that MPOC recommendation can be waived so that important or urgent funding requests can be considered by City Council.

FISCAL IMPACT

None

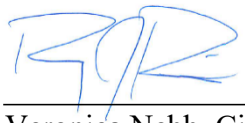
ATTACHMENTS

1.	MPOC Resolution_Finance_No-Quorum Bypass CAO Stamp

CONTACT

Nalungo Conley, Assistant City Manager/Acting Finance Director (707)-648-4301
Nalungo.Conley@cityofvallejo.net

Approved as to form:

By:  for

Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING THAT THE CITY COUNCIL ADOPT A RESOLUTION ESTABLISHING A PROCEDURE FOR FORWARDING CERTAIN MEASURE P ITEMS TO THE CITY COUNCIL WHEN THE COMMITTEE IS UNABLE TO ACHIEVE A QUORUM

WHEREAS, Vallejo Municipal Code Section 3.09.150(A) establishes the Measure P Oversight Committee to independently review and advise upon the City's expenditure of proceeds generated by the transactions and use tax; and

WHEREAS, Vallejo Municipal Code Section 3.09.150(A)(1) provides that four members of the Committee constitute a quorum; and

WHEREAS, the Committee currently reviews Measure P fund requests prior to their consideration by the City Council; and

WHEREAS, the Committee's oversight role is important to the public trust; however, meeting cancellations due to a lack of quorum can delay important or time-sensitive funding requests; and

WHEREAS, the Committee finds it appropriate to recommend a procedure that allows certain items to proceed to the City Council when the Committee has been unable to meet due to a lack of quorum after two consecutive monthly meetings.

NOW, THEREFORE, BE IT RESOLVED by the Measure P Oversight Committee as follows:

1. The Committee hereby recommends that the City Council adopt a resolution providing that, when City staff have a funding request requiring Measure P Oversight Committee review, and staff have attempted to agendize the item for two consecutive monthly meetings, with each meeting cancelled due to a lack of quorum, the item may be forwarded directly to the City Council without a Measure P Oversight Committee recommendation.

2. Nothing in this resolution shall be construed to eliminate or reduce the Committee's authority and responsibility to review and advise on Measure P matters when a quorum is present.

Adopted by the Measure P Oversight Committee of the City of Vallejo at a special meeting held on April 30, 2026, with the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
JACKIE JONES, CHAIR

ATTEST:

_____
FLORITA CRUZ, STAFF SECRETARY

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: Jason Ta, Chief of Police
jason.ta@cityofvallejo.net
SUBJECT: **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE NOT RECOMMENDING, THAT CITY COUNCIL AUTHORIZE: (1) CARRY OVER OF ALL UNSPENT MEASURE P FUNDS ALLOCATED TO THE IHART PROGRAM IN FISCAL YEAR 2025-2026, TO FISCAL YEAR 2026-2027, AND (2) APPROVE USE OF ADDITIONAL MEASURE P FUNDS UP TO $275,000, FOR A CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH FELTON INSTITUTE FOR THE IHART PROGRAM IN FISCAL YEAR 2026-2027**

RECOMMENDATION

The IHART Program is a well-received community service. However, it is costly and is solely funded by grants obtained and managed by the Vallejo Police Department ("VPD"), Measure P funds, and an assortment of other City resources. For the reasons discussed herein, VPD respectfully requests that unspent Measure P funds allocated to the IHART Program in Fiscal Year 2025-2026, be carried over to Fiscal Year 2026-2027, and that up to an additional $275,000 Measure P funds be allocated to the IHART Program in Fiscal Year 2026-2027.

Adopt a resolution recommending or, in the alternative not recommending, that City Council: (1) carry over all unspent Measure P funds allocated to the IHART (Integrated Health and Resource Team) Program in Fiscal Year 2025-2026, to Fiscal Year 2026-2027, and (2) approve use of additional Measure P funds up to $275,000, or another amount proposed by the MPOC ("Measure P Oversight Committee"), for a Consultant and Professional Services Agreement with Felton Institute ("Felton") for the IHART Program in Fiscal Year 2026-2027.

BACKGROUND AND DISCUSSION

In 2022, CRISIS Consulting conducted an official needs assessment for Vallejo. The assessment revealed that the demand for field-based programs and mental health services (where law enforcement may not be the appropriate first response) has outpaced the resources available through Solano County. VPD, in partnership with community members, local non-profits, and many other stakeholders, worked to develop a new mobile community crisis intervention team to address specific and urgent mental and behavioral health needs in Vallejo via trauma-informed responses and linkages for mental and behavioral health and social services. This team was designed to reduce – and has reduced – the need for police presence at certain non-violent calls for service.

Felton was selected as the IHART provider after a competitive bidding process and community outreach. Felton's response to City's May 2023 Request for Proposals was ranked highest (of three proposals) by VPD staff and stakeholders based on a number of factors, including background and capacity, scope of services, and budget. VPD also hosted a community town hall in November 2023 to receive community feedback about the vendors to inform the selection process.

Felton began operating the IHART Program in April 2024. There were learning curves during the pilot

program; however, the IHART Program has now hit its stride and become a valuable resource for City of Vallejo residents.

In May 2025, VPD and Felton staff presented to the MPOC twice, seeking Measure P funds to partially fund the IHART Program in Fiscal Year 2025-2026. After the second meeting, the MPOC recommended that City Council approve up to $1,501,862 of Measure P funds for an Agreement with Felton for the IHART Program in Fiscal Year 2025-2026. The recommended Measure P funding was included in the City's Fiscal Year 2025-2026 annual budget. Due to a combination of factors – including extension of available grant funds and Felton spending slightly less than authorized by its Fiscal Year 2025-2026 contract – VPD expects that at least $550,000 of the previously-authorized Measure P funds will be unspent at the end of Fiscal Year 2025-2026.

VPD and Felton desire to extend their successful contractual relationship. Felton has presented two contract options for Fiscal Year 2026-2027. The first option keeps the level of service the same, and the second adds a Program Lead position to strengthen IHART's on-the ground leadership and provide much-needed relief to the current Program Manager, who has been working many more hours than those for which he is paid. The first option is $1,655,480, which is $56,085 higher than the current $1,598,675 contract for Fiscal Year 2026-2026. The cost increase is primarily due to pay increases for critical staff. The second option is $1,794,790, which is $196,115 higher than the current contract, and incorporates the new Program Lead position.

VPD obtained two grants totaling $969,934 that are slated to partially fund the IHART Program in Fiscal Year 2026-2027. The first grant is $831,377 from the Byrne State Crisis Intervention Program Cohort 2 Grant ("SCIP Grant"). The second grant is $138,557 from the United States Department of Justice, Bureau of Justice Assistance, Connect and Protect Grant ("Connect & Protect Grant").

As recommended by Commissioner Jones at the May 28, 2025 MPOC meeting, VPD respectfully requests that all unspent Measure P funds – expected to be at least $550,000 – be carried over to Fiscal Year 2026-2027 for the IHART Program. The addition of these carryover funds will result in available funding of at least $1,519,934 for the IHART Program in Fiscal Year 2026-2027. The total funds would still likely be insufficient to fully fund either contractual option presented by Felton. The first option (same level of service) would be shortfunded by approximately $135,546 ($1,655,480 - $1,519,934). The second option (add Program Lead position) would be shortfunded by approximately $274,856 ($1,794,790 - $1,519,934). Therefore, VPD respectfully requests that MPOC recommend that City Council approve up to an additional $275,000 for the IHART Program in Fiscal Year 2026-2027.

FISCAL IMPACT

The City will use Measure P funds to supplement available grant funding for Felton's services. The ultimate fiscal impact will depend upon several factors, including: (a) the final terms of any new Agreement with Felton, and (b) the amount of Measure P funds that are unspent at the end of Fiscal Year 2025-2026.

ATTACHMENTS

1.	MPOC Resolution_Police_IHART CAO Stamp
2.	MPOC Project Justification Request_Police_IHART
3.	10.D IHART Budget Snapshot
4.	10.D IHART Monthly Report 10.25

5.	10.D IHART Monthly Report 11.25
6.	10.D IHART Monthly Report 12.25

CONTACT

Jason Ta, Chief of Police
(707) 648-4540
jason.ta@cityofvallejo.net

Approved as to form:

By: for

Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEAUSRE P OVERSIGHT COMMITTEE RECOMMENDING OR, IN THE ALTERNATIVE NOT RECOMMENDING, THAT CITY COUNCIL AUTHORIZES: (1) CARRY OVER OF ALL UNSPENT MEASURE P FUNDS ALLOCATED TO THE IHART PROGRAM IN FISCAL YEAR 2025-2026, TO FISCAL YEAR 2026-2027, AND (2) APPROVE USE OF ADDITIONAL MEASURE P FUNDS UP TO $275,000, FOR A CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH FELTON INSTITUTE FOR THE IHART PROGRAM IN FISCAL YEAR 2026-2027

WHEREAS, in May 2025, after two presentations by Vallejo Police Department ("VPD") and Felton Institute ("Felton") staff, the Measure P Oversight Committee recommended that City Council approve use of $1,501,862 of Measure P funds for an agreement with Felton to operate the IHART (Integrated Health and Resource Team) Program in the City of Vallejo during Fiscal Year 2025-2026; and

WHEREAS, City Council approved the Measure P Oversight Committee's recommendation and $1,501,862 of Measure P funding for the IHART Program was included in the City's Fiscal Year 2025-2026 budget; and

WHEREAS, due to the acquisition of grant funding and Felton spending slightly less than budgeted, VPD staff expects that at least $550,000 of the previously-authorized Measure P funds will be unspent at the end of Fiscal Year 2025-2026; and

WHEREAS, VPD obtained two grants totaling $969,934 that are slated to partially fund the IHART Program in Fiscal Year 2026-2027; and

WHEREAS, the City does not have sufficient funding for the IHART Program in Fiscal Year 2026-2027 because the two contract proposals by Felton total $1,655,480 and $1,794,790, respectively; and

WHEREAS, the first contract option of $1,655,480 is for Felton to provide the same IHART Program staffing and level of service; and

WHEREAS, the second contract option of $1,794,790 is for Felton to hire an additional employee (Program Lead) for the IHART Program; and

WHEREAS, the Measure P Oversight Committee is being asked to (1) approve carry over of all unspent Measure P funds allocated to the IHART Program in Fiscal Year 2025-2026, to Fiscal Year 2026-2027, as recommended by Commissioner Jones at the May 28, 2025 Measure P Oversight Committee meeting, and (2) approve use of additional

Measure P funds up to $275,000 for a Consultant and Professional Services Agreement with Felton for the IHART Program in Fiscal Year 2026-2027.

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee, after consideration of Staff's report and presentation, hereby: ☐ recommends ☐ does not recommend to the City Council that all unspent Measure P funds allocated to the IHART Program in Fiscal Year 2025-2026 be carried over to Fiscal Year 2026-2027 for the IHART Program.

Reasons:_____

_____

_____

_____

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Measure P Oversight Committee, after consideration of Staff's report and presentation, hereby: ☐ recommends ☐ does not recommend to the City Council that additional Measure P funds up to $275,000 be approved for a Consultant and Professional Services Agreement with Felton for the IHART Program in Fiscal Year 2026-2027.

Reasons:_____

_____

_____

_____

Adopted by the Measure P Oversight Committee on April 13, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

JACKIE JONES, CHAIR

ATTEST:

_____

FLORITA CRUZ, SECRETARY

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE NOT RECOMMENDING, THAT CITY COUNCIL AUTHORIZES: (1) CARRY OVER OF ALL UNSPENT MEASURE P FUNDS ALLOCATED TO THE IHART PROGRAM IN FISCAL YEAR 2025-2026, TO FISCAL YEAR 2026-2027, AND (2) APPROVE USE OF ADDITIONAL MEASURE P FUNDS UP TO $275,000, FOR A CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH FELTON INSTITUTE FOR THE IHART PROGRAM IN FISCAL YEAR 2026-2027

1. Project Urgency & Justification

This is an urgent item. There is insufficient funding for Felton Institute to continue the Integrated Health and Resource Team ("IHART") Program in Fiscal Year 2026-2027. The IHART Program has produced results and is popular in the community.

2. Project Timeline

Start Date: July 1, 2026
End Date: June 30, 2027

3. Financial Overview

Total Cost: $1,655,480 (for the same employees and level of service as provided in FY25-26), OR $1,794,790 (to add a new Program Lead position)

End of Useful Life: N/A

4. Procurement Method

Existing Contract or New RFP?: Felton was selected as the IHART provider after a competitive bidding process and community outreach. Felton's response to City's May 2023 Request for Proposals was ranked highest (of three proposals) by VPD staff and stakeholders based on a number of factors, including background and capacity, scope of services, and budget. VPD also hosted a community town hall in November 2023 to receive community feedback about the vendors to inform the selection process.

5. Funding Sources

Alternate Funding Sources Identified:
BJA Connect & Protect Grant (federal grant) – roughly $138,557, which is dependent upon whether Felton Institute exhausts all funding allocated for FY25-26
BSCC SCIP Grant (state grant) - $831,377
Conditions or Restrictions of Alternate Funding: Costs must be allowable and reasonable per U.S. Department of Justice Guidelines (federal grant) and Board of State and Community Corrections (state grant) Guidelines.

6. Budgetary Alignment

Included in Current Annual Budget: No

7. Implementation Details

Location (Where): City of Vallejo city limits

Implemented By: Felton Institute

Vetted by Local Expert: N/A

---

8. Community Impact

Who Benefits: Those in need of mental health services and their families. More generally, the entire community benefits via increased officer capability to respond to violent, criminal calls for service during IHART's hours of operation.

Estimated Number of People Impacted: Uncertain. However, during FY25-26, Felton has responded on average to 160 calls for service per month.

Demographic Impacted: All those in need of services.

Related Council Requests: There have been no Council requests relating to funding or contracting with Felton Institute in FY26-27.

Relevant Commissions Involved: N/A

FY26/27:

	Felton Proposal 1	Felton Proposal 2
Contract Amount	$1,655,480	$1,794,790
SCIP Grant	$(831,377)	$(831,377)
Connect & Protect Grant	$(138,557)	$(138,557)
Measure P FY25/26 carryover funds	$(550,000)	$(550,000)
Request from MPOC for FY26/27	**$135,546**	**$274,856**

Integrated Health and Resource Team

(IHART)

Monthly Report October 2025

Introduction

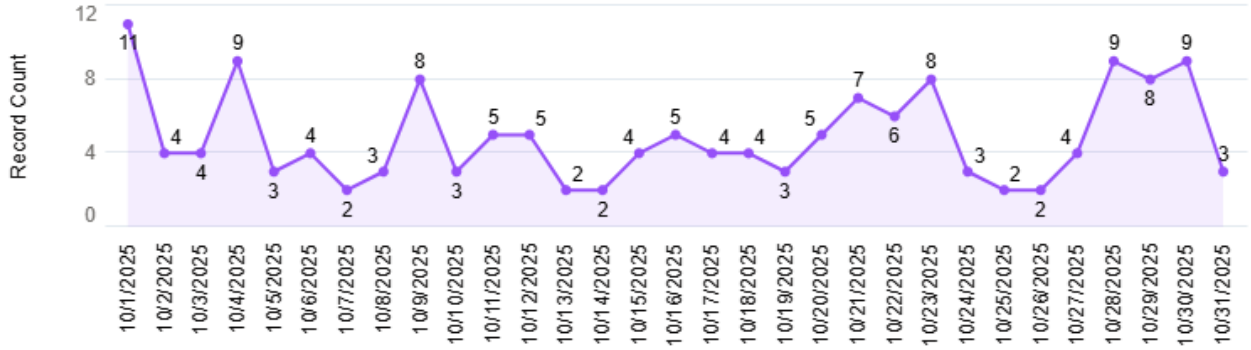
The Integrated Health and Resource Team (IHART) is proud to share our October 2025 Monthly Report, highlighting our continued commitment to community-based support and engagement throughout Vallejo. IHART meets residents where they are, addressing needs before they become emergencies. Our work extends beyond traditional service calls to include after-hours engagement with residents and Wellness Advocates, neighborhood and business outreach, impact team visits following major incidents, and individualized support for both new and returning clients.

Through these efforts, IHART builds trust, strengthens partnerships, and connects individuals and families to resources that promote stability, wellness, and a stronger sense of community.

Sincerely,

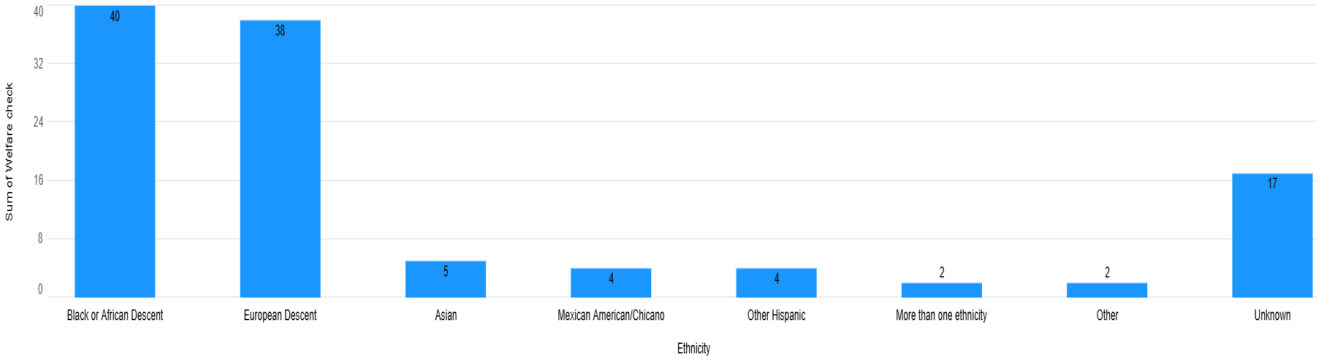
The I.H.A.R.T Team

Number of Calls



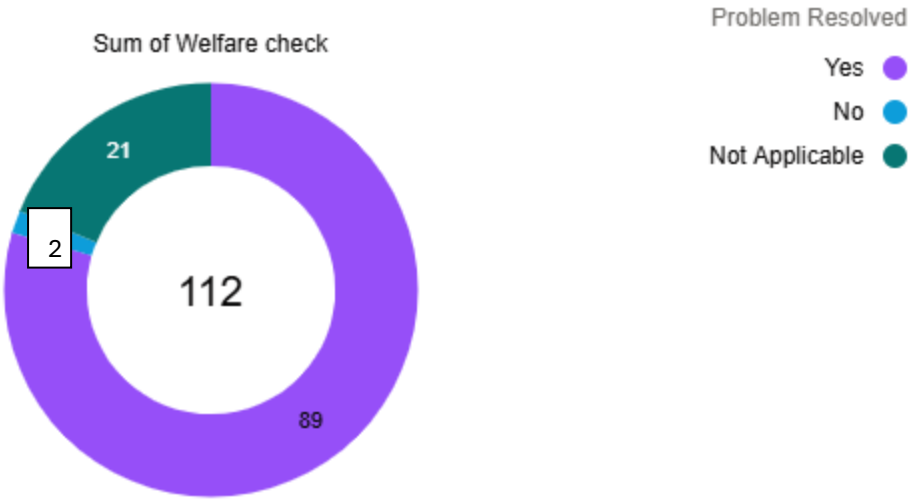
Total Calls **151**

Demographics



During October, IHART continued to assess demographic trends and strengthen outreach to ensure all Vallejo residents feel seen and supported. To better serve our Latinx and Hispanic community, IHART met with the principal of Cave Elementary School, an immersed learning site, to discuss ways to build trust and improve accessibility to wellness and emergency services.

We were also invited to participate in the Day of the Dead celebration**,** giving the community a chance to connect with IHART in a welcoming, familiar space. This engagement is especially meaningful given the current climate surrounding immigration enforcement in the Bay Area**.** By showing up as neighbors and allies, IHART reinforces that our team is here as a safe, supportive resource not an enforcement agency**.**



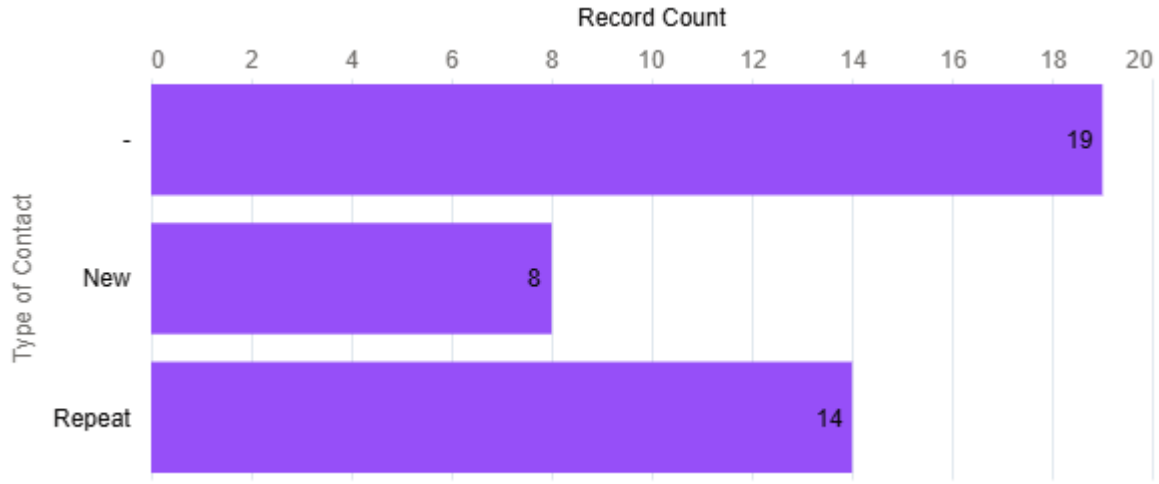
Out of 151 calls for service

- **89 calls** resulted in successful resolution meaning these calls were resolved through one or more of the following interventions:
    1. De-escalation/Conflict Resolution
    2. Linkage to supportive service
    3. Barrier removal (Food, Hygiene, Emergency Housing, Transportation)
    4. Counseling
    5. Soft case management (Follow Up Services/System Navigation)
- **23 calls** were determined not to be resolved or not applicable, due to one or more of the following reasons:
    - Clients being gone on arrival.
    - Clients decline engagement.
- **39 calls** being diverted to other agencies.
    - Cancellations in route to IHART's response. OBJ
    - Remains open for follow ups due to lack of follow through by clients

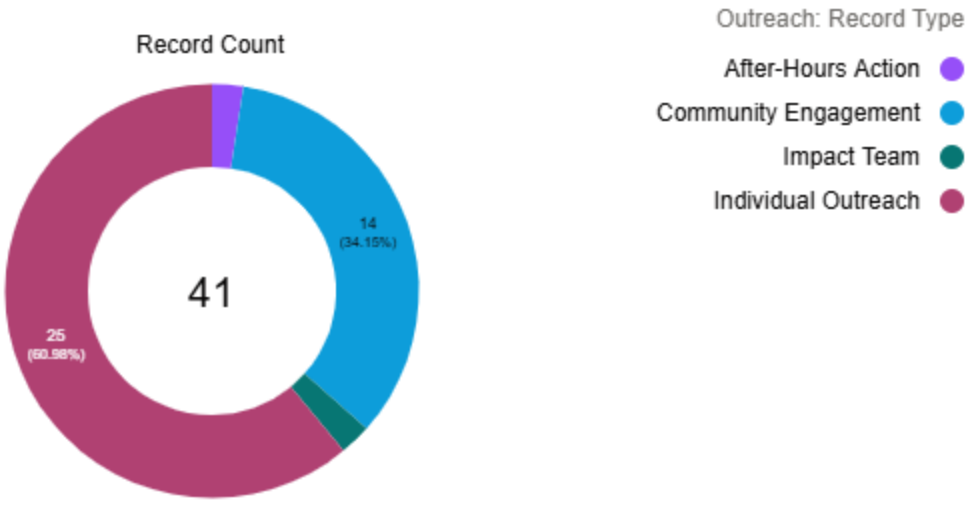
Outcomes

- Average response Time**:** 8.7
- EMS present**:** 8
- VPD Present**:** 12
- MH support Linkage**:** 7
- Community Service Linkage:6
- Transportation: 7
- Medical care: 2
- Shelter/Housing Link: 7

Outreach Efforts



IHART's outreach this month included both follow-up visits with existing clients and new outreach efforts to individuals not yet connected to care. These engagements focused on breaking barriers and linking residents without case management to essential services and support.



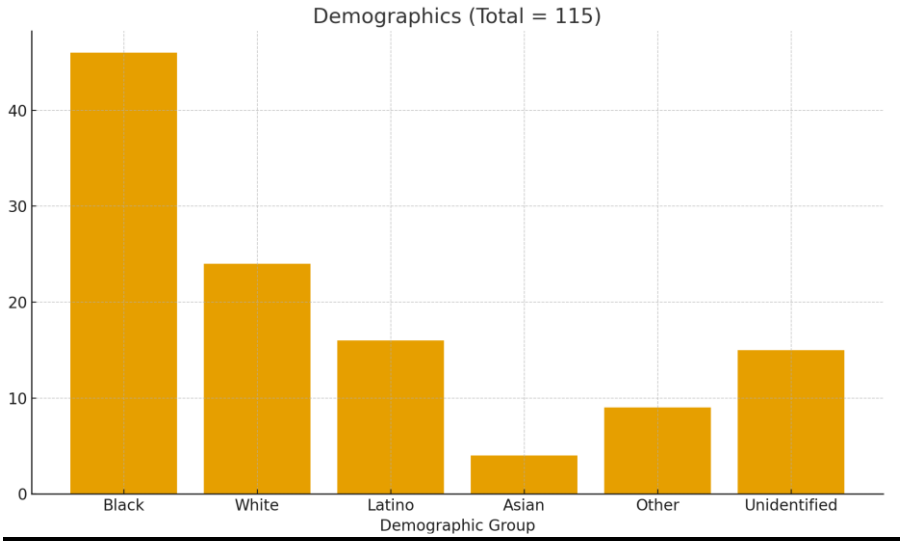
IHART's outreach extends beyond traditional case management to ensure continuous, community-centered support. Our team engages residents, businesses, and partners through multiple forms of outreach designed to build trust and connect individuals to care.

- **After-Hours Outreach:** Contact with CBOs, residents, and clients outside of IHART's standard operating hours to ensure timely support and coordination.
- **Community Engagement:** Participation in neighborhood meetings, business watch groups, and local events to strengthen community relationships and visibility.
- **Impact Team Response:** Direct visits to residents' homes following major incidents to provide immediate resources, referrals, and emotional support.
- **Individual Outreach:** One-on-one engagement with both new and returning clients to assess needs, remove barriers, and provide links to services.

These outreach activities allow IHART to meet the community where they are building consistency, safety, and accessibility across Vallejo.

Outreach Type	New	Repeat	Total	Notes
After-Hours	1	-	1	Calls after business hours
Community Engagement	14	-	14	NWM/BWM
Impact team	2	-	1	Post-incidents
Individual Outreach General Public	11	14	25	Direct client Contact

Navigation Center



In October, we engaged **115** individuals at the Navigation Center, providing triage, needs assessments, and connections to housing, benefits, health, and behavioral health services. We offered ongoing transportation assistance for appointments and employment.

Four (4) residents received keys to their apartments; we completed move-in checklists, basic furnishings linkage, and stabilization plans, in partnership with their case management.

Counseling continued with brief interventions, crisis support, and scheduled sessions; peer mentors provided weekly check-ins focused on life skills, employment, and community integration.

Next steps: sustain weekly outreach, expand transportation support, continue counseling and groups, and match more clients with mentors to advance housing and employment goals.

Youth Services

IHART continues to provide a safe space for youth, supporting the development of life skills and pathways to success. Our team has actively participated in multiple fall festivals at Pennycook, Steffon Manor, and Federal Terrace. Recently, we were invited to Vallejo High School to facilitate restorative circles, as well as to MIT and Griffin for gang prevention programs, and to Glen Cove for anti-bullying initiatives. Additionally, we host community sessions with parents aimed at reducing community violence and fostering safer neighborhoods.

Future Plans

- Combine Business and Neighborhood Watch outreach efforts in December for more coordinated community engagement.
- Onboard additional IHART staff to strengthen team capacity.
- Launch Prison Palooza at CMF to support reentry and community connection.
- Implement resilience training for staff and clients.
- Expand partnerships with Community-Based Organizations (CBOs) to enhance services and support networks.
- Develop and distribute multilingual outreach materials to reach a broader audience.
- Maintain a strong community presence through events, visits, and engagement initiatives.
- Pursue funding and donations to address essential needs for clients and the community during the holiday season.

Conclusion

IHART remains committed to meeting people where they are, providing compassionate crisis response, and building a healthier Vallejo through collaboration.

Integrated Health and Resource Team

(IHART)

Monthly Report November 2025

Introduction

The Integrated Health and Response Team (IHART) serves as a critical component of the City of Vallejo's approach to addressing behavioral health crises, community safety concerns, and unmet social service needs. This report provides City Council with an overview of IHART's service activity, outcomes, and outreach efforts during the reporting period, demonstrating the program's role in delivering timely, effective, and community-based responses.

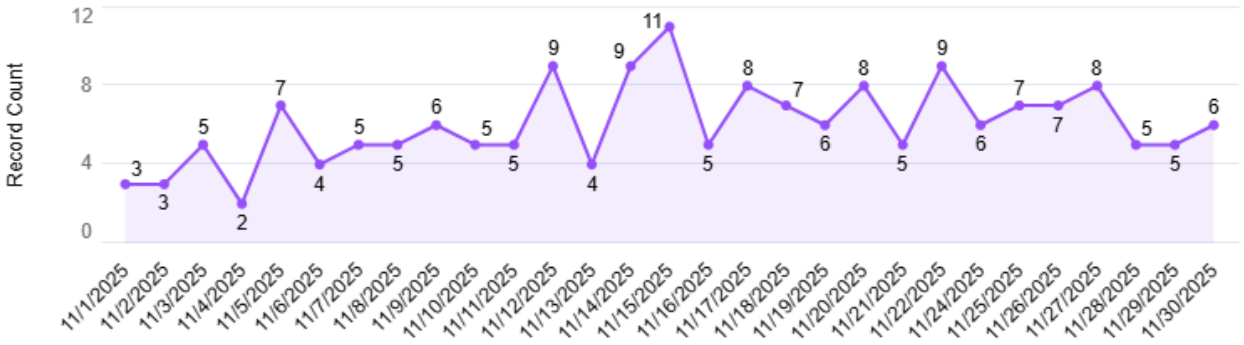
During this period, IHART responded to **175 calls for service** across the city. These calls were addressed using a person-centered approach focused on de-escalation, stabilization, and connection to appropriate services. IHART maintained an **average response time of eight minutes**, reinforcing the program's ability to respond quickly and reduce reliance on traditional emergency systems when appropriate.

This report also highlights IHART's proactive outreach efforts and partnerships, including ongoing collaboration with the Vallejo Navigation Center and other community-based organizations. Together, these efforts support the City's goals of improving public safety, increasing access to behavioral health services, and promoting stability for residents experiencing crisis or housing instability.

Sincerely,

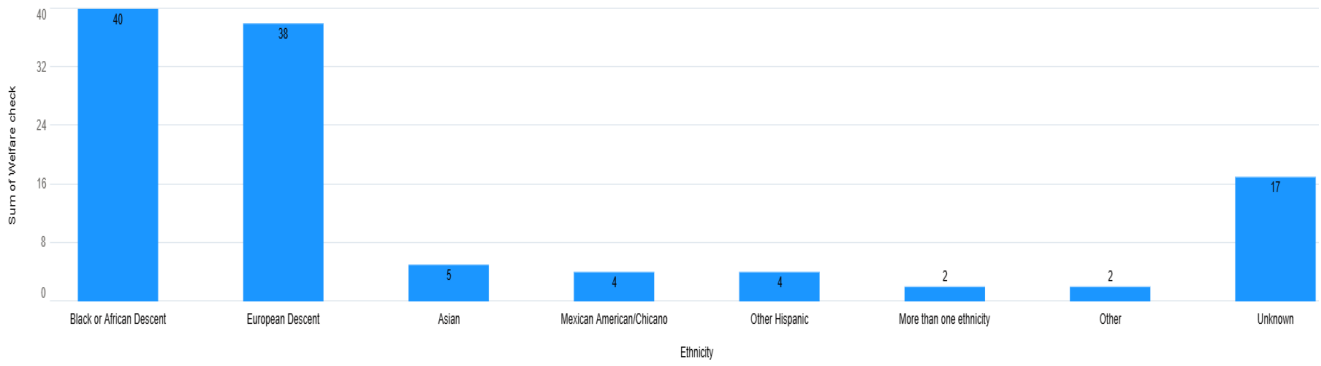
The **I.H.A.R.T** Team

Number of Calls



Total Calls **175**

Demographics



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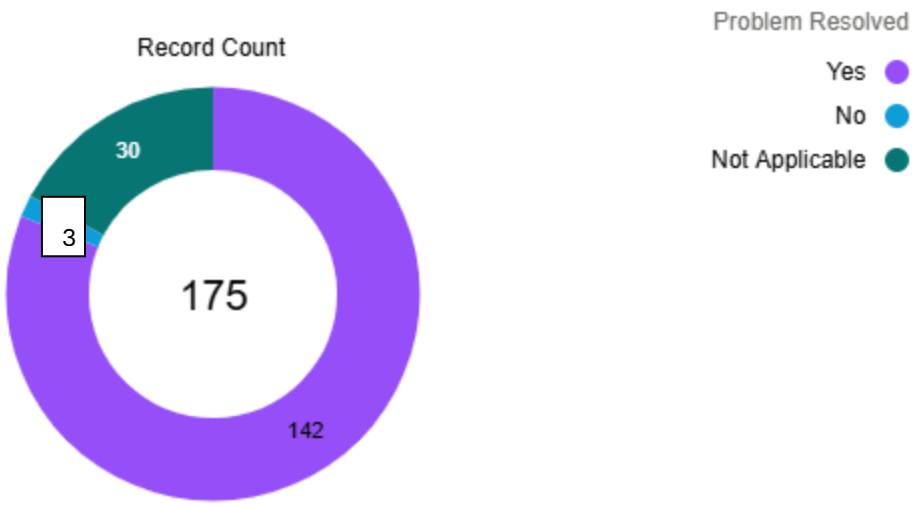


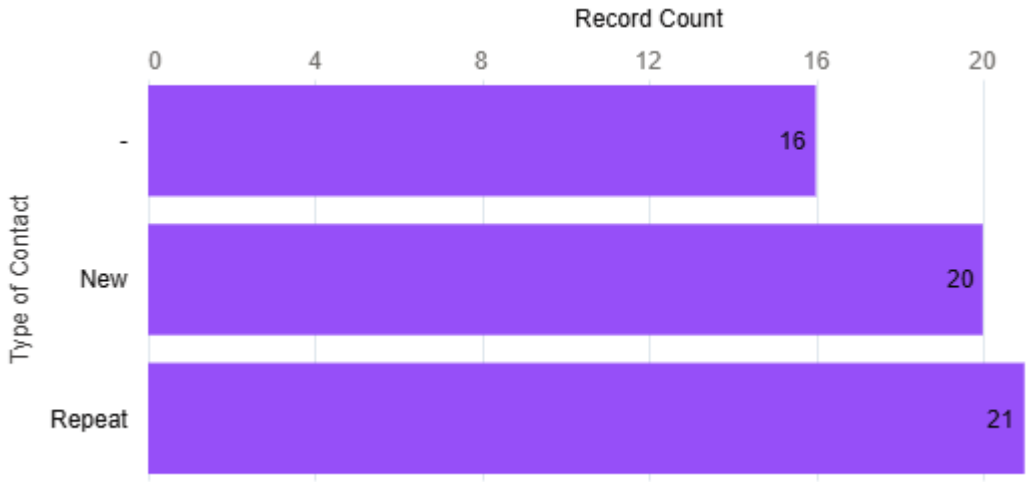
Out of 175 calls for service

- **142 calls** resulted in successful resolution meaning these calls were resolved through one or more of the following interventions:
    1. De-escalation/Conflict Resolution
    2. Linkage to supportive service
    3. Barrier removal (Food, Hygiene, Emergency Housing, Transportation)
    4. Counseling
    5. Soft case management (Follow Up Services/System Navigation)
- **30 calls** were determined not to be resolved or not applicable, due to one or more of the following reasons:
    - Clients being gone on arrival.
    - Clients decline engagement.
- **3 calls** being diverted to other agencies.
    - Cancellations in route to IHART's response.
    - Remains open for follow ups due to lack of follow through by clients

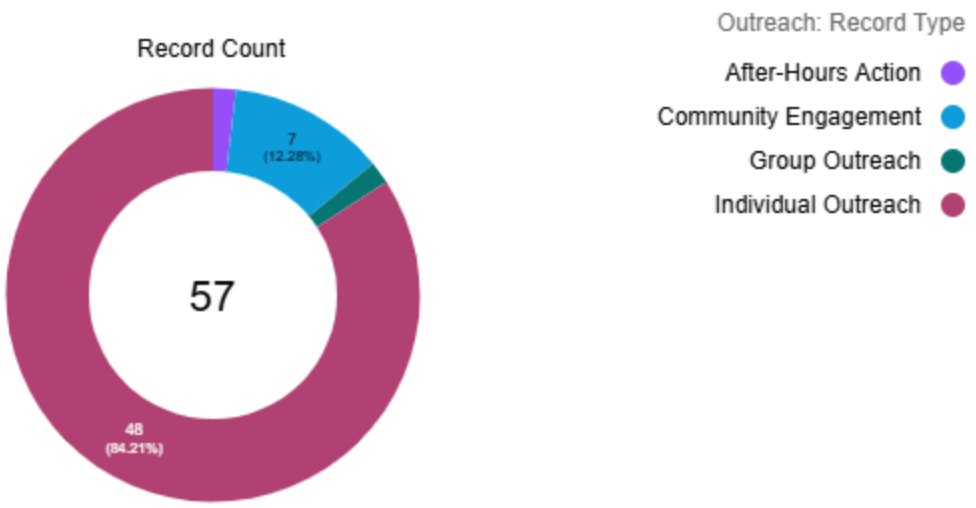
Outcomes

- Average response Time**:** 8 minutes
- EMS present**:** 15
- VPD Present**:** 12
- MH support Linkage**:** 11
- Community Service Linkage: 10
- Transportation: 14
- Medical care: 0
- Shelter/Housing Link: 12

Outreach Efforts



IHART's outreach this month included both follow-up visits with existing clients and new outreach efforts to individuals not yet connected to care. These engagements focused on breaking barriers and linking residents without case management to essential services and support.



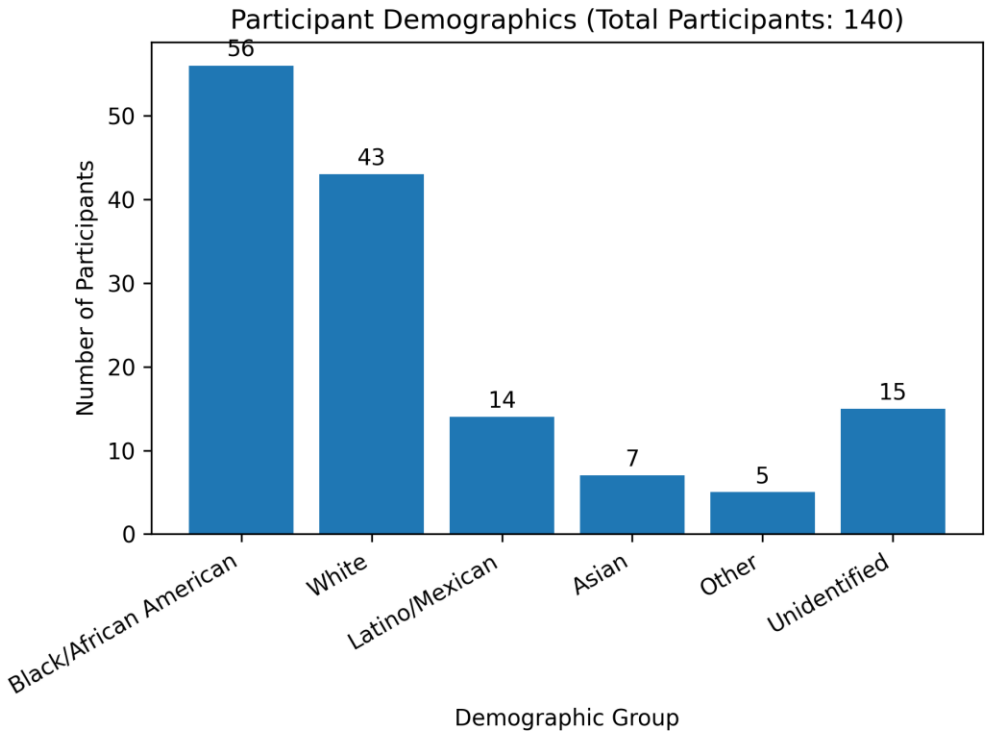
IHART's outreach extends beyond traditional case management to ensure continuous, community-centered support. Our team engages residents, businesses, and partners through multiple forms of outreach designed to build trust and connect individuals to care.

- **After-Hours Outreach:** Contact with CBOs, residents, and clients outside of IHART's standard operating hours to ensure timely support and coordination.
- **Community Engagement:** Participation in neighborhood meetings, business watch groups, and local events to strengthen community relationships and visibility.
- **Impact Team Response:** Direct visits to residents' homes following major incidents to provide immediate resources, referrals, and emotional support.
- **Individual Outreach:** One-on-one engagement with both new and returning clients to assess needs, remove barriers, and provide links to services.

These outreach activities allow IHART to meet the community where they are building consistency, safety, and accessibility across Vallejo.

Outreach Type	New	Repeat	Total	Notes
After-Hours	1	-	1	Calls after business hours
Community Engagement	7	-	7	NWM/BWM
Group Outreach	1	-	1	Post-incidents
Individual Outreach General Public	27	21	48	Direct client Contact

Unhoused Engagement



IHART Unhoused Outreach and Community Partnerships

IHART continues to demonstrate a sustained and person-centered commitment to supporting unhoused individuals throughout the City of Vallejo. Our outreach approach prioritizes dignity, consent, and trust, providing services where they are accepted and respecting individual readiness for engagement. IHART staff regularly conduct field-based outreach, offering crisis intervention, de-escalation support, referrals, and transportation assistance to individuals experiencing housing instability. A cornerstone of this work is IHART's ongoing partnership with the Vallejo Navigation Center. Through this collaboration, IHART assists Navigation Center guests with transportation to vital appointments, connection to behavioral health and substance use services, and enrollment in coordinated entry and housing waitlists. This partnership allows for warm handoffs, continuity of care, and a reduction in barriers that often prevent unhoused individuals from accessing services. Even when services are declined, IHART maintains a consistent presence, reinforcing safety, stability, and access to resources over time. This sustained engagement model has proven critical in building rapport, reducing repeated crisis contacts, and supporting long-term pathways toward housing and wellness. IHART remains committed to meeting individuals where they are, strengthening cross-agency collaboration, and expanding access to care for Vallejo's most vulnerable residents.

IHART had the privilege of donating two turkeys to the Navigation for Thanksgiving. Also, in collaboration with FROM SCRATCH WITH LOVE, IHART served over 150 meals to the unhoused population over the Thanksgiving weekend.

Future Plans

As IHART looks toward the next phase of growth, our future plans center on strengthening service effectiveness, deepening family support, and expanding access to services across the lifespan. A core priority is the phased implementation of the Assertive Community Treatment (ACT) model to enhance care coordination for individuals with complex mental health and behavioral health needs who experience frequent crises, housing instability, or barriers to traditional outpatient services. Through this model, IHART aims to provide multidisciplinary, field-based support that emphasizes continuity of care, reduced emergency system utilization, and improved long-term outcomes.

Equally critical to this expansion is IHART's commitment to supporting families and caregivers who shoulder the daily responsibility of caring for loved ones with mental and behavioral health concerns. IHART recognizes that caregivers are often under-resourced and overwhelmed yet play a vital role in stability and recovery. Future programming will focus on caregiver education, crisis planning, navigation support, and linkage to respite and community resources. By strengthening caregiver capacity, IHART seeks to reduce caregiver burnout while improving client engagement and sustainability of care in the community.

IHART will continue to build and formalize collaborations with community-based organizations, healthcare providers, schools, and service systems to ensure coordinated and non-duplicative service delivery. These partnerships allow IHART to provide warm handoffs, expand referral pathways, and respond more effectively to the diverse needs of individuals and families. Continued collaboration is essential to addressing gaps in care, especially for populations that are traditionally underserved or reluctant to engage with formal systems.

In parallel, IHART plans to expand youth-specific programming that prioritizes early intervention, prevention, and family engagement. This includes developing age-appropriate behavioral health supports, mentorship opportunities, skill-building groups, and diversion-focused programming designed to reduce justice involvement and improve long-term outcomes for youth. Family support will remain an integral component of this work, recognizing that sustainable change for youth occurs most effectively when families are supported, informed, and actively engaged in the process.

Through these combined efforts, IHART is positioning itself to deliver more comprehensive, responsive, and family-centered services. By integrating evidence-based models, strengthening caregiver support, sustaining collaborative partnerships, and expanding youth and family programming, IHART remains committed to improving community wellness, reducing crisis reliance, and promoting stability and recovery for individuals and families throughout Vallejo.

Conclusion

The outcomes presented in this report demonstrate IHART's continued value as a community-based crisis response program serving the City of Vallejo. Of the **175 calls for service**, **142 were successfully resolved** through interventions such as de-escalation, counseling, service linkage, and barrier removal. These results reflect IHART's effectiveness in addressing crises in real time while minimizing the need for emergency medical or law enforcement involvement when appropriate.

IHART's outreach efforts further extend the program's impact beyond crisis response. Through after-hours coordination, individual outreach, community engagement, and targeted post-incident follow-ups, IHART continues to build trust and maintain consistent engagement with residents across Vallejo. These efforts are especially important for individuals who are not yet connected to formal systems of care or who require repeated engagement before accepting services.

Looking ahead, IHART is focused on expanding its capacity to meet growing community needs. Planned initiatives include the implementation of the Assertive Community Treatment (ACT) model, increased support for families and caregivers, expanded youth-specific programming, and continued collaboration with community partners. These efforts align with the City's broader priorities around public safety, behavioral health access, and long-term community stability.

IHART remains committed to accountability, collaboration, and continuous improvement as it works in partnership with the City of Vallejo to support residents, reduce crisis system strain, and improve overall community well-being.

With gratitude, in service, in community. **The I.H.A.R.T Team**

Integrated Health and Resource Team

(IHART)

Monthly Report December 2025

Introduction

The Integrated Health and Response Team (IHART) serves as a critical component of the City of Vallejo's approach to addressing behavioral health crises, community safety concerns, and unmet social service needs. This report provides City Council with an overview of IHART's service activity, outcomes, and outreach efforts during the reporting period, demonstrating the program's role in delivering timely, effective, and community-based responses.

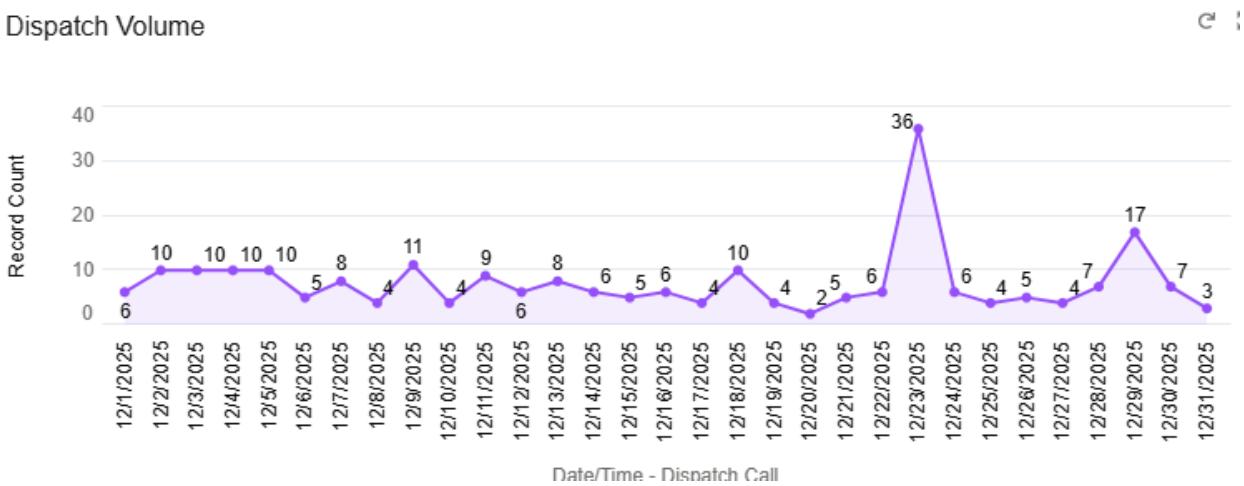
During this period, IHART responded to **238 calls for service** across the city. These calls were addressed using a person-centered approach focused on de-escalation, stabilization, and connection to appropriate services. IHART maintained an **average response time of 7.8 minutes**, reinforcing the program's ability to respond quickly and reduce reliance on traditional emergency systems when appropriate.

This report also highlights IHART's proactive outreach efforts and partnerships, including ongoing collaboration with the Vallejo Navigation Center and other community-based organizations. Together, these efforts support the City's goals of improving public safety, increasing access to behavioral health services, and promoting stability for residents experiencing crisis or housing instability.

Sincerely,

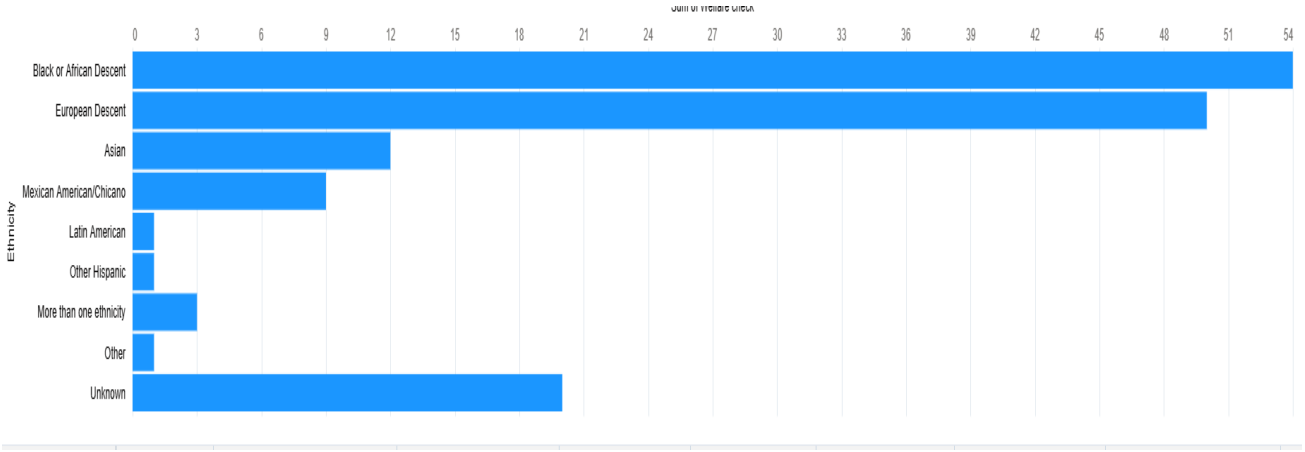
The **I.H.A.R.T.** Team

Number of Calls



Total Calls **238**

Demographics



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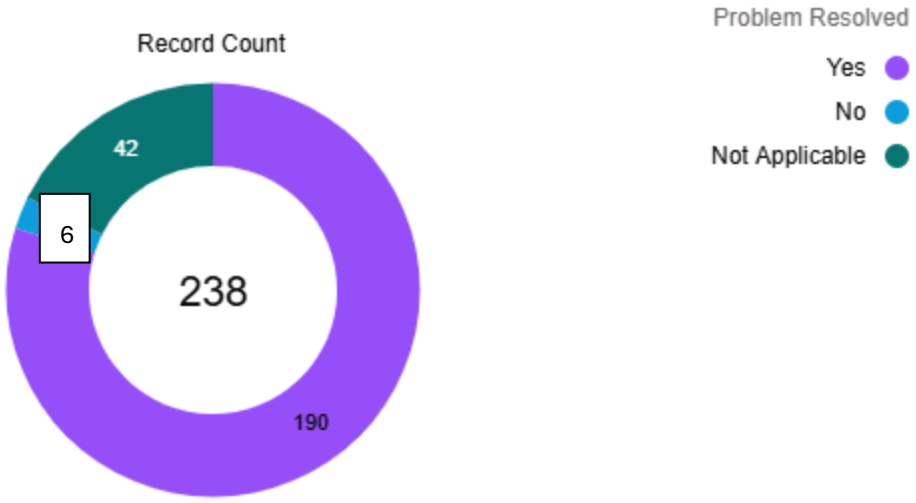


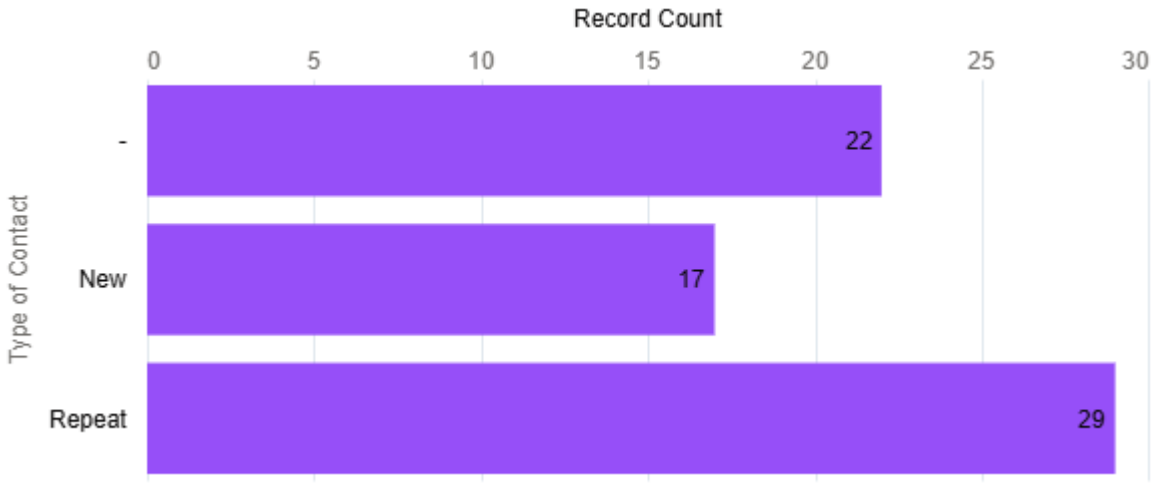
Out of 238 calls for service

- **190 calls** resulted in successful resolution meaning these calls were resolved through one or more of the following interventions:
    1. De-escalation/Conflict Resolution
    2. Linkage to supportive service
    3. Barrier removal (Food, Hygiene, Emergency Housing, Transportation)
    4. Counseling
    5. Soft case management (Follow Up Services/System Navigation)
- **42 calls** were determined not to be resolved or not applicable, due to one or more of the following reasons:
    - Clients being gone on arrival.
    - Clients decline engagement.
- **6 calls** are being diverted to other agencies.
    - Cancellations in route to IHART's response.
    - Remains open for follow ups due to lack of follow through by clients

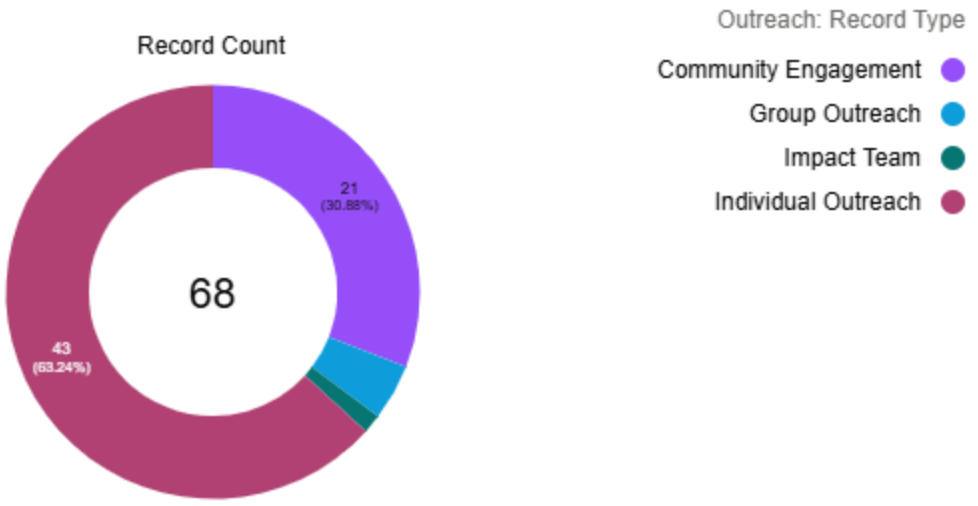
Outcomes

- Average response Time**:** 7.8 minutes
- EMS present**:** 14
- VPD Present**:** 13
- MH support Linkage**:** 9
- Community Service Linkage: 7
- Transportation: 6
- Medical care: 0
- Shelter/Housing Link: 5

Outreach Efforts



IHART's outreach this month included both follow-up visits with existing clients and new outreach efforts to individuals not yet connected to care. These engagements focused on breaking barriers and linking residents without case management to essential services and support.



IHART's outreach extends beyond traditional case management to ensure continuous, community-centered support. Our team engages residents, businesses, and partners through multiple forms of outreach designed to build trust and connect individuals to care.

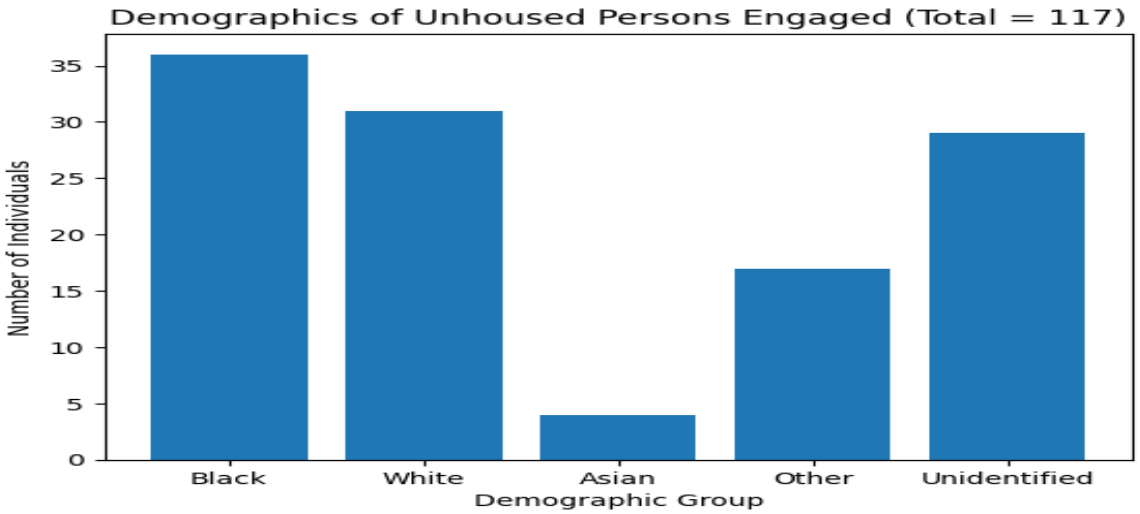
- **After-Hours Outreach:** Contact with CBOs, residents, and clients outside of IHART's standard operating hours to ensure timely support and coordination.
- **Community Engagement:** Participation in neighborhood meetings, business watch groups, and local events to strengthen community relationships and visibility.
- **Impact Team Response:** Direct visits to residents' homes following major incidents to provide immediate resources, referrals, and emotional support.
- **Individual Outreach:** One-on-one engagement with both new and returning clients to assess needs, remove barriers, and provide links to services.

These outreach activities allow IHART to meet the community where they are building consistency, safety, and accessibility across Vallejo.

Outreach Type	New	Repeat	Total	Notes
Impact Team	1	-	1	Post-incidents
Community Engagement	21	-	21	NWM/BWM
Group Outreach	3	-	3	Direct client Contact

Individual Outreach General Public	17	29	43	One-on-one engagement

Unhoused Engagements



IHART Unhoused Outreach and Community Partnerships

During the month of December, IHART continued to strengthen its role as a community-based program through active outreach and collaboration with local partners. Alongside the Vallejo Police Department (VPD), Code Enforcement, and City Council representatives, IHART attended eight (8) Community Watch meetings across all Vallejo beats, ensuring every neighborhood was covered. These meetings provided space to listen directly to community feedback, identify neighborhood concerns, and respond to resident needs.

IHART also conducted targeted outreach to the unhoused community by providing hot soup and socks to 40 individuals. We also provided tents, tarps, and socks to an additional 30 individuals, with one event being hosted at IHART and another conducted directly in community to reach individuals where they are. It was through community partnerships that made both of these events possible.

Throughout the holiday season, IHART partnered in several large-scale community efforts, including Shop with a Cop, the Solano County Fairgrounds holiday giveaway, that served over 1,000 community members, in which we fed over 300 individuals. We also participated in the Vallejo Crime and Safety Toy Giveaway, and the LDN Toy Giveaway.

In addition, IHART sponsored 15 families who receive case management services from the program and provided clothing, toys, and gift cards to more than 45 individuals.

These efforts reflect IHART's ongoing commitment to being visible, accessible, and responsive to meeting the community beyond program walls and reinforcing trust through consistent, relationship-based engagement.

Future Plans

As IHART continues to grow and evolve, our future focus remains centered on strengthening community trust, expanding service capacity, and improving long-term outcomes for the individuals and families we serve.

A primary priority moving forward is the continued development of strong relationships and strategic partnerships with local agencies, schools, healthcare providers, faith-based organizations, and community stakeholders. These partnerships enhance coordination of care, reduce service gaps, and ensure that clients receive timely, comprehensive, and culturally

responsive support.

IHART will also prioritize ongoing staff development and professional training to ensure our team remains current, skilled, and effective in crisis response, behavioral health intervention, trauma-informed care, and de-escalation practices. Regular training will support staff wellness, compliance with best practices, and consistent service quality across all shifts and response settings.

In addition, IHART will continue building and expanding youth-focused programming that emphasizes prevention, early intervention, mentorship, and life-skills development. Through initiatives such as structured group programming, school-based engagement, and family-centered supports, IHART aims to address risk factors early and strengthen protective factors for transitional-aged youth and adolescents.

Looking ahead, IHART remains committed to data-informed planning, continuous quality improvement, and sustainable growth. By strengthening partnerships, investing in staff capacity, and expanding youth services, IHART will continue to enhance its impact, responsiveness, and value to the City of Vallejo and the broader Solano County community.

Conclusion

In December, IHART responded to **238** calls for service, reflecting both increased demand and the community's growing trust in the program. At six months into the current contract and budget year, IHART continues to demonstrate its value as a consistent, community-based presence supporting residents through outreach, partnerships, and direct service that extends beyond traditional emergency response.

As needs across Vallejo continue to evolve, stable and sustained funding is essential to ensure IHART remains viable, responsive, and accessible to the community. Continued investment will allow IHART to maintain staffing, strengthen partnerships, expand outreach, and meet residents where they are before challenges escalate into emergencies.

IHART remains committed to serving the Vallejo community with compassion, collaboration, and accountability, and to building long-term solutions that promote safety, wellness, and connection.

With gratitude, in service, in community. **The I.H.A.R.T. Team**

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: Jason Ta, Chief of Police
SUBJECT: **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $120,000 OF MEASURE P FUNDING FOR FUNDING ON-GOING COMPUTER EQUIPMENT IN FISCAL YEAR 2026-2027**

RECOMMENDATION

Adopt a resolution recommending or, in the alternative, not recommending that the city council authorize $120,000 of Measure P funding for funding on-going computer equipment in Fiscal Year 2026-2027.

BACKGROUND AND DISCUSSION

The proposed budget for FY2026-2027 does not include a line item for purchasing and/or maintaining of critical computer equipment. Unfortunately, in FY2025-2026, VPD had requested $80,000 for the same reason, and we were not given the budget. The same request was made during the FY2025-2026 mid-year; however, the mid-year was not passed by the Council due the upcoming FY 2026-2027 shortfall.

This fiscal year, Microsoft required that computers be updated to Windows 11, and would no longer support Windows 10. Currently, we have Toughbooks in Police Vehicles that were installed in 2018 running on Windows 10 and cannot be upgraded to Windows 11. Furthermore, it is the City's goal to replace 20% of a department's computers annually to maintain cyber security and functionality. Additionally, this ask is critical for maintaining field operations and emergency response times.

VPD has about 253 computers; that would require a replacement approximately 51 computers each year. The current 5-year forecast for replacing computers with a 5% annual growth is as follows:

VPD Computer Replacement Cost Analys

	No. of Computers	20% Replacement	5% Annual Growth	Unit Cost	2026/2027	2027/2028	2028/2029
MDT - Toughbook	41	8	2	$6,000.00	$61,200.00	$73,200.00	$85,200.00
Desktop	161	32	8	$2,100.00	$84,420.00	$101,220.00	$118,020.00
Laptop	51	10	3	$1,800.00	$23,760.00	$29,160.00	$34,560.00
Totals	253	50.6	13		$169,380.00	$203,580.00	$237,780.00

The Police Department relies on computers installed in virtually every aspect of field operations. There is a

current generation of computers that have reached the end of its recommended service life. As software demands and security requirements have increased, these older devices are no longer providing the level of performance needed to run multiple resource-intensive applications at once. If the funding is not provided, the replacement costs will increase year over year.

In the hardware budget, there is $49,000 saved from previous years. So for FY26/27, using the savings amount, VPD is requesting additional funding of $120,000 to supplement the FY26/27 proposed budget.

FISCAL IMPACT

The City will use Measure P funds to purchase computers and laptops for FY26/27.

ATTACHMENTS

1.	MPOC Resolution_VPD_Computer Replacement_A CAO Stamp
2.	MPOC Resolution_VPD_Computer Replacement_B CAO Stamp
3.	MPOC Project Justification Request_VPD_Computer Replacement

CONTACT

Jason Ta, Chief of Police
jason.ta@cityofvallejo.net

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $120,000 OF MEASURE P FUNDING FOR ON-GOING COMPUTER EQUIPMENT IN FISCAL YEAR 2026-2027

WHEREAS, The current generation of computers have reached the end of its recommended service life;

WHEREAS, The five-year projections for replacement and maintenance is:

- 2026/2027 $169,380
- 2027/2028 $2023,580
- 2028/2029 $237,780
- 2029/2030 $271,980
- 2030/2031 $306,180;

WHEREAS, As software demands and security requirements have increased, these older devices no longer provide the level of performance needed to run multiple resource intensive applications at once;

NOW, THEREFORE BE IT RESOLVED the Measure P Oversight Committee, after consideration of staff's report and presentation, recommends that the City Council allocate Measure P funds for funding the replacement and maintenance of computer equipment in Fiscal Year 2026/2027.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VALLEJO at a regular meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

JACKIE JONES, CHAIR

FLORITA CRUZ, SECRETARY

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $120,000 OF MEASURE P FUNDING FOR ON-GOING COMPUTER EQUIPMENT IN FISCAL YEAR 2026-2027

WHEREAS, The current generation of computers have reached the end of its recommended service life;

WHEREAS, The five-year projections for replacement and maintenance is:

- 2026/2027 $169,380
- 2027/2028 $2023,580
- 2028/2029 $237,780
- 2029/2030 $271,980
- 2030/2031 $306,180;

WHEREAS, As software demands and security requirements have increased, these older devices no longer provide the level of performance needed to run multiple resource intensive applications at once;

NOW, THEREFORE BE IT RESOLVED the Measure P Oversight Committee, after consideration of staff's report and presentation, does not recommend that the City Council allocate Measure P funds for funding the replacement and maintenance of computer equipment in Fiscal Year 2026/2027.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VALLEJO at a regular meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

JACKIE JONES, CHAIR

FLORITA CRUZ, SECRETARY

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $120,000 OF MEASURE P FUNDING FOR FUNDING ON-GOING COMPUTER EQUIPMENT IN FISCAL YEAR 2026-2027

1. Project Urgency & Justification

Urgency: There are current generation of computers that have reached the end of its recommended service life. As software demands and security requirements have increased, these older devices are no longer providing the level of performance needed to run multiple resource intensive applications at once. If the funding is not provided, the replacement costs will increase year over year..

2. Project Timeline

Start Date: July 2026
End Date: June 2027

3. Financial Overview

Total Cost: The expected total cost is $169,380. Only $120,000 is requested from MPOC.
End of Useful Life (for equipment): Five years.

4. Procurement Method

Existing Contract or New RFP?: Existing contracts with vendors.

5. Funding Sources

Alternate Funding Sources Identified: General Fund (current budget shortfall)
Conditions or Restrictions of Alternate Funding: Due to the budget shortfall, Measure P was selected to supplement the budget.

6. Budgetary Alignment

Included in Current Annual Budget: There is a savings account with $49,000 available.

7. Implementation Details

Location (Where): Vallejo Police Department
Implemented By: IT Department.
Vetted by Local Expert: N/A

8. Community Impact

Who Benefits: Updated computers help the staff so that they are not working with unsupported operating systems.
[Describe the groups or individuals who will benefit from the project]
Estimated Number of People Impacted: 253
[Approximate number]
Demographic Impacted: All applicable crime victims and those impacted by crime.
[seniors, youth, low-income households, etc.]
Related Council Requests: N/A.
[List any councilmembers who have raised this issue or submitted a request]

Relevant Commissions Involved: N/A
[Planning, Public Safety, Economic Dev. etc.]

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: Jason Ta, Chief of Police
SUBJECT: **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $120,000 OF MEASURE P FUNDING FOR FUNDING PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES IN FISCAL YEAR 2026-2027**

RECOMMENDATION

Adopt as resolution recommending or, in the alternative, not recommending that the City Council authorize $120,000 of Measure P funding for pre-employment background investigation services in FY 2026-2027.

BACKGROUND AND DISCUSSION

In May 2024, the City issued a Request for Proposal (RFP) for pre-employment background investigation services and included the additional scope of administrative investigations and consulting and training services. Representatives from the Police Department conducted a thorough review of all proposals and held interviews rating each response based on cost, experience, knowledge of public safety, firm background and references, and delivery of timely service. The RFP resulted in selecting three qualified background investigative firms.

It is imperative new employees are not only qualified to perform their job function, but that they also demonstrate a personal and professional history that is consistent with the Mission, Vision, and Values of the Vallejo Police Department. All Vallejo Police Department employees, sworn and professional (non-sworn), must go through an extensive pre-employment background investigation. A Peace Officer Standards and Training (POST) pre-employment background investigation includes the following:

- Verification that the candidate meets job requirements of POST
- Initial interview with candidate
- Age requirement verification
- Employment eligibility through statutes and federal laws
- Criminal records check
- Education verification
- Employment history verification and interviews
- Relatives check
- References check
- Marriage license check
- Social Security number verification
- Driver’s license verification
- Neighborhood check
- Military record check / Selective Service
- Credit reports and verification

Due to the high vacancy rates, VPD is focused highly on recruiting, which results in a high number of

background checks,. When applicants apply, only 20% are considered. During the background check, only 5% of the 100 applicants are able to pass the background check. Because of the low passing rate, VPD goes through quite a lot of background checks. For example, in FY25/26, the adopted budget for background services was $48,616. During the fiscal year, an additional $120,000 was added through salary savings to pay for the requested services.

For FY26/27, the proposed budget is $50,000, which is similar to the current budget. With the anticipation of continued hiring for public safety positions, VPD is requesting additional funding of $120,000 to supplement the FY26/27 proposed budget.

FISCAL IMPACT

The City will use Measure P funds in the amount of $120,000 to supplement the background services in FY26/27 General Fund Proposed Budget..

ATTACHMENTS

1.	MPOC Resolution_VPD_Background Services_A CAO Stamp
2.	MPOC Resolution_VPD_Background Services_B CAO Stamp
3.	MPOC Project Justification Request_VPD_Background Services

CONTACT

Jason Ta, Chief of Police
jason.ta@cityofvallejo.net

Approved as to form:

By: _____ for _____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $120,000 OF MEASURE P FUNDING FOR THE PRE-EMPLYEMENT BACKGROUND INVESTIGATION SERVICES IN FISCAL YEAR 2026/2027

WHEREAS, Pre-employment background investigation services provide the Vallejo Police Department background information of hiring applicants, such as

- Verification that the candidate meets job requirements of POST
- Initial interview with candidate
- Age requirement verification
- Employment eligibility through statutes and federal laws
- Criminal records check
- Education verification
- Employment history verification and interviews
- Relatives check
- References check
- Marriage license check
- Social Security number verification
- Driver's license verification
- Neighborhood check
- Military record check / Selective Service
- Credit reports and verification

NOW, THEREFORE BE IT RESOLVED the Measure P Oversight Committee, after consideration of staff's report and presentation, recommends that the City Council allocate Measure P funds for funding of the pre-emplyement background investigation services in Fiscal Year 2026/2027.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VALLEJO at a regular meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

JACKIE JONES, CHAIR

_____

FLORITA CRUZ, SECRETARY

Approved as to form:

By: _____ for _____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE DOES NOT RECOMMEND THAT THE CITY COUNCIL AUTHORIZE $120,000 OF MEASURE P FUNDING FOR THE PRE-EMPLYEMENT BACKGROUND INVESTIGATION SERVICES IN FISCAL YEAR 2026/2027

WHEREAS, Pre-employment background investigation services provide the Vallejo Police Department background information of hiring applicants, such as

- Verification that the candidate meets job requirements of POST
- Initial interview with candidate
- Age requirement verification
- Employment eligibility through statutes and federal laws
- Criminal records check
- Education verification
- Employment history verification and interviews
- Relatives check
- References check
- Marriage license check
- Social Security number verification
- Driver's license verification
- Neighborhood check
- Military record check / Selective Service
- Credit reports and verification

NOW, THEREFORE BE IT RESOLVED the Measure P Oversight Committee, after consideration of staff's report and presentation, does not recommend that the City Council allocate Measure P funds for funding of the pre-emplyement background investigation services in Fiscal Year 2026/2027.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VALLEJO at a regular meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

JACKIE JONES, CHAIR

_____

FLORITA CRUZ, SECRETARY

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $120,000 OF MEASURE P FUNDING FOR FUNDING PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES IN FISCAL YEAR 2026-2027

1. Project Urgency & Justification

Urgency: Due to the high vacancy rates, VPD is focused highly on recruiting, which results in a high number of background checks.

2. Project Timeline

Start Date: July 2026
End Date: June 2027

3. Financial Overview

Total Cost: The expected total cost is $170,000. Only $120,000 is requested from MPOC.
End of Useful Life (for equipment): N/A

4. Procurement Method

Existing Contract or New RFP?: Existing contracts with vendors.

5. Funding Sources

Alternate Funding Sources Identified: General Fund (current budget shortfall)
Conditions or Restrictions of Alternate Funding: Due to the budget shortfall, Measure P was selected to supplement the budget.

6. Budgetary Alignment

Included in Current Annual Budget: Yes. $50,000

7. Implementation Details

Location (Where): N/A
Implemented By: N/A
Vetted by Local Expert: Vendors were selected through an RFP in May 2024.

8. Community Impact

Who Benefits: Background checks helps the VPD and the City to find qualified staff, which eventual benefits all Vallejoans.
[Describe the groups or individuals who will benefit from the project]
Estimated Number of People Impacted: The citizens of the City of Vallejo.
[Approximate number]
Demographic Impacted: All applicable crime victims and those impacted by crime.
[seniors, youth, low-income households, etc.]
Related Council Requests: N/A.
[List any councilmembers who have raised this issue or submitted a request]
Relevant Commissions Involved: N/A

[Planning, Public Safety, Economic Dev. etc.]

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: Nalungo Conley, Assistant City Manager
SUBJECT: **ADOPT A RESOLUTION RECOMMENDING, OR IN THE ALTERNATIVE, NOT RECOMMENDING, THAT THE CITY COUNCIL AUTHORIZE $400,000 OF MEASURE P FUNDING FOR HOMELESSNESS COSTS IN FY26-27**

RECOMMENDATION

Adopt a resolution recommending, or in the alternative, not recommending that City Council Authorize $400,000 of Measure P Funding for homelessness costs in FY26-27

BACKGROUND AND DISCUSSION

The Vallejo City Council has established Homelessness/Housing as a priority area for the City of Vallejo and the Measure P Funding has allocated addressing homelessness as an eligible source for Measure P Funds. Staff are recommending to support the City's efforts in addressing homelessness/housing by using Measure P funds up to $400,000 to support the CAP Solano JPA Coordinated Entry System MOU, CAP Solano JPA Staffing MOU, Winter Warming Centers for November 2026 through March 2027, homelessness related system licenses, and encampment related clean-up staff and supplies costs.

CAP Solano JPA Coordinated Entry System MOU

The City of Vallejo is a member of Community Action Partnership Solano Joint Powers Authority (CAP Solano JPA), which is the Administrative Entity for the Continuum of Care (CoC) and as such is required by the Department of Housing and Urban Development (HUD) to operate a Coordinated Entry System (CES). The CES is a process developed to ensure that all people experiencing homelessness have fair and equal access to available housing and are quickly identified, assessed for, referred too, and connected to housing and assistance based on their strengths and needs. The CES operator is selected through a Request for Proposal process (RFP).

HUD provides limited funding for the CES, but does not cover the full cost of the mandated services. Since 2019 Benicia, Fairfield, Rio Vista, Suisun, Vacaville and Vallejo and the County have agreed to provide funding to supplement federal funding for the annual cost of the agreement with the operator. The most recent funding agreement with the jurisdictions expired on May 31, 2025. This item brings forward a new MOU to continue to fund the CES at the same rate as previously funded.

The attached Memorandum of Understanding (MOU) has been approved by Solano County and five of the other cities within Solano County. The CES MOU will be going before City Council for review and potential approval at an upcoming City Council meeting. Assuming City Council approves the MOU, staff are proposing to pay for Year 1 costs of the agreement ($82,777.00) with Measure P Funds.

CAP Solano JPA Staffing MOU

On July 24, 2024 the Vallejo City Council adopted a resolution approving a Memorandum of Understanding between Community Action Partnership of Solano Joint Powers Authority; Solano County; and the Cities of Benicia, Fairfield, Rio Vista, Suisun, Vacaville, and Vallejo for cost sharing administrative expenses. This was

a five-year MOU for shared staffing costs for the administration of CAP Solano JPA (MOU attached).

To fund the administrative operations costs, each participating jurisdiction will be responsible for funding the CAP Solano JPA. After discussion and consideration of various funding formulas, the Board of Directors chose a population-based funding formula. The formula works as follows:

- First, any grant funds that provide administrative funds are used to cover administrative costs; and
- Then, the County of Solano pays 25% of the total remaining administrative costs; and
- Finally, each participating jurisdiction pays based on their population as a percentage of the total County population.

The goal of the JPA is to self-fund through successful grant funding. As more grant funds are obtained through successful coordination at the JPA, the less funding should be required from the JPA member agencies.

The City of Vallejo's estimated costs for participation in the CAP Solano JPA, for the first 4 years is outlined in the following table:

	FY 24-25	FY 25-26	FY 26-27	FY 27-28	4-Year Totals
Vallejo	$82,764.97	$100,753.98	$121,193.62	$147,114.33	$451,826.89

Winter Warming Centers (November 2026 - March 2027)
For Winter 2025 – 2026 the City of Vallejo entered into an agreement with Five Keys Schools and Programs (Five Keys) to expand their services to operate a winter warming center out of the Vallejo Homeless Navigation Center. Staff are recommending entering into a similar agreement for Winter 2026-2027 to include operating the warming center from November 2026 through March 2027. The estimated costs to operate a outlined below based off of costs associated with the 2025-2026 operations.

Activity	Cost
2 Ambassadors – 8 hours/day – 151 days ($24)	$28,992.00
Fringe Benefits (38%)	$11,016.96
Start-Up costs (linens, mats, tent for nightly storage, etc.)	$5,000.00
Janitorial Supplies	$10,000
Guest Supplies	$10,000
Subtotal	$65,008.96
Indirect Fee (15%)	$9,751.35
10% contingency	$7,476.04
Total:	$82,236.35

In addition to the operations provided by Five Keys the City had previously partnered SolTrans to provide rides to and from the Warming Center. The City would look to extend this service into FY26-27. It would be an estimated cost of $12,080. This breaks down to an estimated 20 rides per night, at $4 per rider, for 151 nights (November 2026 – March 2027).

Licenses, Staff & Supply Costs
Staff is recommending that the remainder of the $400,000 be allocated towards necessary homelessness related licenses (Homeless Management Information Center user licenses and others), staff costs and supplies needed to support encampment clean-ups. Staff costs could include time for the public works staff,

police officers, and city manager's office staff that conduct encampment clean-ups. Supplies would include, but are not limited to PPE and signage indicating locations that have previously been cleared.

FISCAL IMPACT

$400,000 of Measure P funding would be allocated to homelessness related costs in FY26-27.

Activity	Cost
CAP Solano JPA CES MOU	$82,777.00
CAP Solnoa JPA Staffing MOU	$121,193.62
Winter Warming Centers	$94,316.00
Licenses, Staff Costs & Supplies	$101,713.03
Total:	$400,000.00

ATTACHMENTS

1.	MPOC Resolution_CMO_Homeless Costs CAO Stamp
2.	MPOC Project Justification Request_CMO_Homeless Costs
3.	10.G 9.8.25 DRAFT PROPOSED CITIES and COUNTY CE MOU
4.	10.G CAP Solano JPA Staffing MOU JPA approved 3-28-24 Dixon Strikethrough

CONTACT

Nalungo Conley, Assistant City Manager (707) 648-4301
nalungo.conley@cityofvallejo.net

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $400,000 FOR HOMELESSNESS COSTS IN FISCAL YEAR 2026 - 2027

WHEREAS, the Vallejo City Council has established Homelessness/Housing as a priority area for the City of Vallejo; and

WHEREAS, the City of Vallejo is a member of the Community Action Partnership Solano Joint Powers Authority (CAP Solano JPA); and

WHEREAS, CAP Solano JPA is the Administrative Entity for the Continuum of Care and as such is required by the Department of Housing and Urban Development to operate a Coordinated Entry System; and

WHEREAS, the City of Vallejo entered into an agreement for administrative cost sharing for shared staffing costs for administration of CAP Solano JPA; and

WHEREAS, the City of Vallejo would like to continue to offer Winter Warming Center services to the unhoused community from November 2026 – March 2027; and

WHEREAS, the City of Vallejo continues to address encampment clean-ups throughout the City and has associated staff and supply costs; and

WHEREAS, the anticipated cost breakdowns for the programs is a follows:

Activity	Cost
CAP Solano JPA CES MOU	$82,777.00
CAP Solano JPA Staffing MOU	$121,193.62
Winter Warming Centers	$94,316.00

Licenses, Staff Costs & Supplies	$101,713.03
Total:	$400,000.00

and;

WHEREAS, due to the significant General Fund shortfall projected for FY 2026-27, and because the units listed above meet the City Council Measure P spending criteria, Measure P is being requested to fund the purchase and outfitting of these units.

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby recommends/not recommends to the City Council that it allocate up to $400,000 of Measure P funds In Fiscal Year 2026-27 Homelessness Costs.

Adopted by the Measure P Oversight Committee at a regular meeting held on April 30, 2026, with the following vote:
AYES:

NOES:

ABSENT:

ABSTAIN:

_____
JACKIE JONES, CHAIR

ATTEST:

_____
FLORITA CRUZ, STAFF SECRETARY

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT A RESOLUTION RECOMMENDING, OR IN THE ALTERNATIVE, NOT RECOMMENDING, THAT THE CITY COUNCIL AUTHORIZE $400,000 OF MEASURE P FUNDING FOR HOMELESSNESS COSTS IN FY26-27

1. Project Urgency & Justification

The City of Vallejo has addressing homeless/housing as a multi-year priority area for the City. By funding these initiatives it will continue the City's commitment to the Community Action Partnership Solano Joint Powers Authority and the Housing First Solano Continuum of Care, which provides unhoused resources and support in Solano County, allow for the operation of the Winter Warming Centers in FY26-27 and provide funding for costs associated with encampment clean-up related activities.

Start Date: FY 26/26
End Date: FY26/27

2. Financial Overview

Total Cost: $400,000
End of Useful Life: FY26-27

3. Procurement Method

Existing Contract or New RFP?: Existing contract, new contract – with City Council approval, and contract amendment for the Winter Warming Centers

4. Funding Sources

Alternate Funding Sources Identified: None at this time
Conditions or Restrictions of Alternate Funding:

5. Budgetary Alignment

Included in Current Annual Budget: No funds included in current annual budget

6. Implementation Details

Location (Where): Contracts with CAP Solano JPA; Vallejo Navigation Center
Implemented By: CAP Solano JPA; Five Keys Schools and Programs
Vetted by Local Expert: After competitive RFP

7. Community Impact

Who Benefits: Unhoused population in Vallejo & Vallejo Residents
Estimated Number of People Impacted: 600+
Demographic Impacted: Unhoused population
Related Council Requests:

Relevant Commissions Involved: Human Relations Commission, Housing and Community Development Commission

COMMUNITY ACTION PARTNERSHIP
SOLANO
JOINT POWERS AUTHORITY
675 Texas Street Fairfield, CA 94533 – www.capsolanojpa.org

A MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNITY ACTION PARTNERSHIP SOLANO, JOINT POWERS AUTHORITY; SOLANO COUNTY; AND THE CITIES OF BENICIA, FAIRFIELD, RIO VISTA, SUISUN CITY, VACAVILLE, AND VALLEJO REGARDING THE HOUSING FIRST SOLANO CONTINUUM OF CARE COORDINATED ENTRY SYSTEM

This Memorandum of Understanding, hereinafter referred to as "MOU," is made effective December 1, 2025 by and between the Community Action Partnership Solano, Joint Powers Authority, hereinafter referred to as the "JPA"; Solano County, hereinafter referred to as the "County"; and the Cities of Benicia, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo, hereinafter referred to as the "Cities"; individually, a "Party"; and collectively, the "Parties."

RECITALS

WHEREAS, the JPA is charged with providing oversight and coordination of homeless and safety net services to the residents of the County and Cities; serving as the conduit for safety net funding support; administering such funds and making grants available to other non-profit entities that provide services to people experiencing homelessness; and undertaking such other programs as its Board of Directors may authorize, including such duties and tasks required to receive and distribute federal, state, local, and other funding to support the JPA's mission; and

WHEREAS, the Continuum of Care that coordinates the provision of housing and supportive services addressing homelessness in the County and Cities is known as the Housing First Solano Continuum of Care, hereinafter referred to as the "CoC"; and

WHEREAS, in March 2017, the JPA released "Neighbors Helping Neighbors: Forward Together," a regional strategic plan to respond to homelessness inSolano County as amended from time to time, hereinafter referred to as the "Regional Strategic Plan."; and

WHEREAS, Coordinated Entry provides a standardized approach to comprehensively assess the housing and service needs of homeless individuals and families and refer them to appropriate available resources that are needed to end their homelessness; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires recipients of Continuum of Care and Emergency Solutions Grants (ESG) Program

funding to use a coordinated assessment system, under the authority of theContinuum of Care Program Interim Rule, 24 CFR § 578; the Emergency Solution Grant Program Interim Rule, 24 CFR § 576; and HUD Notice CPD-17-01; and

WHEREAS, the State of California Department of Housing and Community Development requires recipients of Homeless Housing, Assistance and Prevention Program funding to use a coordinated entry system under the authority of Welfare and Institutions Code 8256(iii)(IV); and

WHEREAS, Coordinated Entry connects the community's network of homeless services and housing resources while streamlining, standardizing, and coordinatingthe current homeless intake, assessment, and referral process; and

WHEREAS, homeless individuals and families, especially highly vulnerable individuals and families who are homeless, are Coordinated Entry's principal users;and

WHEREAS, the Parties have agreed that an effective Coordinated Entry process is a critical component to improving system navigation as recommended by the Regional Strategic Plan; and

WHEREAS, the Coordinated Entry System is governed by Housing First Solano's Coordinated Entry System Policies and Procedures; and

WHEREAS, the JPA operates Coordinated Entry through a subrecipientCoordinated Entry System Operator pursuant to a separate Subrecipient Agreement, hereinafter known as the "Subrecipient Agreement"; and

WHEREAS, the Parties recognize that additional resources are needed to enable Coordinated Entry to operate an effective and efficient system to address homelessness and implement best practice solutions to leverage the existing housing stock to increase housing opportunities.

NOW, THEREFORE, the Parties agree as follows:

I. The County and Cities agree to provide funds to the JPA over the course of three years from the effective date for Coordinated Entry services provided throughout Solano County as set forth in Exhibit B (Budget).

1. The County and Cities shall transmit annual payments to the JPA for the deliverables specified in Exhibits A and B.

2. This Memorandum of Understanding may be amended upon written agreement signed by all the Parties.

II. Program performance of the JPA

The JPA shall use funding received pursuant to this MOU to deliver the services described in Exhibit A (Scope of Work) to homeless individuals and families from the County and Cities pursuant to the terms of this MOU.

III. Fiscal responsibilities of the JPA

The JPA agrees to:

1. Monitor the activities listed in Exhibits A (Scope of Work), B (Budget), and C (Performance Objectives), and the terms of this MOU.

2. Adhere to its written JPA Continuum of Care Policies and Procedures for financial management.

3. Be liable for repayment of costs incurred for activities not consistent with Exhibits A-C. The JPA shall be afforded the opportunity to respond to any adverse findings regarding such costs before being heldsubject to repayment.

IV. Records, reports, and audits of the JPA

1. <u>Governance</u>.

   a. The JPA shall have available and provide to County and/orCities upon request:

      i. A copy of current JPA Bylaws.

      ii. The current roster of the JPA membership.

      iii. A copy of the adopted JPA Continuum of Care Policies and Procedures Manual, inclusive of its Conflicts of Interest Policy and

its Financial Management policiesand procedures.

b. The JPA shall notify the Parties if it makes any changes to its interpretation of its compliance obligations under the Ralph M.Brown Act, as specified in the JPA Bylaws, on an annual basis.

2. Establishment and maintenance of records. The JPA shall maintain records sufficient to reflect properly all matters covered by the enclosed Exhibits A-C.

3. Preservation of records. The JPA shall preserve and make availableits records in accordance with its Bylaws.

4. Examination of records and/or facilities. At any time during normal business hours, and as often as may be deemed necessary, the JPA agrees that the County and/or any City, and/or any duly authorized representatives for those Parties, shall, for a period of five years following the expiration of this MOU, have access to and the right to examine its offices and facilities engaged in performance of this MOU,and audit records and data with respect to matters covered by this MOU; excepting those falling within the attorney-client and attorney-work-product privileges. The County and/or Cities shall provide the JPA with reasonable notice of any such examination.

5. County and City monitoring reviews. The County and/or Cities may conduct monitoring reviews. Such reviews may cover program compliance, as well as fiscal matters. The County and/or Cities shall provide the JPA with reasonable notice that a review will be conducted. The JPA will be afforded a reasonable period of time to respond toany monitoring findings. Cost of such reviews will be borne by the Party(ies) requesting the review. The County and/or Cities may withhold payment and/or terminate this MOU if the JPA fails to respond to or correct finding(s) within a reasonable period of time.

6. Performance reports. Throughout the MOU term, the JPA shall share performance reports prepared pursuant to the oversight of Subrecipient by the JPA.

V. Coordination of program

1. JPA. The Executive Director of the JPA, or his/her designee, shall have overall responsibility for the progress and execution of thisMOU.

2. The County. The County Administrator, or his/her designee, shall serve as the point of contact for the County with respect to this MOU.

3. The Cities. The City Managers, or their designees, shall serve as thepoint of contact with respect to this MOU.

4. Notices. All notices or other correspondence required or contemplatedby this MOU shall be sent to the Parties at the following addresses:

JPA:	CAP Solano JPA Attn: DeShawn Waters, Executive Director 675 Texas Street Fairfield, CA 94533
County:	Ian Goldberg County Administrator Solano County 675 Texas Street, Suite 6500 Fairfield, CA 94533
City of Benicia:	Mario Giuliani City Manager City of Benicia 250 East L Street Benicia, CA 94510
City of Fairfield:	David Gassaway City Manager City of Fairfield 1000 Webster Street Fairfield, CA 94533
City of Rio Vista:	Kristina Miller City Manager City of Rio Vista One Main Street Rio Vista, CA 94571
City of Suisun City:	Bret Prebula City Manager City of Suisun City 701 Civic Center Boulevard Suisun City, CA 94585
City of Vacaville:	Savita Chaudhary City Manager City of Vacaville 650 Merchant Street Vacaville, CA 95688

City of Vallejo: Andrew Murray
City Manager
City of Vallejo
555 Santa Clara Street
Vallejo CA 94590

VI. Compliance with law

The JPA shall become familiar and comply with and cause all its employees and contractors, if any, to become familiar and comply with all applicable Federal, State, and local laws, ordinances, codes, regulations, and decrees. Failure of the JPA to, in any manner, observe and adhere to laws as described herein or as amended, shall in no way relieve the JPA of its responsibility to adhere to same, and the JPA herein acknowledges this responsibility.

VII. Indemnification/insurance

The JPA shall indemnify, defend (with independent counsel jointly approved by the County and Cities), and hold harmless the County and Cities and their officers, officials, directors, employees, agents, volunteers, and affiliates from any and all claims, demands, causes of actions, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with the JPA's operations, or any subcontractor's operations, to be performed pursuant to this MOU or the current Subrecipient Agreement between the JPA and its Coordinated Entry System Operator, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the County and/or any of the Cities.

Per its Subrecipient Agreement with the JPA, the Coordinated Entry System Operator shall procure and maintain for the duration of its Subrecipient Agreement with the JPA insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under its Subrecipient Agreement and the results of that work by the Coordinated Entry System Operator, its agents, representatives, employees, or subcontractors. The County and Cities and their officers, officials, employees, agents and volunteers are to be covered by the Coordinated Entry System Operator as additional insureds against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under its Subrecipient Agreement and the results of that work

by the Coordinated Entry System Operator, its agents, representatives, employees, or subcontractors.

The provisions of this Section shall survive the expiration or termination of this MOU and are not limited by any provisions relating to insurance in the current Subrecipient Agreement between the JPA and its Coordinated Entry System Operator.

The JPA agrees to enforce all the insurance requirements set forth in the Terms and Conditions exhibit to the current Subrecipient Agreement between the JPA and its Coordinated Entry System Operator.

VIII. Noncompliance with Scope of Work, Budget, and PerformanceObjectives

1. The JPA shall be afforded the opportunity to respond to any information that suggests a failure or deficiency by the JPA to complywith any provision of this MOU. Examples of noncompliance include:

    a. If the JPA (with or without knowledge) makes any material misrepresentation of any nature with respect to any information or data furnished to the Parties in connection withthis MOU.

    b. If there is pending litigation with respect to the performance bythe JPA of any of its duties or obligations under this MOU which may materially jeopardize or adversely affect the undertaking of or the carrying out of its program.

    c. If the JPA is in default under the provisions of this MOU.

    d. If the JPA makes improper use of funds.

    e. If the JPA fails to comply with any of the terms and conditionsof this MOU in such a manner as to constitute a material breach thereof.

    f. The JPA refuses to accept any additional conditions that maybe imposed by the County and/or any City as a result of changes required by law or by the Federal government.

    g. If the JPA fails to accomplish the scope of services listed inExhibits A-C and pursuant to the terms of this MOU in a timely manner.

2. Should the JPA be unable to resolve concerns by a Party about a perceived failure to comply with Exhibits A-C under this MOU withina reasonable period of time, that Party shall have the right to withdraw from this MOU, receive reimbursement for services not yet rendered, and/or require corrective action to enforce compliance with such provision.

IX. Suspension or Termination

1. Suspension or termination for cause. This MOU may be suspended or terminated at any time before the date of completion by the JPA or pursuant to a unanimous agreement among the County and Cities if:

   a. Any party fails to comply with the conditions of this MOU as described above; or

   b. The Housing First Solano CoC chooses an entity other than the JPA to operate the Coordinated Entry System; or

   c. The JPA is not able to secure the resources to perform one or more of the duties described in Exhibit A: Scope of Work; or

   d. The JPA no longer has adequate resources to operate the Coordinated Entry System; and

   e. The offending Party or Parties is/are afforded a reasonable opportunity to respond to any such concerns, and the offending Party or Parties fail(s) to resolve any such concerns.

2. Upon suspension or termination, the JPA shall:

   a. Not incur new obligations and shall cancel as many outstanding obligations as possible.

   b. Be paid only for services rendered to the County and each City to the date of such suspension or termination; provided, however, if the MOU is suspended or terminated for fault of the JPA, the County and each City shall be obligated to compensate the JPA only for that portion of the JPA's services which were of benefit to the County and each City.

X. Rights and remedies not waived

In no event shall payment by the County or any City or acceptance of payment by the JPA hereunder constitute or be construed to be a waiver by any Party of any breach of covenants or conditions of this MOU or any default which may then exist on the part of any Party, and the making of any such payment while any such breach or default shall exist, shall in noway impair or prejudice any right or remedy available to any Party with respect to such breach or default.

XI. Integrated document

No verbal agreements or conversations with any officer, agent or employee of the County and/or Cities prior to execution of this MOU shallaffect or modify any of the terms or obligations contained in any documents comprising this MOU. Any such verbal agreement shall be considered as unofficial information and in no way binding upon the Parties.

XII. Severability

In case any one or more of the provisions contained herein shall, for anyreason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

XIII. Term of MOU

The Term of this MOU is for three years from December 1, 2025 – December 31, 2028.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this MOU in duplicate on the day and year set below each of the parties.

For the JPA:	For Solano County, a municipal corporation:
SIGNATURE	SIGNATURE
PRINTED NAME	PRINTED NAME
TITLE	TITLE
DATE	DATE
For the City of Vacaville, a municipal corporation:	For the City of Rio Vista, a municipal corporation:
SIGNATURE	SIGNATURE
PRINTED NAME	PRINTED NAME
TITLE	TITLE
DATE	DATE

For the City of Fairfield, a municipal corporation:

SIGNATURE

PRINTED NAME

TITLE

DATE

For the City of Suisun, a municipal corporation:

SIGNATURE

PRINTED NAME

TITLE

DATE

For the City of Vallejo, a municipal corporation:

SIGNATURE

PRINTED NAME

TITLE

DATE

For the City of Benicia, a municipal corporation:

SIGNATURE

PRINTED NAME

TITLE

DATE

EXHIBIT A: SCOPE OF WORK

JPA shall be responsible for the following activities:

- Identifying and selecting the Coordinated Entry Services Operator.
- Securing the necessary resources to support scope the work.
- Providing technical assistance and oversight of the Coordinated Entry Services Operator.
- Providing annual reports to the County and Cities on progress in achieving the milestones.
- Ensuring that resources provided by the County and Cities will be used for the following activities:

I. Resource Connect Solano Coordinated Entry System Management

The JPA will ensure that the Coordinated Entry Services Operator will be responsible managing for the implementation and on-going administration, development, and continuous improvement of Solano County's Coordinated Entry System inalignment with Housing First Solano's Coordinated Entry System Policies and Procedures. Management includes:

1. Conducting Coordinated Entry System analysis, evaluation,monitoring, and review;

2. Maintaining Coordinated Entry System documentation, which includes system performance documents, reporting data, and federalforms;

3. Developing new access and outreach/in-reach points throughout theCounty to ensure full and equal access;

4. Increasing the number of providers using Housing First Solano's Homeless Management Information System (HMIS) and participatingin Resource Connect Solano;

5. Creating tools and resources necessary to manage Resource ConnectSolano Entry Points;

6. Ensuring consistent usage of and calibration of the assessment toolthroughout the Coordinated Entry System;

7. Ensuring that the adopted prioritization criteria are used so that the most vulnerable individuals and families are prioritized for assistanceand matched with the appropriate services for them ensuring the mostefficient and cost-effective usage of resources;

8. Ensuring that beds and/or units fund by County or City programs that have specific client criteria are reserved for eligible program clients and input of program staff is sought before placement;

9. Managing the priority lists;

10. Ensuring timely linkage of persons to available housing and services;

11. Providing guidance, training, capacity building support, communication updates, and other project support as needed to Housing First Solano, the County, and the Cities;

12. Ensuring all participating provider agencies have information as necessary to operate and participate in Resource Connect Solano successfully;

13. Providing monthly or quarterly reports to the JPA as requested;

14. Preparing annual assessments of the Coordinated Entry System;

15. Establishing a more robust marketing plan to bring awareness to residents across the county, including those precariously housed and those least likely to receive assistance in the absence of such marketing;

16. Creating and disseminating outreach materials about Resource Connect Solano;
17. Reviewing and analyzing HMIS data, including reports on system- wide performance (e.g., clients receiving diversion assistance, vacancy reporting, completion of assessments); and

18. Maintaining the integrity of consumer data and ensuring up-to-date security protocols for the system.

II. Coordinated Entry System Administration

The JPA will ensure the Coordinated Entry Service Operator Administers System support to the Resource Connect Solano staff as well as the various jurisdictional and non-profit outreach teams. Support services include:

1. Answering and responding to all Coordinated Entry System referral calls;

2. Performing a pre-screen diversion assessment over the phone and full Vulnerability assessment, where appropriate;

3. Referring callers to the most pertinent services, including preventionservices for callers at-risk of homelessness;

4. Connecting clients to case management;

5. Scheduling appointments with clients for the Coordinated Entry Specialists;

6. Providing training and technical assistance to local outreach teams tosupport their data entry in HMIS.

III. Other Coordinated Entry System Services

The Coordinated Entry Services Operator may offer other services such as Housing Location Services to support the staff as well as the various jurisdictional and non-profit outreach teams to identify housing opportunities for individuals experiencing homelessness. Services will be outlined in the subrecipient agreement may include:

1. Developing and managing a comprehensive outreach/ working relationship with community stakeholders, especially landlords;

2. Engaging a landlord recruitment and retention plan. Recruiting landlord, management firm, and leaseholder participation and/or growth of participation in Continuum of Care and Resource Connect Solano housing programs, which may include Permanent Supportive Housing, Rapid Rehousing, Section8, TBRA, HUD/VASH, and other subsidy programs;

3. Meeting with owners, landlords and property managers to discusspartnering with Resource Connect Solano, including rental assistance, placement programs, and support services;

4. Negotiating with landlords experiencing conflicts with formerly homeless tenants to find solutions to experienced problems, including outside mediation services for more serious conflicts to help avoid eviction;

5. Building long-lasting relationships with property managers, landlords, owners, and firms to expand the scope of their participation in programs that house those experiencing homelessness;

6. Performing initial site visits at all prospective sites to ensure they meet guidelines for habitability standards;

7. Maintaining a database of landlords, management firms, and leaseholders working with those experiencing homelessness;

8. Sending out notices to Resource Connect Solano staff of any new housing availability;

9. Tracking all placements with landlords in HMIS;

10. Maintaining awareness of changes in market and community processes that can impact services; bring forward prospective recommendations to deal with expected changes.

11. Increase focus on systemic County-wide landlord engagement strategies.

IV. Coordinated Entry System Housing Readiness Services and Case Management

The JPA will ensure that the Coordinated Entry Services Operator provides Housing Readiness Services and Case Management. This includes:

1. Counseling individuals and families at the top of the ResourceConnect Solano prioritization system as to potential housing options;

2. Coordinating supportive services for individuals and families atthe top of the Resource Connect Solano prioritization system;

3. Using the Coordinated Entry System to provide comprehensiveassessments of participant need for housing and services;

4. Monitoring and evaluating Resource Connect Solano participantprogress;

5. Providing Resource Connect Solano participant information andreferrals to providers participating in the Coordinated Entry System;

6. Developing individualized housing and service plans for individuals and families at the top of the Resource Connect Solanoprioritization system;

7. Providing tenant counseling to individuals and families placed within the past 30 days into housing through Resource ConnectSolano;

8. Assisting individuals and families at the top of the Resource Connect Solano prioritization system or placed within the past 30 days into housing through Resource Connect Solano to understandthe leasing process;

9. Assisting individuals and families at the top of the Resource Connect Solano prioritization system or placed within the past 30 days into housing through Resource Connect Solano with securingutilities;

10. Assisting individuals and families at the top of the Resource Connect Solano prioritization system or placed within the past 30days into housing through Resource Connect Solano with makingmoving arrangements.

V. Coordinated Entry Systems Operations

The JPA will ensure that resources made available through this MOU foroperations are allocated to items such as: the costs of office space; maintenance; office equipment; Internet access; a system website; marketing; office supplies; transportation costs incurred by the Resource Connect Solano staff; public transportation costs for consumers; and essential training and conference attendance about Coordinated Entry.

EXHIBIT B: BUDGET

I. Funding

In addition to coordinated entry staff supported by HUD CoC, which is $233,589 for FY2025/26, pursuant to this MOU, the Cities and County will provide 2026 funding of $351,638 as follows to support the activities described in Exhibit A.

Funding for calendar years 2027 and 2028 will increase at a fixed rate of three (3) percentper year.

II. Method of Payment

The County and Cities shall transmit annual payments to the JPA. The method of payment was determined by the population of the Cities with the County making a larger amount than its population and is as follows:

	2026	2027	2028	Total
Solano County	$81,966	$84,425	$86,958	$253,350
Benicia	$18,816	$19,381	$19,962	$58,158
Fairfield	$77,564	$79,891	$82,288	$239,743
Rio Vista	$6,127	$6,311	$6,501	$18,939
Suisun City	$19,903	$20,500	$21,115	$61,517
Vacaville	$66,895	$68,902	$70,969	$206,767
Vallejo	$80,366	$82,777	$85,260	$248,402
Total	**$351,638**	**$362,187**	**$373,053**	**$1,086,878**

The JPA shall invoice the County and Cities within 30 days of the effective date of this MOU and then each year thereafter within 30 days of the same calendar date. The Cities and County shall make payment of the invoice within 30 days of the date of the invoice.

MEMORANDUM OF UNDERSTANDING
BETWEEN
COMMUNITY ACTION PARTNERSHIP OF SOLANO, JOINT POWERS AUTHORITY; SOLANO COUNTY; AND THE CITIES OF BENICIA, ~~DIXON~~, FAIRFIELD, RIO VISTA, SUISUN CITY, VACAVILLE, AND VALLEJO FOR COST SHARING ADMINISTRATIVE EXPENSES

This Memorandum of Understanding, hereinafter referred to as "MOU," is made effective July 1, 2024 by and between the Community Action Partnership of Solano, Joint Powers Authority, hereinafter referred to as the "JPA"; the County of Solano, hereinafter referred to as the "County"; and the Cities of Benicia, ~~Dixon~~, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo, hereinafter referred to as the "Cities"; individually, a "Party"; and collectively, the County and Cities as the "Parties"

WHEREAS, in 1999, the cities of Fairfield, Vallejo, Suisun City, Rio Vista, and Benicia, along with the County of Solano, entered into a joint powers agreement to form the agency originally known as the Solano Safety Net Consortium, which was later renamed as the Community Action Partnership of Solano County; and

WHEREAS, in 2014, the City of Vacaville became a signatory to the joint powers agreement and became a member of the joint powers agency originally known as the Solano Safety Net Consortium, which was later renamed as the Community Action Partnership, Solano County or CAP Solano.

WHEREAS, in 2022, a superseding joint powers agreement was executed to reflect a change in the Board membership to be comprised of a representative from the legislative body of each member agency and the City of Dixon was added as a Party to the agreement; and

WHEREAS, the Parties determined that the creation of a JPA is the best organizational approach for coordinating the provision of homeless and safety net services; and

WHEREAS, the JPA is charged with providing oversight and coordination of homeless and safety net services to the residents of the County and Cities; serving as the conduit for safety net funding support; administering such funds and making grants available to other government or non-profit entities that provide services to people experiencing homelessness; setting policy and being the central agency for the oversight and technical assistance for the operation of homeless shelters, transitional/interim housing, homeless assistance and navigation centers, community action councils and other safety net services; and undertaking such other programs as its Board of Directors (Board) may authorize, including such duties and tasks required to receive and distribute federal, state, local, and other funding to support the JPA's mission; and

WHEREAS, the State of California is seeking local municipalities to create regional structures to work to prevent and end homelessness focusing on coordinated efforts, transparency and accountability; and

WHEREAS, currently administrative services are provided by certain partner Parties through separate MOUs whereby existing staff of the partner Parties also provide services to the JPA, however, the Parties recognize that additional administrative resources are needed to enable the

JPA to operate an effective and efficient system to address homelessness and implement best practice solutions to increase housing opportunities; and

WHEREAS, the Parties desire to establish an equitable means to sharing in costs associated with the establishment of additional administrative resources for the JPA.

NOW, THEREFORE and in consideration of the recitals set forth above, of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
PURPOSE

(1) Purpose. The purpose of this MOU is to provide funds for and establish an equitable means to sharing in costs associated with establishing additional administrative resources for the JPA to provide oversight and coordination of homeless and safety net services to the residents of the Parties; to serve as the conduit for safety net funding support; to administer such funds and make grants available to other government or non-profit entities for services to the homeless; to set policy and provide technical assistance for the operation of homeless shelters, transitional/interim housing, homeless assistance and navigation centers, and other safety net services; and to undertake such other programs as the Board may authorize. For purposes of participation in this MOU, oversight is merely intended to represent regional coordination and no Party, by virtue of its participation, intends or agrees to abridge any power and/or legal authority it has by virtue of said Partys' participation of this MOU.

ARTICLE II
PERSONNEL STRUCTURE

(1) County as Staffing Agency.
- (a) County agrees to hire and retain the JPA staff on behalf of the JPA.
- (b) County will incur indirect costs associated with staffing. These costs will include expenses related to IT infrastructure, office space, furniture, utilities, insurance, and other overhead expenses which will be accounted for in budgeting and resource allocation.
- (c) JPA personnel will align with County classification and compensation structures.
- (d) JPA personnel shall be hired by the County but act in the interest of and at the direction of the JPA Board within the duties allowable under the approved County classifications.
- (e) This MOU will initially support the JPA with 6.5 FTE as outlined in Exhibit C.

(2) Personnel Structure.
- (a) This MOU will support the following personnel restructuring that will be managed in three phases as outlined in Exhibit A.
  - (1) Phase 1: 3.0 FTE with roles of Executive Director, Grants Manager, and

Homeless Coordinator

(2) Phase 2: The addition of 1.0 FTE with the role of Policy Manager

(3) Phase 3: The addition of 2.5 FTE with the role of Fiscal Agent

(b) The JPA Board will interview candidates for the role of Executive Director and will make a recommendation to the County on final selection. Upon County concurrence, which will not be unduly withheld, and hiring following standard County hiring procedures, the JPA Board will appoint the selection as the Executive Director.

(c) The Executive Director shall be responsible for the hiring and regulation of all other JPA personnel activities including, but not limited to: selection, recruitment, discipline, performance evaluation, and discharge of any other JPA staff, contractors, and consultants based on the policy direction of the Board.

(d) The Board shall not directly manage or direct any other employees of the JPA except the Executive Director, but shall provide policy direction to the Executive Director.

(b) The JPA Board may not authorize an increase in JPA staffing, thereby increasing administrative costs charged to the Parties, without the express consent of each Party to this MOU. Consent shall be procured via resolution of each respective Party's governing Board.

(c) The JPA Executive Director job description shall be created and approved by the Board. All other JPA personnel job classifications shall be aligned with current County job classifications. County job classifications which most closely align to the agreed upon roles will be presented to and approved by the Board. .

(d) The phases of personnel transitions will overlap no more than three (3) months with the end of existing JPA personnel MOUs between JPA and partner Party to allow for transition of duties unless existing MOUs are terminated by mutual agreement of the parties to the applicable MOU. Phase 1 will begin with the hiring of the Executive Director. The Executive Director will hire additional JPA personnel as outlined in the phases described in Exhibit A.

(e) Time frame of phases are subject to adjustment with any award of external revenue (e.g. State grant funds) to support the administrative costs. Modifications to the approved schedule will be brought to the Board for review and approval. No increase in administrative costs will be charged to the Parties, without the express written consent of each Party. Consent shall be procured via resolution of each respective Party's governing Board.

ARTICLE III
CONTRIBUTIONS; ACCOUNTS AND REPORTS

(1) Contributions: The Parties agree to a formula based on each Party's proportional share of the total countywide population minus 25% of the costs to be paid for by the County. Any applicable administrative staffing expenses from Federal and State grants, foundations and donations will be applied first. The Parties agree the remaining costs will be allocated among the Parties using the cost-sharing formula in Exhibit B.

(2) Fiscal Agent Costs: The City of Vacaville may continue to serve as Fiscal Agent until the

implementation of Phase 3. For the time the City of Vacaville serves as the Fiscal Agent, the City of Vacaville will be reimbursed based on separate Fiscal Agent and Grant Administration MOUs with CAP Solano to act in that capacity. Based on historical data, these MOUs do not cover the full costs incurred ("Incurred Costs"). Additional fiscal agent and grant administrative time which is not eligible costs through existing MOUS are being provided in-kind ("Unreimbursed Costs").

Additional reimbursement to the City of Vacaville for Unreimbursed Costs shall take the form of a credit off the City of Vacaville's share of the annual Contribution set forth in Article III, Paragraph 1 and Exhibit B of this MOU, and shall commence when the City of Vacaville is no longer serving as Fiscal Agent.

The amount of reimbursement for Unreimbursed Costs will be calculated beginning at the effective date of this MOU and will include salaries and benefits of documented actual time spent of staff providing in-kind support to fiscal agent functions that is not billable to the Fiscal Agent MOU or any Grant Administration MOUs up to a total of $250,000 annually.

As the City of Vacaville is responsible for 17.76% of the overall staffing costs under the Cost Sharing formula provided in Exhibit B, 82.24% of the Unreimbursed Costs as calculated above (Reimbursement Cost) will be reimbursed to the City of Vacaville over the five year period commencing the first day of the fiscal year that the City of Vacaville is no longer serving as Fiscal Agent, so that the City of Vacaville receives a credit of up to 20% of the Reimbursement Cost to be applied to the City of Vacaville annual cost sharing Contribution in each of the subsequent five years, until the City has received credit for 100% of the Reimbursement Costs. This provision survives the expiration or termination of this MOU and shall be carried over into each fiscal year's budget until such time as the City of Vacaville has been fully reimbursed.

(3) Annual Budget.

(a) The JPA Board shall adopt a budget for administrative costs, in time to allow review and approval by the Parties prior to February 28 of each fiscal year.

(b) Each Party shall prepare its own annual budget for their portion of JPA administrative costs. Each Party shall review and include its projected contribution in its respective requested budget by May 31 of each fiscal year.

(c) At the close of the fiscal year and no later than October 31, the Executive Director will provide the Board with the reconciled budget detailing the actual accrued administrative support staffing costs for the previous year. Each Party will reconcile their contribution with the JPA as pursuant to the provisions of Article III, Paragraph 6 of this MOU.

(4) Authorization of Party Funding. The governing Board of each Party must authorize contributions based on the cost-sharing formula in Exhibit B and described in Article III Paragraph 2 for the cost-sharing formula for the City of Vacaville. Failure of any Party to authorize contributions shall be in default pursuant to the provisions of Article III, Paragraph ~~7~~8 of this MOU.

(5) Accounting. The JPA shall maintain strict accountability of all funds, receipts, and expenses, and shall keep and maintain appropriate records and accounts of all funds, receipts, and expenses under this MOU in accordance with generally accepted accounting practices and requirements for California public agencies. The JPA shall allow any Party, or any of its employees, accountants, attorneys, or agents to review, inspect, copy, and audit any such records and accounts. Within 120 days after the close of each fiscal year, JPA shall give a completed written annual third party report of all financial activities for the fiscal year to the Parties.

(6) Record of Contributions. The JPA shall maintain records of all the contributions by each Party and by the JPA, including any staff resources contributed to the JPA.

(7) Invoicing. Upon completion of the initial budget, and thereafter at such other intervals as determined appropriate by the Board, the JPA shall determine the amount of the budget expenses payable by Parties as outlined below. The JPA shall submit to each Party an invoice showing the yearly estimated cost share for all Parties for the applicable period together with a calculation of each of the Party's share and their quarterly contribution. Each Party shall pay to the JPA the amount invoiced within 30 days after the date of the invoice.

(a) 100% of the Party contributions shall be invoiced by July 31
(b) At the End of fiscal year, the JPA will provide the Board with the reconciled budget detailing the actual accrued administrative support staffing costs for the fiscal year.
(c) The JPA shall submit to each Party a final invoice (or refund of unspent funds) of their portion of the costs as determined by each Party cost-sharing amount at the end of the fiscal year. The JPA shall issue any refunds within 30 days of the fiscal year reconcile end of year budget. Any Party may elect to have any refund of unspent funds applied to the subsequent fiscal year as a credit.
(d) Any amount not paid within 60 days of the date of the invoice shall be delinquent.

(8) Default and Delinquency. Any Party which defaults in its obligation to approve their budget contribution, pay, or advance any amounts due pursuant to this MOU after such amounts have become delinquent shall be deemed to have waived and relinquished any rights and benefits it may have under this MOU. Any defaulting Party shall be liable to the JPA for interest on the unpaid amount at the rate of 10% per annum, or the maximum rate allowed by law if it is less than 10% per annum, until the overdue invoice amount is paid in full. If the MOU is terminated, then the defaulting Party shall remain liable for payment of its share of debts, liabilities and obligations under this MOU incurred prior to the date of termination, plus interest.

(9) Dispute Resolution. Any dispute, controversy, or claim arising out of or relating to this MOU, or the breach, termination, or validity thereof, shall be first subject to negotiation between the Parties. If the dispute cannot be resolved through negotiation, the Parties agree to submit the dispute to mediation.

(10) Debts, Liabilities, Obligations. County is liable for CalPERS liability of the JPA as

follows:

(a) The JPA shall use the County's CalPERS contract for employees of the JPA.
(b) If a Party terminates their participation in the MOU, the terminating Party shall be liable for, and upon demand shall promptly pay, its share of the existing and/or contingent liabilities of the JPA as of the effective date of the termination. The terminating Party's share of liabilities shall bear the same relationship to the whole as its annual contribution for the operation of the JPA bears to the whole of all annual contributions.
(c) If a Party terminates from the JPA, but the JPA does not dissolve or terminate, and the JPA established a plan of periodically paying down part of its unfunded accrued pension liability ("UAPL") debt to CalPERS, the terminating Party shall continue to be liable, and to promptly pay thereafter to JPA upon being invoiced, its share of the JPA's UAPL based upon its prior participation in the MOU. The terminating Party's share of such UAPL expense shall be determined according to the same formula used by the JPA to allocate such costs during the final year of the terminating Party's partnership.
(d) The terminating Party shall also be liable for any additional JPA expenses as of the effective date of the withdrawal which are related to this MOU and exclusively benefit the terminating Party.
(e) Until such time that the JPA utilizes a different contract approved by its Board, if the County dissolves, terminates, or ends its contractual relationship with CalPERS ("the triggering events"), Government Code sections 6508.1 and 6508.2 will require all existing Parties, and certain past Parties, to each assume individual financial responsibility for its proportionate share of the UAPL then in effect. Each Party promises and represents that upon occurrence of a triggering event:
    (1) It will undertake this obligation when requested by either CalPERS or the JPA; and
    (2) That unless the Board determines differently, the proportionate share each Party will assume shall be based upon the same formula used to determine each Party's share of the JPA's last periodic UAPL payment to CalPERS in the year prior to the triggering event.

ARTICLE IV
TERM; DISPOSITION OF ASSETS; SIGNATURES

(1) Term. The Initial Term of this MOU is for five (5) years with automatic renewal of an additional five (5) years ("Subsequent Term") unless a Party notifies the JPA at least 180 days prior to expiration of the Initial Term of its intent to terminate. This MOU is subject to termination previsions as detailed in Article IV Section 3 of this MOU.

(2) Termination. Any Party may terminate from the MOU by providing the JPA, and the signatory of each Party, with written notice of its intent to terminate at least 180 days prior to expiration of the Initial Term. If a Party wishes to terminate prior to the expiration of the Initial Term, a 360 days' notice prior to the end of the Fiscal Year is required. The terminating Party is obligated to pay that Party's contributions through the end of the fiscal

year in which the termination is effective, and the debts, liabilities, and obligations described in Article 3, Paragraph ~~9~~10

In accordance with Article XVI, Section 18 of the California Constitution, if in any fiscal year subsequent to the execution of this MOU, a Party fails to appropriate money for the purpose of funding this MOU, this MOU shall terminate as to that Party, subject to the provisions of this Paragraph and Article 3, Paragraphs ~~7~~ 8 and ~~9~~ 10, effective upon the close of business on the last day of the fiscal year for which funding has been appropriated.

(1) Signatures And Counterparts. As permitted under the U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, and the Uniform Electronic Transactions Act (UETA), the Parties hereby agree to conduct this transaction by electronic means. Accordingly, this AGREEMENT may be executed through an electronic signature and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that the electronic signatures appearing on this AGREEMENT are intended by each Party using it to have the same force and effect as the use of a manual signature for the purposes of validity, enforceability, and admissibility.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed and attested by their proper officers thereunto duly authorized on the day and year set above each of the parties.

For Community Action Partnership of Solano, JPA; a Joint Powers Authority:

_____
SIGNATURE

_____
PRINTED NAME

_____
TITLE

1000 WEBSTER ST
ADDRESS

FAIRFIELD, CA 94533
CITY STATE ZIP

_____
DATE

For the City of Benicia, a municipal corporation:

_____
SIGNATURE

_____
PRINTED NAME

_____
TITLE

250 EAST "L" STREET
ADDRESS

BENICIA, CA 94510
CITY STATE ZIP

_____
DATE

Additional signatures to follow on the next page

For the City of Dixion, a municipal corporation:

_____
SIGNATURE

_____
PRINTED NAME

_____
TITLE

600 EAST "A" STREET
ADDRESS

DIXION, CA 95620
CITY STATE ZIP

_____
DATE

For the City of Rio Vista, a municipal corporation:

_____
SIGNATURE

_____
PRINTED NAME

_____
TITLE

ONE MAIN STREET
ADDRESS

RIO VISTA, CA 94571
CITY STATE ZIP

_____
DATE

For the City of Fairfield, a municipal corporation:

_____
SIGNATURE

_____
PRINTED NAME

_____
TITLE

1000 WEBSTER STREET
ADDRESS

FAIRFIELD, CA 94533
CITY STATE ZIP

_____
DATE

For the City of Suisun City, a municipal corporation:

_____
SIGNATURE

_____
PRINTED NAME

_____
TITLE

701 CIVIC CENTER BOULEVARD
ADDRESS

SUISUN CITY, CA 94585
CITY STATE ZIP

_____
DATE

Additional signatures to follow on the next page

For the City of Vacaville, a municipal corporation:

_____
SIGNATURE

_____
PRINTED NAME

_____
TITLE

650 MERCHANT STREET
ADDRESS

VACAVILLE, CA 95688
CITY STATE ZIP

_____
DATE

For County of Solano, a municipal corporation:

_____
SIGNATURE

_____
PRINTED NAME

_____
TITLE

675 TEXAS STREET, STE. 650
ADDRESS

FAIRFIELD, CA 94533
CITY STATE ZIP

_____
DATE

For the City of Vallejo, a municipal corporation:

_____
SIGNATURE

_____
PRINTED NAME

_____
TITLE

555 SANTA CLARA STREET
ADDRESS

VALLEJO, CA 94590
CITY STATE ZIP

_____
DATE

EXHIBIT A: PRELIMINARY BUDGET

Preliminary budget incorporating 3 phases.

	2024	2025	2026	2027	2028
In-Kind Contributions	**$ 370,954**	**$ 256,283**	**$132,118**	**$ 20,837**	**$ 21,879**
Direct Costs	$ 319,632	$ 335,614	$ 176,197		
Homebase	$ 275,000	$ 230,000	$ 200,000	$ 200,000	$ 100,000
Phase 1 - 3 FTE (ED, Grants Mgr., Homeless Coord.)	$ 142,751	$ 493,649	$ 518,331	$ 544,248	$ 571,460
Phase 2 - 1 FTE (Policy Mgr.)		$ 83,748	$ 175,871	$ 184,664	$ 193,898
Phase 3 - 2.5 FTE (Fiscal Agent)			$ 191,164	$ 401,444	$ 421,516
Estimated Overhead @ 15%	$ 21,413	$ 86,610	$ 132,805	$ 169,553	$ 178,031
Other Administrative Costs	$ 35,840	$ 218,600	$ 153,100	$ 158,875	$ 164,939
Est. Direct Cost Totals	**$ 794,636**	**$ 1,448,221**	**$1,547,468**	**$ 1,658,784**	**$ 1,629,844**
In-Kind + Direct Costs	**$ 1,165,590**	**$ 1,704,504**	**$1,679,586**	**$ 1,679,621**	**$ 1,651,723**
Revenue Estimates	**$ 812,139**	**$ 1,062,126**	**$1,077,455**	**$ 1,093,421**	**$ 943,562**
Total Est. Funding Gap	**$ 17,503**	**$(386,095)**	**$(470,013)**	**$(565,363)**	**$(686,282)**

EXHIBIT B: FUNDING FORUMLA- COST SHARING

Effective July 1, 2024, each Party agrees to pay for the ongoing costs of the JPA administrative operations according to the following countywide population formula to be calculated annually when the budget is prepared.

(a) Any revenue received by the JPA eligible to be used for administrative operations, such as through donations, Federal and State grants and foundations, shall be applied to the budget first, reducing the total cost allocated to the Parties.
(b) County shall provide 25% of the cost-sharing after applicable revenue above is applied.
(c) Cities shall provide the remaining funds after applicable revenue and County cost-sharing have been applied. The Cities portion of the remaining costs will be determined based on the City's proportion of the total countywide population.
(d) The funding formula contained herein shall be reevaluated by the Parties upon publication of annual population estimates published by the California Department of Finance report E-1.

Example of Cost-Sharing Estimates:

	Percentage of City cost based on population	Percentage of Overall Cost	2024	2025	2026	2027	4-Year Total
County		25.00%	96,523.75	117,503.25	141,340.75	171,570.50	526,938.25
Benicia	6.15%	4.61%	17,810.48	21,681.59	26,080.07	31,658.03	97,230.17
~~Dixon~~	~~4.47%~~	~~3.35%~~	~~12,938.11~~	~~15,750.21~~	~~18,945.41~~	~~22,997.42~~	~~70,631.14~~
Fairfield	28.08%	21.06%	81,314.55	98,988.32	119,069.75	144,536.22	443,908.83
Rio Vista	2.35%	1.76%	6,794.92	8,271.80	9,949.87	12,077.94	37,094.54
Suisun City	6.69%	5.02%	19,369.06	23,578.94	28,362.32	34,428.41	105,738.74
Vacaville	23.68%	17.76%	68,579.17	83,484.90	100,421.21	121,899.15	374,384.44
Vallejo	28.58%	21.44%	82,764.97	100,753.98	121,193.62	147,114.33	451,826.89
	Total Cost Share		**386,095.00**	**470,013.00**	**565,363.00**	**686,282.00**	**2,107,753.00**

All amounts are in dollars.

EXHIBIT C: STAFFING POSITIONS

This MOU will support the JPA with 6.5 FTE with the following roles:

(e) Executive Director. 1 FTE. With JPA Board directive will perform any duties necessary and appropriate for the day-to-day management and operation of JPA's strategic vision and legal requirements of oversight and support of the Continuum of Care. Is responsible for the regulation of all other JPA personnel and independent contractors and consultants. Is responsible for the preparation of Board agendas and all matters pertaining to Board direction at duly noticed meetings.
(f) Grants Manager. 1 FTE. Under the direction of the Executive Director, responsible for the planning and implementation of grant programs including researching and pursuing funding opportunities; executing funds to non-profit entities; providing technical assistance; and oversight of contract compliance.
(g) Homeless Coordinator. 1FTE. Under the direction of the Executive Director, provides administrative support including drafting and vetting meeting agendas, coordinating JPA meeting logistics, drafting meeting minutes, maintaining Listserv and websites; and providing resources and referrals for community members and consumers.
(h) Policy Manager. 1FTE. Under the direction of the Executive Director, will represent the interest of the Parties, work with State and National organizations and other advocates, service providers, and consumers for the amelioration of poverty and homelessness.
(i) Fiscal Agent. 2.5 FTE. Under the direction of the Executive Director, will be responsible for the oversight of all financial, budgeting, and accounting activities related to grants.

In accordance with Article II, Section 2c, the JPA Executive Director job description shall be created and approved by the Board. All other JPA personnel job classifications shall be aligned with current County job classifications. County job classifications which most closely align to the agreed upon roles will be presented to and approved by the Board. The role descriptions above do not encompass all administrative duties of the JPA. Those duties will be captured in the details of JPA job descriptions. Duties and responsibilities may be modified by the Executive Director with the approval of the JPA Board.

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: Stephanie Sifuentes, Human Resources Director
SUBJECT: **ADOPT A RESOLUTION RECOMMENDING, OR IN THE ALTERNATIVE, NOT RECOMMENDING, THAT THE CITY COUNCIL AUTHORIZE ONE-TIME FUNDING IN THE AMOUNT OF $168,200 FOR RECRUITMENT SERVICES FOR CITY MANAGER AND DIRECTOR POSITIONS FOR FY26-27**

RECOMMENDATION

Adopt a Resolution recommending, or in the alternative, not recommending, that the City Council authorize one-time funding in the amount of $168,200 for recruitment services for City Manager and Director positions for FY26-27.

BACKGROUND AND DISCUSSION

During FY25-26, the City experienced an unusually high level of executive turnover, with the most recent departure of the City Manager. Seven key leadership positions became vacant within a short period: Fire Chief, Economic Development Director, Assistant Public Works Director (Engineering), Public Works Director, IT Director, Finance Director, and City Manager. This volume of executive-level departures in a single fiscal year is atypical, and the resulting recruitment costs were not anticipated or budgeted. Several searches were unsuccessful and will need to be repeated. Because each of the executive positions listed above remains unfilled, it will require ongoing recruitment services extending into FY26-27.

Measure P has specific spending categories that were approved by Council:

1. Maintain critical city services such as keeping public spaces healthy, safe and clean
2. Maintain fire protection
3. Maintain emergency medical response
4. Maintain crime prevention
5. Address homelessness
6. Address blight
7. Address dumping
8. Repair deteriorating neighborhood streets, roads and sidewalks
9. Youth priorities

Staff have assessed the connection between the vacancies listed above and the categories above and have determined correlations. Some direct correlations: the City Manager leads initiatives directly or through subordinate staff in achieving categories 1 through 9; the Fire Chief leads the Fire Department in achieving categories 1 through 3; the Public Works Director and Assistant Public Works Director lead staff in achieving categories 1, 2, 4 (Fleet), and 5 through 8. Some of the less obvious but equally important: the Economic Development Director plays a critical role in bringing new businesses into the City, which brings visitors who spend money, new homeowners and children which fill the schools, assists existing businesses to remain in town, and less vacancy throughout the City helps to achieve categories 1, 4, 5, 6, 7, and 9; the Finance Director and IT Director lead internal service departments who provide support to staff in achieving categories 1 through 9, whether it’s monitoring grants, processing payroll, processing

procurement contracts and invoices, providing technology support for vital public safety equipment and operational systems.

These recruitment services are one-time costs for which staff are requesting funding. Without this funding, the Human Resources Department will not have the sufficient budget capacity necessary to fill these executive level vacancies, which are essential to maintaining City operations.

FISCAL IMPACT

The total one-time cost for recruitment services is $168,200.

If approved, the one-time cost will be funded by Measure P for FY26/27.

ATTACHMENTS

1.	MPOC Resolution_HR_Recruitment Services CAO Stamp
2.	MPOC Project Justification Request_HR_Recruitment Services

CONTACT

Stephanie Sifuentes, Human Resources Director (707) 648-4363
Stephanie.sifuentes@cityofvallejo.net

Approved as to form:

By: _____ for
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE RECOMMENDING, OR IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE ONE-TIME FUNDING IN THE AMOUNT OF $168,200 FOR RECRUITMENT SERVICES FOR CITY MANAGER AND DIRECTOR POSITIONS FOR FY26/24

WHEREAS, during FY25-26, the City experienced an unusually high level of executive turnover, with the most recent departure of the City Manager. Seven key leadership positions became vacant within a short period: Fire Chief, Economic Development Director, Assistant Public Works Director (Engineering), Public Works Director, IT Director, Finance Director, and City Manager; and

WHEREAS, this volume of executive-level departures in a single fiscal year is atypical, and the resulting recruitment costs were not anticipated or budgeted; and

WHEREAS, several searches were unsuccessful and will need to be repeated; and

WHEREAS, each of the seven executive positions listed above remain unfilled and will require ongoing recruitment services extending into FY26-27; and

WHEREAS, the City faces an anticipated $29M General Fund shortfall in FY26/27, yet must continue recruitment for key executive positions, all of which are essential to City operations and delivery of vital public services; and

NOW, THEREFORE, BE IT RESOLVED that the City of Vallejo Measure P Oversight Committee hereby recommends/ does not recommend that the City Council allocate $168,200 in FY26/27 Measure P funds to cover the one-time cost for recruitment services of key executive positions.

ADOPTED BY THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE at a regular meeting held on _____ with the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
JACKIE JONES, CHAIR

ATTEST:

_____
FLORITA CRUZ, STAFF SECRETARY

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT A RESOLUTION RECOMMENDING, OR IN THE ALTERNATIVE, NOT RECOMMENDING, THAT THE CITY COUNCIL AUTHORIZE ONE-TIME FUNDING IN THE AMOUNT OF $168,200 FOR RECRUITMENT SERVICES FOR CITY MANAGER AND DIRECTOR POSITIONS FOR FY26-27

1. Project Urgency & Justification

During FY25-26, the City experienced an unusually high level of executive turnover, with the most recent departure of the City Manager. Eight key leadership positions became vacant within a short period: Fire Chief, Economic Development Director, Assistant Public Works Director (Engineering), Public Works Director, IT Director, Finance Director, and City Manager. This volume of executive-level departures in a single fiscal year is atypical, and the resulting recruitment costs were not anticipated or budgeted. Several searches were unsuccessful and will need to be repeated. Because each of the executive positions listed above remain unfilled, it will require ongoing recruitment services extending into FY26-27.

2. Project Timeline

Start Date: FY 26/27
End Date: FY 26/27

3. Financial Overview

Total Cost: $168,200
End of Useful Life

4. Procurement Method

Existing Contract or New RFP?: New contracts will be executed.

5. Funding Sources

Alternate Funding Sources Identified: The City's General Fund.
Conditions or Restrictions of Alternate Funding: The City's General Fund is facing a $29M shortfall, and is actively seeking alternative funding solutions.

6. Budgetary Alignment

Included in Current Annual Budget: No existing budget.

7. Implementation Details

Location (Where): N/A
Implemented By: N/A
Vetted by Local Expert: N/A

8. Community Impact

Who Benefits: Residents of Vallejo
Estimated Number of People Impacted: All

Demographic Impacted: All
Related Council Requests: N/A
Relevant Commissions Involved: N/A

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: James Rustice, Interim Fire Chief
SUBJECT: **ADOPT A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE TO RECOMMEND OR IN THE ALTERNATIVE NOT RECOMMEND FUNDING FOR THE 2026 FEMA SAFER GRANT MATCH (MARCH 2026 – MARCH 2029) FOR $2,620,475.92**

RECOMMENDATION

Adopt a resolution recommending, or alternatively not recommending, that the City Council authorize Measure P funding for the 2026 FEMA SAFER grant match (March 2026 - March 2029) for a total cost of $2,620,475.92 (local match requirement):

1. Fiscal Year 2026-2027 $535,710.77
2. Fiscal Year 2027-2028 $690,169.61 to ensure program continuity and future funding
3. Fiscal Year 2028-2029 $1,394,595.54 to ensure program contuity and future funding

BACKGROUND AND DISCUSSION

The FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant provides a critical opportunity to enhance fire department staffing, improve response times, and increase overall service reliability. However, acceptance of the grant requires a substantial local funding match over a three-year period.
The total required local match is $2,620,475.92, with escalating annual contributions. Without a committed funding source, the City risks forfeiting the grant, which would result in the loss of significant external funding intended to improve public safety staffing levels.
Utilizing MPOC funds to cover the SAFER match ensures the City can fully leverage federal funding to expand and stabilize its firefighting workforce. This investment will:

- Increase minimum staffing levels and operational readiness
- Reduce reliance on overtime, lowering long-term personnel costs
- Improve emergency response times and service delivery
- Enhance firefighter safety and effectiveness

Failure to secure the local match would result in missed funding opportunities, continued staffing shortages, and increased strain on existing personnel. It would also reduce the City’s ability to meet current and future service demands.
Allocating MPOC funds for this purpose represents a strategic investment that maximizes external funding, strengthens public safety infrastructure, and delivers long-term value to the community.

This investment not only addresses immediate staffing needs but also positions the City for sustained improvements in emergency response and service reliability.

FISCAL IMPACT

Total Cost: $2,620,475.92 (Local Match Requirement)

- **Year 1:** $535,710.77
- **Year 2:** $690,169.61
- **Year 3:** $1,394,595.54

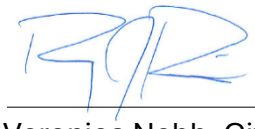
ATTACHMENTS

1.	MPOC Resolution_VFD_SAFER Grant CAO Stamp
2.	MPOC Project Justification Request_VFD_SAFER Grant

CONTACT

James Rustice, Interim Fire Chief(707) 648-4526
James.Rustice@cityofvallejo.net

Approved as to form:

By:  for

Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

ADOPT A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE TO RECOMMEND OR IN THE ALTERNATIVE NOT RECOMMEND FUNDING FOR THE 2026 FEMA SAFER GRANT MATCH (MARCH 2026 – MARCH 2029) FOR $2,620,475.92

WHEREAS, the City of Vallejo has been awarded, or is eligible to receive, funding through the Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant program; and

WHEREAS, the SAFER Grant is intended to enhance fire department staffing, improve emergency response times, and strengthen overall public safety service delivery; and

WHEREAS, acceptance of the SAFER Grant requires a three-year local funding match totaling $2,620,475.92, with the following annual contributions:

- Fiscal Year 2026-2027 - $535,710.77
- Fiscal Year 2027-2028 - $690,169.61
- Fiscal Year 2028-2029 - $1,394,595.54; and

WHEREAS, failure to secure the required local match would result in the forfeiture of significant federal funding intended to support firefighter staffing and emergency response capabilities; and

WHEREAS, the use of Measure P Oversight Committee (MPOC) funds for this purpose would allow the City to fully leverage federal resources to expand and stabilize its firefighting workforce; and

WHEREAS, such investment is expected to:

- Increase minimum staffing levels and operational readiness
- Reduce reliance on overtime and associated long-term costs
- Improve emergency response times and service delivery
- Enhance firefighter safety and effectiveness; and

WHEREAS, the Measure P Oversight Committee is charged with reviewing and making recommendations regarding the use of Measure P funds to ensure alignment with voter intent and community priorities.

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby recommends or does not recommend that the Vallejo City Council authorize the allocation of Measure P funds in the amount of $2,620,475.92 to satisfy the local match requirement for the 2026 FEMA SAFER Grant for the period of March 2026 through March 2029.

PASSED AND ADOPTED by the Measure P Oversight Committee of the City of Vallejo at a regular meeting held on the 30th day of April, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____

, CHAIR

_____

, SECRETARY

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE TO RECOMMEND OR IN THE ALTERNATIVE NOT RECOMMEND FUNDING FOR THE 2026 FEMA SAFER GRANT MATCH (MARCH 2026 – MARCH 2029) FOR $2,620,475.92

Project Urgency & Justification - The FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant provides a critical opportunity to enhance fire department staffing, improve response times, and increase overall service reliability. However, acceptance of the grant requires a substantial local funding match over a three-year period.

The total required local match is $2,620,475.92, with escalating annual contributions. Without a committed funding source, Vallejo risks forfeiting the grant, which would result in the loss of significant external funding intended to improve public safety staffing levels. Utilizing MPOC funds to cover the SAFER match ensures Vallejo can fully leverage federal funding to expand and stabilize its firefighting workforce. This investment will:

- Increase minimum staffing levels and operational readiness
- Reduce reliance on overtime, lowering long-term personnel costs
- Improve emergency response times and service delivery
- Enhance firefighter safety and effectiveness

Failure to secure the local match would result in missed funding opportunities, continued staffing shortages, and increased strain on existing personnel. It would also reduce the City's ability to meet current and future service demands.

Allocating MPOC funds for this purpose represents a strategic investment that maximizes external funding, strengthens public safety infrastructure, and delivers long-term value to the community.

1. Project Timeline

Start Date: March 1, 2026
End Date: March 30, 2029

2. Financial Overview

Total Cost: Total Cost: $2,620,475.92 (Local Match Requirement)

- **Year 1:** $535,710.77
- **Year 2:** $690,169.61
- **Year 3:** $1,394,595.54

End of Useful Life 3 years (grant performance period; staffing and service benefits extend beyond term)

3. Procurement Method

Existing Contract or New RFP?: Not applicable. Funds support personnel costs (salary and benefits) associated with SAFER Grant-funded firefighter positions.

Funding Sources

- General Fund allocations
- Measure-based public safety funds
- State staffing assistance program

Alternate Funding Sources Identified: Alternate funding sources are limited, already allocated, or insufficient to meet the required match. MPOC funds provide the most viable and immediate funding mechanism to secure and sustain the grant.

Conditions or Restrictions of Alternate Funding:

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4. Budgetary Alignment - Partially anticipated but not fully funded; requires MPOC allocation to meet full local match obligations.

Included in Current Annual Budget: FY 2026-2027 local match is included. However, the General Fund is facing a significant shortfall so alternate funding options are being sought.

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5. Implementation Details

Location (Where): Citywide fire stations and service areas

Implemented By: Fire Department, in coordination with Finance

Vetted by Local Expert:

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6. Community Impact

Who Benefits:

- Entire community through enhanced fire and emergency response services
- Fire department personnel through improved staffing levels and reduced overtime
- Neighboring jurisdictions through strengthened mutual aid capacity

Estimated Number of People Impacted: Entire population (all residents, businesses, and visitors)

Demographic Impacted: All community members, with significant benefits to high-risk and underserved populations relying on emergency service

Related Council Requests: Supports council priorities related to public safety staffing, emergency response reliability, and fiscal responsibility

Relevant Commissions Involved:

ACTION ITEM 10.J.

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: James Rustice, Interim Fire Chief
SUBJECT: **ADOPT A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE VALLEJO CITY COUNCIL AUTHORIZE MEASURE P FUNDING FOR ANNUAL LEASE PAYMENTS FOR THE ZOLL DEFIBRILLATOR LEASE AGREEMENT**

RECOMMENDATION

Adopt a resolution recommending or, in the alternative, not recommending that the City Council authorize Measure P funding for Zoll annual lease payments the next 10 years at $476,000:
1. Fiscal Year 2026-2027 - $47,569.12
2. Subsequent annual payments for the next nine years - $428,430.88 to ensure future funding.

BACKGROUND AND DISCUSSION

The Fire Department is requesting MPOC funding support for lease payments of advanced cardiac monitor/defibrillator equipment, specifically ZOLL X Series Monitor/Defibrillator units. These devices are critical for delivering life-saving emergency medical care, including cardiac monitoring, defibrillation, pacing, and real-time data transmission to receiving hospitals. Funding through MPOC is justified due to the regional benefit of enhanced pre-hospital care. Improved cardiac monitoring and early intervention capabilities increase survival rates, reduce long-term healthcare costs, and strengthen the overall emergency medical services system across jurisdictional boundaries.

In April 2025, the Vallejo City Council approved a 10-year lease agreement with Zoll in the total amount of $935,415.79, excluding applicable sales tax. The agreement included an upfront down payment of $500,000, which was funded using Measure P revenues. At the time of approval, the remaining annual lease payments were anticipated to be funded by the General Fund.

Since then, the City's General Fund has continued to experience a structural deficit, placing ongoing pressure on its ability to support new and existing obligations. In light of these fiscal constraints, staff has reevaluated the original funding strategy for the lease payments. To help alleviate the burden on the General Fund and maintain financial stability, staff is now recommending utilizing Measure P funds to cover the annual lease payments for the Zoll lease contract moving forward.

This proposed shift in funding aligns with the intent of Measure P to support essential public services and allows the City to preserve limited General Fund resources for other critical operational needs.

FISCAL IMPACT

10 years at $476,000

ATTACHMENTS

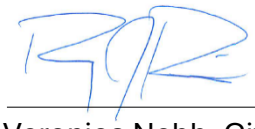
1.	MPOC Resolution_VFD_Zoll Lease Payment CAO Stamp

2.	MPOC Project Justification Request_VFD_Zoll Lease Payment
3.	10.J 26FD030 ZOLL MEDICAL CORPORATION Master Agreement

CONTACT

James Rustice, Interim Fire Chief (707) 648-4092
James.rustice@cityofvallejo.net

Approved as to form:

By:  for

Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING, OR IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE VALLEJO CITY COUNCIL AUTHORIZE FUNDING FOR ANNUAL LEASE PAYMENTS FOR THE ZOLL DEFIBRILLATOR TEN YEAR LEASE AGREEMENT

WHEREAS, the City of Vallejo Fire Department provides critical emergency medical services, including advanced cardiac life support, to residents and visitors; and

WHEREAS, the Fire Department utilizes advanced cardiac monitor/defibrillator equipment, specifically ZOLL X Series Monitor/Defibrillator units, which are essential for delivering life-saving interventions such as cardiac monitoring, defibrillation, pacing, and real-time data transmission to receiving hospitals; and

WHEREAS, in April 2025, the Vallejo City Council approved a 10-year lease agreement with Zoll Medical Corporation in the total amount of $935,415.79, excluding applicable sales tax, including an initial down payment of $500,000 funded with Measure P revenues; and

WHEREAS, the remaining annual lease payments were originally anticipated to be funded through the City's General Fund; and

WHEREAS, the City's General Fund is currently experiencing a structural deficit, limiting its capacity to absorb ongoing financial obligations; and

WHEREAS, City staff has recommended reallocating the funding source for the remaining lease payments to Measure P in order to alleviate pressure on the General Fund and preserve resources for other essential services; and

WHEREAS, the proposed use of Measure P funds for this purpose is intended to support essential public safety services and enhance regional emergency medical response capabilities, potentially improving patient outcomes and reducing long-term healthcare costs; and

WHEREAS, the total anticipated cost for the remaining lease payments is approximately $476,000 over the next ten (10) years.

NOW, THEREFORE, BE IT RESOLVED BY THE MEASURE P OVERSIGHT COMMITTEE OF THE CITY OF VALLEJO AS FOLLOWS:

The Measure P Oversight Committee hereby recommends or does not recommend that the Vallejo City Council authorize the use of Measure P funds for the annual lease payments associated with the Zoll defibrillator lease agreement. In making this recommendation, the Committee has considered the fiscal constraints of the General Fund, the essential nature of emergency medical equipment, and the intended purpose of Measure P to support critical public services.

PASSED AND ADOPTED by the Measure P Oversight Committee of the City of Vallejo at a regular meeting held on the 30th day of April, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____

JACKIE JONES, CHAIR

_____

FLORITA CRUZ, SECRETARY

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE VALLEJO CITY COUNCIL AUTHORIZE MEASURE P FUNDING FOR ANNUAL LEASE PAYMENTS FOR THE ZOLL DEFIBRILLATOR LEASE AGREEMENT

1. Project Urgency & Justification Funding for Zoll EKG lease payment

- Ensures continued access to critical life-saving equipment (cardiac monitors/defibrillators) used in emergency medical response
- Provides up-to-date technology, including monitoring, defibrillation, and data capabilities that improve patient care outcomes
- Includes maintenance, service, and software updates, reducing unexpected repair costs and equipment downtime
- Supports compliance with current EMS standards and protocols
- Allows for predictable budgeting through fixed payments while avoiding large upfront capital expenditures

2. Project Timeline

Start Date: 7/1/2026
End Date: 6/30/2030

3. Financial Overview

Total Cost: 5 year - $240,000.00
3 year - $143,000.00
10 years - $476,000.00

End of Useful Life per year cost $47569.12

4. Procurement Method

Existing Contract or New RFP?: Zoll Contract, Existing

5. Funding Sources

Alternate Funding Sources Identified: None located at this time

Conditions or Restrictions of Alternate Funding:

6. Budgetary Alignment

Included in Current Annual Budget: $47,569.12 for FY 2026-27. The General Fund is facing a significant shortfall so alternate funding options are being sought.

7. Implementation Details

Location (Where): 7 Fire Engines and Truck 21

Implemented By: Fire Department

Vetted by Local Expert:

---

8. Community Impact

Who Benefits: Vallejo Citizens

Estimated Number of People Impacted: Anyone one who calls 911 for a medical emergency

Demographic Impacted: All demographics

Related Council Requests: This is in line with the Council goal to increase public safety

Relevant Commissions Involved: No commissions are involved

Jul 30, 2025 4:07 PM, 1366758647

Contract and Routing Form

26FD030

Date Originated:

Finance Department · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4592

Department: Fire Department,
Staff Contact: Nastassia Santos, nastassia.santos@cityofvallejo.net
Contract Type: Other: Master Agreement
Vendor: Zoll Medical Corporation

Contract Not to Exceed Amount: 935500.00
Contract Start Date: Jul 30, 2025 **End Date:** Dec 31, 2034

Authority to Contract: City Manager

Attachments are uploaded for review here: https://bit.ly/vContracts

Approved Pre-Requisition Form

I have uploaded additional files.No

Docusign Envelope ID: C45320BE-44DB-4FE0-B2F7-2F54FF78C414

Contract and Routing Form

Signature Page

Department	Initial	Date	Comment
Originating Department/Division	Initial	8/5/2025	
Risk Manager	DS	8/6/2025	
City Attorney's Office	DS	8/8/2025	
Department Head	Initial	8/9/2025	
Finance Department	DS	8/11/2025	
City Manager	Initial	8/11/2025	
City Clerk	DS	8/12/2025	

Return executed contract to: Nastassia Santos

Pre-Requisition Form

Finance Department · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4592

Department: Fire Department,
Staff Contact: Nastassia Santos, nastassia.santos@cityofvallejo.net
Vendor: Zoll Medical Corporation **W-9 Uploaded:** Yes
Term: Purchase this FY
Anticipated Purchase Date: Jul 30, 2025

Anticipated Contract Type: Other: Master Agreement
Purchasing Authority: City Manager
Total Projected Expenditure: 500000.00
Anticipated Account Number 0052301-5036020
Multiple Project Numbers? **Multiple Account Numbers?** No, just one

Description of Proposed Purchase:
ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of X Series® and X Series Advanced Defibrillators for the EMS Market. ZOLL® or Kimberly Tanner, Senior Account Executive, will not sell an X Series® and X Series Advanced Defibrillator to Vallejo Fire Dept, through any vendor or dealer and no vendor or dealer is authorized to provide warranty or service.
I have reviewed the city-wide contracts, expenditure and encumbrance reports to comply with the VMC.
This is a new/inactive vendor and I am working to take an action to the City Council because it will exceed the cap of $100,000 in a single FY.
Competitive Process: I have completed a Formal Bid Process and I have received written quotes
Winning Quote Uploaded: Yes

Explanation for Vendor Selection:
ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of X Series® and X Series Advanced Defibrillators for the EMS Market. ZOLL® or Kimberly Tanner, Senior Account Executive, will not sell an X Series® and X Series Advanced Defibrillator to Vallejo Fire Dept, through any vendor or dealer and no vendor or dealer is authorized to provide warranty or service.

Uploaded documents available for review https://bit.ly/vPreReqs.
WarrantyNot sure

Docusign Envelope ID: C45320BE-44DB-4FE0-B2F7-2F54FF78C414

Project EstimateYes

Winning Bid/Quote/ProposalYes
Other Bid/Quote/ProposalYes

W-9Yes

Docusign Envelope ID: C45320BE-44DB-4FE0-B2F7-2F54FF78C414

Pre-Requisition Signature Section

Department	Comment

Delegated Signee: Arthur Gonzales
Title: Interim Fire Chief
E-mail: nastassia.santos@cityofvallejo.net

07/30/2025

Signature *Date*

Route Final HTE PO to City Clerk for Contract Log

Docusign Envelope ID: C45320BE-44DB-4FE0-B2F7-2F54FF78C414

RESOLUTION NO. 25-044 N.C.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING A 10-YEAR LEASE AGREEMENT WITH ZOLL ONE FOR THE ACQUISITION OF 10 ZOLL X-SERIES CARDIAC MONITORS/DEFIBRILLATORS IN THE AMOUNT OF $935,415.79 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the Vallejo Fire Department (VFD) provides critical emergency medical services (EMS) to the residents of Vallejo and surrounding areas, and one of the most vital tools utilized by EMS personnel is the automatic external defibrillator (AED); and

WHEREAS, the current fleet of AEDs used by the VFD is outdated, with the equipment reaching the end of its service life after over eleven years of usage, and does not meet current technological standards required for optimal patient care; and

WHEREAS, the industry standard for the service life of such equipment is typically between five to seven years, and the existing equipment is no longer sufficient to meet the needs of the department; and

WHEREAS, after careful evaluation of available options, the Zoll X-Series Defibrillators have been identified as the most suitable and cost-effective solution to meet the VFD's needs, providing superior performance, enhanced features, and advanced capabilities; and

WHEREAS, the Zoll X-Series Defibrillators include advanced features such as real-time CPR feedback, integrated Wi-Fi for patient data transmission, advanced ECG capabilities, and a compact, durable design, all of which will enhance patient care, improve EMS operations, and contribute to higher survival rates; and

WHEREAS, the City of Vallejo has determined that a 10-year lease with Zoll One for the acquisition of these state-of-the-art defibrillators provides significant financial flexibility, operational benefits, and ensures ongoing maintenance and support; and

WHEREAS, the lease terms include a down payment of $500,000 appropriated from Measure P funds, which was recommended for approval on July 16, 2024 by the Measure P Committee. Thereafter, annual payments of $43,541.58, to be paid from the regular fire department budget on an annual basis for a total lease amount of $935,415.79 over the term of the agreement, with full maintenance and support for the duration of the lease; and

WHEREAS, leasing this equipment provides financial flexibility by spreading the cost of the defibrillators over a decade, while maintaining the ability to upgrade to newer technology at the end of the lease term, without the immediate burden of a large capital expenditure.

NOW THEREFORE BE IT RESOLVED that the City Council authorizes the City Manager to execute a 10-year lease agreement with Zoll One for the lease of 10 Zoll X-Series Cardiac Monitors/Defibrillators, with a total lease cost of $935,415.79, including down payment and

Docusign Envelope ID: C45320BE-44DB-4FE0-B2F7-2F54FF78C414

annual payments, to support the Vallejo Fire Department's emergency medical services operations.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute said Agreement, with any modifications recommended by the City Attorney and the City Manager.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VALLEJO at a regular meeting held on April 22, 2025, with the following vote:

AYES:	Mayor Sorce, Vice Mayor Bregenzer Councilmembers Gordon, Lediju, Matias, Matulac and Palmares
NOES:	None
ABSENT:	None
ABSTAIN:	None

Signed by:
Andrea Sorce
3AA96B193FE74A8...
ANDREA SORCE, MAYOR

ATTEST:

DocuSigned by:
Dawn G. Abrahamson
1488DDA6895D425...
DAWN G. ABRAHAMSON, CITY CLERK

Docusign Envelope ID: C45320BE-44DB-4FE0-B2F7-2F54FF78C414

Agreement ZO02351598

Approved as to form:
By: Houston Jackson for
Veronica A.F. Nebb
City Attorney

ZOLL ONE PROGRAM
MASTER AGREEMENT

This ZOLL ONE PROGRAM MASTER AGREEMENT, including all attachments attached hereto and hereby made a part hereof ("Master Agreement"), is entered into by and between ZOLL Medical Corporation, a Massachusetts corporation with its principal place of business at 269 Mill Road, Chelmsford, MA 01824 ("Lessor"), and the City of Vallejo with offices at 555 Santa Clara St. Vallejo, CA 94590 ("Lessee"). This agreement will be effective upon the date of last signature ("Effective Date").

1. MASTER AGREEMENT; SCHEDULES. Lessor hereby leases to Lessee and Lessee leases from Lessor the equipment ("Equipment") described in any Equipment Schedule executed from time to time by Lessor and Lessee, the form of which is attached as Exhibit A hereto (the "Schedule" or "Schedules"), upon the terms and conditions set forth in this Master Agreement and the Schedules. In addition to leasing the Equipment, (i) if RescueNet® CaseReview is included in the applicable quote, then Lessor will also provide Lessee with RescueNet® CaseReview pursuant to the terms and conditions of the ALS/BLS Software Solutions Master Application Service Provider Agreement attached as Exhibit B hereto (the "ASP Agreement"), otherwise Exhibit B does not apply to this Master Agreement, and (ii) if the Worry Free Service Plan ("Service Plan") is included in the associated quote, then Lessor will also provide Lessee with Service Plan pursuant to the terms and conditions of the Service Plan attached as Exhibit C hereto, otherwise, the Exhibit C does not apply to this Master Agreement. In the event of any conflict between the terms and conditions contained in this Master Agreement and the terms and conditions contained in the ASP Agreement, the terms and conditions in Exhibit B shall control.

2. TERM. The term is this Master Agreement ("Term") begins on the effective date of the first Schedule incorporating this Master Agreement and continues until terminated. The term of each Schedule begins on the effective date of such Schedule and ends on the termination date of such Schedule. ("Rental Term"). However, no termination by the Lessee of this Master Agreement shall be effective with respect to any Schedule until the expiration or termination of such Schedule and the satisfaction by Lessee of all of its obligations hereunder with respect thereto.

3. RENT; LATE CHARGES. As rent for the Equipment, Lessee agrees to pay the amounts specified in the applicable Schedule on the due dates specified therein ("Rent"). If any part of any Rent payment or other amount due under this Master Agreement is not paid within five (5) days of its due date, Lessee agrees to pay Lessor a charge for every month after the first month in which the amount is late to compensate Lessor for the inability to reinvest the amount, which charge is stipulated and liquidated at 1.5% of the delayed amount per month (or the lesser rate that is the maximum rate allowable under applicable law) in addition to the unpaid amount.

4. NON-CANCELABLE; WAIVER OF DEFENSES TO PAYMENT. Lessee acknowledges that it is receiving special pricing on the Equipment in exchange for its commitment to pay Rent for the entire Rental Term of each Schedule. Lessee agrees that it has an absolute and unconditional obligation to pay all Rent and other amounts when due. Lessee is not entitled to abate, reduce or recoup Rent or any other amount due, or to set off any charge against any such amount for any reason whatsoever. Lessee hereby waives any recoupment, crossclaim, counterclaim, or any other defense at law or in equity to any Rent payment, whether any such defense arises out of this Master Agreement. There is no "test period" for Equipment that would delay acceptance or the commencement of any Schedule term.

5. EQUIPMENT RETURN REQUIREMENTS. Upon expiration or earlier termination of this Master Agreement or an applicable Schedule, Lessee shall either (a) return the Equipment in accordance with this Section or (b) purchase the Equipment at the Fair Market Value as set forth in Section 8, in which case right, title and interest shall transfer to Lessee upon payment. In the event Lessee elects to return the Equipment to Lessor, such return must be made within sixty (60) days of the end of the applicable Rental Term or promptly upon Lessee receiving replacement Equipment, whichever occurs first. If Lessee fails to return Equipment to Lessor under the terms set forth in this section, then Lessee shall pay two times (2x) the monthly fee until the Equipment is received by Lessor. For all Equipment returned to Lessor, Lessee shall (a) remove any Lessee labels, tags or other non-factory markings on the Equipment and wipe clean or permanently delete all data contained on the Equipment, including, any data contained on internal or external drives, discs, or accompanying media, (b) pack the Equipment in accordance with the Lessor's guidelines, and (c) deliver such Equipment to Lessor at any destination within the continental United States designated by Lessor. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. All Equipment shall be returned to Lessor in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted. The return of the Equipment shall constitute a full release by Lessee of any leasehold rights or possessory interest in the Equipment.

6. EQUIPMENT USE; MAINTENANCE AND ADDITIONS. Lessee shall, at all times during the applicable Rental Term (a) operate and maintain the Equipment in good working order, repair and condition, and in accordance with the manufacturer's specifications and recommendations and, all applicable laws and regulations, and (b) purchase and use only accessories provided by Lessor for use with the Equipment. Lessee shall make no alterations or additions to the Equipment, except those that will not result in the creation of any security interest, lien or encumbrance on the Equipment or impair the value or use of the Equipment either at the time made or at the end of the Rental Term of the applicable Schedule, and that are readily removable without damage to the Equipment. Any such alterations or additions may void the Worry-Free Service Plan. Additionally, Lessor shall not be responsible for any Equipment defect or failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Lessee without prior written approval of Lessor; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by Lessor; (iii) any misuse or abuse of the Equipment: (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by

Lessor; or (v) installation or wiring of the Equipment other than in accordance with Lessor's instructions. LESSOR'S OBLIGATIONS DURING THE TERM WITH RESPECT TO THE EQUIPMENT ARE LIMITED TO THOSE DESCRIBED IN THE SERVICE PLAN. LESSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT.

7. EQUIPMENT OWNERSHIP; LOCATION. Lessor is the sole owner of the Equipment and has sole title thereto. Lessee may not relocate any Equipment from the Equipment location specified in the applicable Schedule without the prior written consent of Lessor.

8. RISK OF LOSS AND INSURANCE. Subject to Lessor's obligations under the Service Plan, Lessee assumes any and all risk of loss or damage to the Equipment until such Equipment is returned to and received by Lessor in accordance with the terms and conditions of this Master Agreement. Lessee agrees to keep the Equipment insured at Lessee's expense against all risks of loss from any cause whatsoever, including, without limitation, loss by fire (including extended coverage), theft and damage, in an amount not less than (a) the sum of all Rent and other amounts due and owing with respect to such Equipment for the duration of the applicable Rental Term, plus the estimated total retail price that would be paid for such Equipment in an arm's length transaction ("Fair Market Value") as of the actual date the Schedule expires or is terminated, as applicable ("Stipulated Loss Value") or (b) with respect to any other Equipment, the replacement value thereof. Lessee also agrees that it shall carry commercial general liability insurance in an amount not less than $5,000,000 total liability per occurrence. Lessee shall cause Lessor and its affiliates, and its and their successors and assigns, to be named loss payees with respect to property insurance and additional insureds with respect to commercial general liability insurance. Each policy shall provide that the insurance cannot be canceled without at least thirty (30) days' prior written notice to Lessor. In the event of loss or claim, Lessee will be responsible for all deductibles and/or retentions. All insurance required by this Master Agreement shall include a waiver of rights of recovery against Lessor and its insurers by the Lessee and its insurers, as well as a waiver of subrogation against Lessor and its insurers. All insurance required by this Master Agreement is primary and non-contributory to any other insurance maintained by Lessor. Lessee shall provide to Lessor (i) on or prior to the delivery date for each Schedule ("Delivery Date"), and from time to time thereafter throughout the Rental Term of each Schedule, certificates of insurance evidencing such insurance coverage, and (ii) upon Lessor's request, copies of the insurance policies. If Lessee fails to provide Lessor with such evidence, then Lessor will have the right, but not the obligation, to purchase such insurance protecting Lessor at Lessee's expense. Lessee's expense shall include the full premium paid for such insurance and any customary charges, costs or fees of Lessor, including but not limited to deductibles and retentions in the event of loss. Lessee agrees to pay such amounts in substantially equal installments allocated to each Rent payment.

9. CASUALTY LOSS. Lessee shall notify Lessor of any condemnation, taking, loss, destruction, theft or damage beyond repair of Equipment ("Casualty Loss") or repairable damage to any Equipment not later than five (5) days following the date of any such occurrence. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss. In the event of any repairable damage to any Equipment, the Rental Term shall continue with respect to such Equipment without any abatement of Rent and Lessee shall at its expense cause such Equipment to be repaired to the condition it is required to be maintained in pursuant to Section 5 not later than thirty (30) days from the date of the occurrence.

10. INSPECTION. Lessor and Lessor's agents shall have the right, from time to time, with prior notice to Lessee, during Lessee's normal business hours, and without disruption to Lessee's operations, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment.

11. TAXES. Lessor shall report and pay all license and registration fees and all taxes, fees, levies, imposts, duties, assessments, charges and withholdings of any similar nature, however designated (including, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) ("Taxes") now or hereafter imposed or assessed by governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Schedule, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be reported and paid by Lessee ("Lessee Taxes"). Lessee shall within ten (10) days of receipt of invoice reimburse Lessor for all such Lessee Taxes paid by Lessor, together with any penalties or interest in connection therewith attributable to Lessee's acts or failure to act, excluding: (a) Lessee Taxes on or measured by the overall gross or net income of Lessor, (b) as to any Schedule or the related Equipment, Lessee Taxes attributable to the period after the return of such Equipment to Lessor, and (c) Lessee Taxes imposed as a result of a sale or other transfer by Lessor of any portion of its interest in any Schedule or in any Equipment, except for a sale or other transfer to Lessee or a sale or other transfer occurring after and during the continuance of any Lessee Default.

12. GENERAL INDEMNITY. To the extent permitted by applicable law, Lessee shall indemnify, defend, and hold harmless Lessor, its employees, officers, directors, agents and assignees from and against any and all claims arising out of or in connection with the use of the Equipment (except to the extent that such claims are caused by a defect in the Equipment).

12.1. LESSOR INDEMNITY. Lessor shall indemnify Lessee and its affiliates, officers, directors, agents and employees against any third party claims for damages, including reasonable attorneys' fees (each a "Claim"), to the extent directly caused by a defect of the applicable Equipment provided under this Master Agreement, except those Claims caused by the Lessee or otherwise arising out of or attributed, directly or indirectly, to the conduct, operations or performance of the Lessee; provided, that, any such indemnity obligation herein shall be conditioned on the Lessee (a) performing and satisfying all of its duties and obligations hereunder, (b) giving prompt advanced written notice to Lessor of the commencement or assertion of a Claim of which notice shall state, to the extent known to the Lessee, the basis on which the Claim is made, the facts giving rise to or the alleged basis of the Claim, and include a copy of the document by or in which the Claim is commenced or asserted, (c) reasonably cooperate with

the Lessor in the defense of any Claim, and (d) grant Lessor sole control over the defense, negotiation and settlement of the Claim with counsel of its own choosing; the Lessee shall be entitled to participate, at its own expense, in the defense of the Claim, provided that Lessee shall not be entitled to control the defense or negotiations for a settlement or compromise of the Claim. Lessor shall not be responsible for any settlement of a Claim that it has not approved in writing.

13. TAX BENEFIT INDEMNITY. Lessor and Lessee agree that Lessor is entitled to certain federal, state and local depreciation tax benefits available to an owner of Equipment (collectively, "Tax Benefits"). Lessee represents that (a) all Equipment will be used solely within the United States; and (b) Lessee will take no position inconsistent with the assumption that Lessor is the owner of the Equipment for federal, state, and local tax purposes. If, due to any act or omission of Lessee or any party acting through Lessee, t, Lessor reasonably determines that it cannot claim, is not allowed to claim, loses or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Schedule directly due to actions of the Lessee (a "Tax Loss"), then Lessee shall be responsible for the amount sufficient to provide Lessor the same Tax Benefits.

14. LIMITATION OF LIABILITY. LESSEE EXPRESSLY AGREES THAT LESSOR SHALL NOT BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER; DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; LOSS OF PROFITS OR REVENUE; LOSS OF USE OF LESSEE'S MATERIAL, EQUIPMENT OR SYSTEMS; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, OR CLAIMS OF CUSTOMERS OF LESSEE. LESSEE EXPRESSLY AGREES THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND THAT UNDER NO CIRCUMSTANCES, EXCEPT FOR CLAIMS RELATED TO PERSONAL INJURIES OR DEATH,OR THIRD-PARTY PROPERTY DAMAGE SHALL THE TOTAL AGGREGATE LIABILITY OF LESSOR UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE GREATER OF THE TOTAL AMOUNT PAID TO LESSOR UNDER THIS MASTER AGREEMENT OR ONE HUNDRED THOUSAND DOLLARS ($100,00). THE PROVISIONS OF THIS SECTION SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS MASTER AGREEMENT.

15. LESSEE REPRESENTATIONS AND COVENANTS. Lessee represents, warrants and covenants to Lessor that as of the date of this Master Agreement and for so long as this Master Agreement shall remain in effect: (a) all Equipment will be used by properly trained representatives of Lessee; (b) Lessee is duly organized and validly existing under applicable law in its jurisdiction of formation; (c) Lessee has the power and authority to enter into this Master Agreement; (d) the execution, delivery and performance of the Master Agreement by Lessee have been duly authorized; (e) the execution, delivery and performance of the Master Agreement by Lessee do not (1) conflict with any of Lessee's organizational documents, (2) contravene, conflict with, constitute a default under or violate any laws applicable to the Lessee, (3) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any governmental authority by which Lessee or any of its subsidiaries or any of their property or assets may be bound or affected or (4) require any action by, filing, registration, or qualification with, or governmental approval from, any governmental authority not already obtained or completed; (f) the Master Agreement is enforceable against Lessee in accordance with its terms and such terms do not violate or create a default under any instrument or agreement binding on Lessee; (g) as of the date of its execution of this Master Agreement and as of the Delivery Date of any Equipment, there are no pending or threatened actions or proceedings before any court, administrative agency or other governmental authority related to this Master Agreement or the power or authority of Lessee to enter into this Master Agreement; (h) Lessee shall comply with the requirements of all applicable laws and regulations; (i) the Master Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (j) all financial statements and other related information furnished by Lessee shall fairly present Lessee's financial position as of the dates given on such statements; (k) Lessee's name set forth in the signature block below is Lessee's full and accurate legal name; (l) Lessee's form and jurisdiction of organization, "location" (within the meaning of UCC Section 9-307), organization number and federal tax identification number are as set forth on Exhibit D hereto. Lessee agrees to provide Lessor advance written notice of any change in any of the representations and covenants set forth in clauses (g) through (l) of this Section 15.

16. FORCE MAJEURE. If the performance of any obligation under this Agreement by Lessor is prevented, restricted, or interfered with by reason of war, civil commotion, disruption in the supply chain, acts of public enemies, blockade, embargo, strikes, any law, order, proclamation, regulation, ordinance, demand, or requirement having a legal effect of any government or any judicial authority or representative of any such government, which is beyond the reasonable control of the Lessor, then the Lessor shall, upon giving prior written notice to the Lessee, be excused from such performance to the extent of such prevention, restriction, or interference, provided that the Lessor shall use reasonable commercial efforts to avoid or remove such causes of non-performance and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. The Lessor shall not be in default if any delay or failure to perform any obligation hereunder is caused by events beyond such party's control.

17. LESSEE DEFAULT. Any of the following shall constitute a default by Lessee under this Master Agreement and all Schedules: (a) Lessee fails to pay any Rent payment or any other amount payable to Lessor under this Master Agreement or any Schedule on the date due; or (b) Lessee defaults on or breaches any of the other terms and conditions of the Master Agreement or any Schedules; or (c) any representation or warranty made by Lessee in the Master Agreement proves to be incorrect, false or misleading when made or deemed made; or (d) any change occurs in relation to the business, management, ownership or financial condition of Lessee or any guarantor of all or any portion of Lessee's obligations under the Master Agreement or any Schedule ("Guarantor") that would have a material adverse effect on Lessee's ability to perform its obligations under this Master Agreement or any Schedule or Guarantor's ability to perform its obligations under its guaranty; or (e) Lessee or Guarantor dissolves or otherwise terminates its existence, ceases to do business or becomes insolvent or fails generally to pay its debts as they become due; or (f) any Equipment is levied against, seized or attached; or (g) Lessee or Guarantor makes an assignment for the benefit of creditors; or (h) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency

or receivership law is filed by or against Lessee or Guarantor (and, if such proceeding is involuntary, it is not dismissed within sixty (60) days after the filing thereof) or Lessee or Guarantor takes any action to authorize any of the foregoing matters; or (i) any letter of credit or guaranty issued in support of a Schedule is revoked, breached, cancelled or terminated (unless consented to in advance in writing by Lessor); or (j) any Guarantor fails to fulfill its obligations in favor of Lessor pursuant to its guaranty; or (k) Lessee merges or consolidates with any other corporation or entity, or sells, rents or disposes of all or substantially all of its assets without the prior written consent of Lessor (each a "Lessee Default").

18. LESSOR REMEDIES. If a Lessee Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare all amounts due and to become due in the current year under any or all Schedules to be immediately due and payable; (b) terminate this Master Agreement or any Schedule; (c) take possession of, or render unusable, any Equipment wherever such Equipment may be located, without demand or notice and without any court order or other process of law, and no such action shall constitute a termination of any Schedule; (d) require Lessee to deliver the Equipment to a location specified by Lessor or allow Lessor access to retrieve such Equipment; (e) terminate any other agreement that Lessor may have with Lessee; or (f) exercise any other right or remedy available to Lessor at law or in equity. To the extent permitted by law, Lessee shall pay Lessor all costs and expenses that Lessor may incur to maintain, safeguard or preserve the Equipment, and other expenses incurred by Lessor in enforcing any of the terms, conditions or provisions of this Master Agreement (including legal fees and collection agency costs). Upon repossession or surrender of any Equipment, Lessor may rent, sell or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof to the amounts owed to Lessor hereunder. Any proceeds of any sale or rent of such Equipment in excess of the amounts owed to Lessor hereunder shall be retained by Lessor. Lessee agrees that with respect to any notice of a sale required by law to be given, ten (10) days' notice shall constitute reasonable notice. Upon payment of all past due Rent and the Stipulated Loss Value together with interest at the rate of 1.5% per month (or such lesser rate as is the maximum rate allowable under applicable law) from the date declared due until paid, Lessor will transfer to Lessee all of Lessor's interest in the Equipment for which such Rent and Stipulated Loss Value has been paid, which transfer shall be on an "AS IS, WHERE IS" basis, without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment, Lessee acknowledges and agrees as follows: (1) Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment for disposition, (2) Lessor may comply with any applicable state or Federal law requirements in connection with any disposition of the Equipment, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition, and (3) Lessor may convey the Equipment on an "AS IS, WHERE IS" basis, and without limiting the generality of the foregoing, may specifically exclude or disclaim any and all warranties, including any warranty of title or the like with respect to the disposition of the Equipment, and no such conveyance or such exclusion or such disclaimer of any warranty shall be deemed to have adversely affected the commercial reasonableness of any such disposition. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be enforced concurrently or separately from time to time.

19. TRUE LEASE; SECURITY INTEREST. LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES OTHERWISE GRANTED TO LESSEE BY UCC §§2A-508 THROUGH 2A-522 AS DEEMED APPLICABLE. If and to the extent that this Master Agreement is deemed a security agreement, Lessee hereby grants to Lessor, its successors and assigns, a security interest in all of Lessee's rights under and interest in the Equipment, all additions to the Equipment, and all proceeds of the foregoing. Such security interest secures all obligations owing by Lessee to Lessor. Lessee authorizes Lessor and any assignee of all or any portion of Lessor's interest in the Master Agreement ("Assignee") to file UCC financing statements disclosing Lessor's or Assignee's interest in the Equipment and in any "Additional Collateral" set forth in any Schedule. Lessee shall provide Lessor with at least forty-five (45) days' prior written notice of any change to Lessee's principal place of business, organization or incorporation.

20. ASSIGNMENT. Lessee shall not transfer, sublease, or assign any of its rights or obligations under the Master Agreement or any schedule.

21. TERMINATION. The Lessor may terminate this Agreement or any Schedule with thirty (30) days' prior written notice, if the Lessee fails to meet its obligations under this Agreement or any Schedule, such as failure to make payments when due. The thirty (30) day period following the written notice shall serve as cure period and if such failure of Lessee to meet its obligations is not cured during this time, then this Agreement or any applicable Schedule shall be immediately terminated pursuant to Sections 4 and 5 of this Agreement.

22. NOTICES. All notices required or permitted to be given under this Master Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed via certified mail or a nationally recognized overnight courier service to the respective addresses set forth on Exhibit D hereto (or such other address or fax number as either party shall so notify the other).

23. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL. This Master Agreement and each Schedule shall be governed by the internal laws (as opposed to conflicts of law provisions) of the State of California. Lessor and Lessee consent to the jurisdiction of any local, state or Federal court located within the State of California and waive any objection relating to improper venue or forum non-conveniens to the conduct of any proceeding in any such court. Lessee and lessor hereby expressly waive its right to a jury trial with respect to any action in connection with this Master Agreement.

24. CREDIT REVIEW AND ASSURANCES. Lessee consents to credit reviews by Lessor. Lessee agrees to promptly execute and deliver to Lessor such further documents and take such further action as Lessor may reasonably request in order to carry out the intent and purpose of this Master Agreement more effectively. Without limiting the generality of the foregoing, Lessee agrees (i) to furnish to Lessor from time to time, its certified financial statements, officer's certificates and appropriate resolutions, opinions of counsel and such other information and documents as Lessor may reasonably request, and (ii) to execute and timely deliver to Lessor any documents

that Lessor deems reasonably necessary under applicable law to perfect or protect Lessor's security interest in the Equipment or to evidence Lessor's ownership interest therein as the case may be; provided, however, that Lessee authorizes Lessor to file any such financing statement or any amendment or continuation thereof or other document without Lessee's authentication to the extent permitted by applicable law; provided, however, Lessor agrees to file a release or termination of any such financing statement within thirty (30) days after the end of the total term for such Equipment. It is also agreed that Lessor or Lessor's agent may, and is hereby authorized to, file as a financing statement, any rent document (or copy thereof, where permitted by law) that Lessor deems appropriate to perfect or protect Lessor's security interest in the Equipment or to evidence Lessor's ownership interest therein, at Lessor's cost and expense; provided, however, Lessor agrees to file a release or termination with respect to such financing statement or rent document within thirty (30) days after the end of the total term for such Equipment.

25. ENTIRE AGREEMENT; AMENDMENTS. This Master Agreement and all attachments including all Schedules together constitute the entire agreement between Lessor and Lessee relating to the leasing of the Equipment, and supersedes all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.

26. NO WAIVER. Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.

27. INVALIDITY. If any provision of this Master Agreement shall be prohibited by or invalid under law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Agreement and any such Schedule.

28. COUNTERPARTS. This Master Agreement may be executed in counterparts, and, when so executed, each counterpart shall be deemed to be an original and such counterparts together shall constitute one and same instrument. The original of each Schedule shall constitute chattel paper for purposes of the UCC. If there are multiple originals of a Schedule, the one marked "Lessor's Copy" or words of similar import shall constitute the only chattel paper.

29. SURVIVAL. All obligations of Lessee to make payments to, or to indemnify, Lessor and all rights of Lessor shall survive the cancellation or termination of this Master Agreement.

30. NON-APPROPRIATION. If Lessee is a state and/or a local government, Lessee represents that it has funds available to pay Rent until the end of its then-current appropriation period, and that Lessee intends to request funds to make payments in each appropriation period from now until the end of the Rental Term. If either sufficient funds are not appropriated to make payments or any other amounts due under a Schedule (to the extent required by applicable law) is not renewed either automatically or by mutual ratification, the Schedule shall terminate and Lessee shall not be obligated to make payments under this Master Agreement or the Lease beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which payments have been appropriated or the term of this Lease has been renewed, deliver possession of the Equipment to Lessor in accordance with the provisions set forth in Section 5 of this Agreement with the exception that Equipment shall be returned within fourteen (14) days.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Master Agreement on the dates specified below.

LESSEE: City of Vallejo

Signed by:

By: _____
0F60CAE6778840F...

Name: Andrew Murray

Title: City Manager

Date: 8/11/2025

LESSOR: ZOLL MEDICAL CORPORATION

DocuSigned by:

By: _____
AE8AF68D279942D

Name: Pamela Thornton

Title: Group Vice President North America EMS Sales

Date: Aug 4, 2025

Docusign Envelope ID: C45320BE-44DB-4FE0-B2F7-2F54FF78C414

EXHIBIT A

FORM OF EQUIPMENT SCHEDULE

Internal Reference Number: Q-99792 Version: 2

MASTER AGREEMENT SCHEDULE – No. 1

ZOLL Medical Corporation ("Lessor") and the City of Vallejo ("Lessee") are parties to the Master Agreement. This Master Agreement Schedule (which shall be identified by the Counterpart Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE SCHEDULE.

A. Description of Items of Leased Equipment are listed in Exhibit 1 hereto.

B. Rental Term: 120 Months

2. Rent Amount: **$43,541.58 / Annually starting Net 30 days (excluding any applicable taxes) - Customer providing $500,000.00 down payment**

Amount is payable: **Annually**

Lessee shall pay Lessor the Rent payment specified above for the length of the Rental Term within thirty (30) days after the delivery of the Equipment and monthly, quarterly or annually as set forth above, thereafter on the same date or on the last day of the calendar month if the month does not contain the same Delivery Date.

As used herein, "Replacement Period" shall mean the first 60 months of the Rental Term. Prior to the expiration of the Replacement Period, Lessee shall have the option to elect a one-time replacement of all the Equipment in a category. The replacement devices will be of the same configuration, in new condition and will be the same or newer platform. For example, if Lessee has leased ten defibrillators and ten ventilators, Lessee may elect to replace all ten defibrillators and all ten ventilators, all ten defibrillators and no ventilators or no defibrillators and all ten ventilators, but Lessee shall not be permitted to replace five defibrillators and/or five ventilators. If Lessee replaces Equipment, a second allotment of accessories and disposables will be provided, in the same quantity as the original Schedule, within ninety (90) days of the end of the Replacement Period. If accessories or disposables are not on the original quote and applicable Schedule, then the Lessee shall be financially responsible for new accessories and/or disposables.

For subsequent Equipment Schedules placed for new orders under the Master Agreement ("Subsequent Schedules"), the Replacement Period for such Subsequent Schedules will be adjusted to align with the end of the Replacement Period for the first Master Agreement Schedule. For example, if the Rental Term of the first Schedule is from 01/2025 to 12/2034, then the Replacement Period for such Schedule would expire on 12/2029. If a Subsequent Schedule is entered into with a Rental Term from 05/2027 to 12/2034 because it would be coterminous with the Master Agreement and the Replacement Period for such Subsequent Schedule would still expire on 12/2029 (i.e., the Replacement Period expiration date aligns with the first Schedule). No Subsequent Schedules shall be granted under the Master Agreement after the Replacement Period ends.

3. LEASE PACKAGE:
Lessee will return the Equipment under this program as set forth in Section 5 of the Master Agreement at the expiration or earlier termination of the Rental Term, whichever occurs first.

4. EQUIPMENT LOCATION(S):

1. _____

2. _____

3. _____

4. _____

5. LESSEE'S END-OF-LEASE-TERM.

Fair Market Value. This program package is structured as a Fair Market Value agreement. Upon expiration of the Rental Term, provided that the associated Schedule has not been terminated early by Lessor or Lessee is in accordance with the terms set forth in the Master Agreement, Lessee may purchase all (but not less than all) of the Equipment, for the Fair Market Value as set forth in Section 8 of the Master Agreement (plus all applicable Taxes), which amount shall be due and payable on or before the last day of the applicable Rental Term. If the Lessee fails to return the Equipment, Lessee shall be liable to return the Equipment in accordance with Section 5 of the Master Agreement. In the event Lessor and Lessee are unable to agree on the Fair Market Value of any Equipment, Lessor may (a) select an independent appraiser in its sole discretion to conclusively determine such amount with the cost of the appraiser paid by Lessor or (b) terminate the Schedule and request Lessee to return Equipment in accordance with Section 5 of the Master Agreement.

6. ADDITIONAL SCHEDULE INSTRUCTIONS.

- **Down Payment Amount - $500,000.00**

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN ATTACHMENT 1 OF THIS SCHEDULE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Master Agreement Schedule on the dates specified below.

LESSEE: City of Vallejo

By: Signed by: 0F60CAE6778840F...

Name: Andrew Murray

Title: City Manager

Date: 8/11/2025

LESSOR: ZOLL MEDICAL CORPORATION

By: DocuSigned by: AE8AF68D279942D...

Name: Pamela Thornton

Title: Group Vice President North America EMS Sales

Date: Aug 4, 2025

ATTACHMENT 1 OF SCHEDULE

EQUIPMENT LIST

Item	Part Number	Description	Quantity
1	601-2231112-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View	10
2	8900-0400	CPR Stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case	10
3	8300-000676	OneStep Cable, X Series	10
4	8900-000220-01	OneStep Pediatric CPR Electrode (8 per case)	10
5	8300-000208	Microstream Advance Adult-Pediatric Intubated CO2 Filter Line, Short Term Use, Box of 25	1
6	8300-000200	Microstream Advance Adult Oral-Nasal CO2 Filter Line With O2 Tubing, Short Term Use, Box of 25	1
7	8000-001128	Accuvent Flow Tube (Box of 10)	10
8	REUSE-13-2MQ	Welch Allyn REUSE-13-2MQ Cuff, Thigh, 2-Tube, Twist Lock connector	10
9	REUSE-12-2MQ	Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist Lock connector	10
10	REUSE-10-2MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist Lock connector	10
11	8000-000151	RD Rainbow SET MD20-04 EMS Patient Cable, 4ft	10
12	8000-000862	LNCS-II Rainbow DCI 8λ SpCO Adult Sensor, 3ft	10
13	8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	20
14	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	8
15	8000-000393-01	X Series Carry Case, Premium	10
16	8778-890055-ZOD	Professional Defibrillators/Monitors - ZOLLONE - Worry-Free Service Plan - 5 Years On-Site At Time of Sale	10
17	8400-110045	CaseReview Premium Subscription, R Series and X Series, Hosted	10
18	8009-0020	CPR-D-padz and CPR Stat Padz Connector	10
19	7800-0414-61	LP 15 12-Lead Version 4 Trade In Allowance	10

EXHIBIT B

ALS/BLS Software Solutions Master Application Service Provider Agreement

(This EXHIBIT B only applies if RescueNet® CaseReview is included in the applicable quote)

1. Schedules. Lessor shall provide to Lessee the ASP Services, Implementation Services and Support Services identified in any Schedule under the ZOLL One Program Master Agreement ("Master Agreement") in accordance with the terms of this ALS/BLS Software Solutions Master Application ("ASP Agreement"). ASP Services are further defined in Section 2. Implementation Services are further defined in Section 3. Support Services are further defined in Section 4. The ASP Services, Implementation Services, and Support Services are each, and are collectively, "**Services**." The terms and conditions set forth in this ASP Agreement shall only apply to Equipment leased under the associated Schedule and the Master Agreement. For the sake of clarity, these terms and conditions do not apply to any Lessor patient care reporting software, which would be purchased under a separate agreement.

2. ASP Services. "ASP Services" means the hosting and maintenance of Lessor software, as modified, updated, and enhanced (the "**Underlying Software**"), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by Lessor to Lessee (the "**Lessor Site**") in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by Lessor (the "**Documentation**"), as listed in any Schedule for such services and before that Schedule has expired or been terminated in accordance with the Master Agreement. Lessee acknowledges that the ASP Services are only compatible with Lessor equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

2.1. Provision of ASP Services. Subject to the terms and conditions of the Master Agreement, Lessor will use commercially reasonable efforts to make the ASP Services available to Lessee and Lessee's employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Lessee and registered through the Lessor Site for such use ("**Registered Users**") through the Lessor Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Lessee, not Lessor, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Lessee acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by Lessor, or a Lessor affiliate or a third party, or any combination of such facilities, as determined by Lessor. Lessee acknowledges that Lessor may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, Lessor will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Lessee, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. Lessor will use commercially reasonable efforts to notify Lessee within a reasonable period of time prior to the implementation of such changes so that Lessee is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Lessee's use of them. Notwithstanding anything to the contrary in the Master Lessor may cease providing any ASP Services upon at least six months advance notice to Lessee.

2.2. Access Software. Subject to the terms and conditions of this ASP Agreement, Lessor grants to Lessee, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the Lessor software that Registered Users may download at the Lessor Site to access the ASP Services, as modified, updated and enhanced (the "**Access Software**"), each as made available to Lessee through the Lessor Site, solely for Lessee's internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the "**Software**."

2.3. Restrictions. Lessee shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Master Agreement. Lessee agrees not to use the ASP Services in excess of its authorized login protocols. Lessee shall immediately notify Lessor of any unauthorized use of Lessee's login ID, password or account or other breach of security**.** If Lessee becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Lessee will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying Lessor of any such event so that Lessor may also attempt to remedy the problem and prevent its future occurrence.

2.4. Service Level Targets.

2.4.1. Downtime. "**Downtime**," expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

2.4.2. Planned Downtime. "**Planned Downtime**" is Downtime during which ASP Services may not be available in order for Lessor to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. "**Standard Maintenance**" is performed when upgrades or system updates are desirable. "**Emergency Maintenance**" is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. Lessor will provide Lessee with notice at least 24 hours in advance of Standard Maintenance.

2.4.3. Excused Downtime. "**Excused Downtime**" time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than Lessor, (b) software, services or systems operating outside of a Lessor Site, including any software or systems operating on a Lessee's premises (including Lessor software); (c) a Force Majeure Event or (d) Lessee's failure to comply with its obligations under the Master Agreement or use of the ASP Services in ways that were not intended.

2.4.4. Unplanned Downtime. Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{\text{(Downtime - (Planned Downtime + Excused Downtime))}}{\text{Total number of minutes in the calendar month}} \times 100 = x\ \%$$, where "x" is Unplanned Downtime.

2.4.5. Unplanned Downtime Goal. Lessor endeavors to provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the "**Unplanned Downtime Goal**"). The ASP Services covered by the Unplanned Downtime Goal are those for which Lessee has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with this ASP Agreement and the Master Agreement.

2.4.6. Revocation of Administrative Rights. Notwithstanding anything to the contrary in this ASP Agreement, Lessor may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

2.4.7. Lessee Content; Security.

2.4.7.1. Lessee Content. As between Lessor and Lessee, Lessee will retain all right, title and interest in and to all data, information or other content provided by Lessee in its use of the ASP Services ("**Lessee Content**"); *provided*, *however*, that Lessor may de-identify Lessee Content and use it for any lawful purpose not prohibited by HIPAA and California Confidentiality of Medical Information Act (CMIA).

2.4.7.2. Security. Subject to Lessee's obligations under this ASP Agreement, Lessor will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Lessee Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

2.4.7.3. Retention of Lessee Content. Although Lessor will use commercially reasonable efforts to maintain the integrity of the Lessee Content, to back up the Lessee Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Lessee Content may occur. Lessee will be responsible for compliance with all records retention requirements applicable to Lessee. Lessor will not be responsible for any loss, corruption of or inaccessibility of the Lessee Content due to interruption in the ASP Services or otherwise arising out of circumstances not within Lessor's control.

2.4.7.4. Availability of Lessee Content. It is Lessee's responsibility to maintain any Lessee Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Master Agreement, Lessor will store Lessee Content, other than Inactive Lessee Content as defined below (the "**Active Lessee Content**"), in Lessor's working data set until the earlier of (i) five years (calculated from the date of creation of such Lessee Content, or Lessor's receipt of such Lessee Content, whichever is later) or (ii) the expiration or termination of this ASP Agreement or the Schedule under which such Active Lessee Content was stored (the "**Active Retention Period**"). Upon the expiration of the Active Retention Period, Lessor will notify Lessee in writing and will provide Lessee the option, which Lessee shall exercise by informing Lessor in writing, within 30 days of receiving the notice, that either (a) Lessee wishes to receive Active Lessee Content in a database determined by Lessor in its sole and absolute discretion (a "**Database**"), or (b) Lessee will pay Lessor, at Lessor's then-current storage rates and upon Lessor's then-current terms and conditions, to continue to store the Active Lessee Content. If Lessee fails to exercise one of the foregoing options within such 30-day period, Lessor will have the right to destroy the Active Lessee Content. During the time Lessor stores Lessee Content for Lessee hereunder, Lessor may periodically identify Lessee Content that has had no activity associated with it for at least 180 days ("**Inactive Lessee Content**") and will notify Lessee in writing of its intent to remove the Inactive Lessee Content from Lessor's working data set and destroy such data, unless Lessee requests, in writing, within 30 days of receiving the notice from Lessor, that either (z) Lessee wishes to receive the Inactive Lessee Content in a Database, or (y) Lessee will pay Lessor, at Lessor's then-current storage rates and upon Lessor's then-current terms and conditions, to continue to store such Inactive Lessee Content. If Lessee fails to exercise one of the foregoing options within such 30-day period, Lessor will have the right to destroy the applicable Inactive Lessee Content in its possession or under its control. Except for this Section 2.4.7.4, the terms of Section 2.4 (including, without limitation, the Unplanned Downtime Goal) do not apply to Lessee's access of Inactive Lessee Content. Lessee represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Lessee Content maintained by Lessor; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon Lessor to assist with determining the records maintenance or retention requirements applicable to it.

2.4.8. Modifications. Changes to this Section 2.4 related to downtime definitions and effects to Customer Content, may be made from time to time at Lessor's sole discretion. Lessee will be notified of any such changes that are material.

3. Implementation Services. Lessor shall provide ASP Services implementation, training and any related services identified in a Schedule (the "**Implementation Services**"). Lessee shall, in a timely manner and at its own expense, cooperate and provide or make available to Lessor access to the Lessee's premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by Lessor to enable Lessor to perform the Implementation Services. Lessee acknowledges that any time frames or dates for completion of the Implementation Services set out in a Schedule are estimates only and the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Lessee. Any obligations as to time are therefore on a "reasonable efforts" basis only and Lessor shall not be liable for failure to meet time frames or completion dates unless solely due to Lessor's gross negligence.

4. Support Services. Lessor shall provide the following Support Services for ASP Services, except that Lessor will have no obligation to provide such Support Services if any payments are past due.

4.1. Support.

4.1.1. Emergency Support. Lessor shall provide telephone support to Lessee for 24 hours a day, 7 days a week, to address Errors that prevent Lessee from using Supported ASP Services for a purpose for which Lessee has an immediate and material need. "**Supported ASP Services**" means the ASP Services for which Lessee has paid the then-current Fees. "**Supported Environment**" means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. "**Error**" means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

4.1.2. Technical Support. Lessor shall provide telephone support to Lessee during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding Lessor holidays ("**Business Hours**") to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

4.1.3. Resolution. Lessor shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects ("**Resolution**").

4.1.4. Expenses. Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in Lessor's sole discretion. Should Lessee request that Lessor send personnel to Lessee's location to resolve any Error in the Supported ASP Services, Lessor may charge Lessee a fee of $2,500 for each day Lessor personnel is at Lessee's location.

4.1.5. Exceptions. Lessor shall have no responsibility under this ASP Agreement to fix any Errors arising out of or related to the following causes: (a) Lessee's modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by Lessor; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication interfaces; or causes other than ordinary use. Any corrections performed by Lessor for such Errors shall be made, in Lessor's reasonable discretion, at Lessor's then-current time and material charges. Lessor will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Master Agreement, (i) Lessor may discontinue providing Support Services for any ASP Services (as defined in Section 2 of this Exhibit B) upon at least six (6) months advance notice to Lessee of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

4.2. Conditions and Limitations. Lessee shall provide Lessor with access to Lessee's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Lessee's employees having the highest privilege or clearance level. Lessor will inform Lessee of the specifications of the remote access methods available and associated software needed, and Lessee will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

5. Warranties.

5.1. Implementation Services and Support Services. Subject to Lessee being current with its payments under the Master Agreement, any Implementation Services or Support Services provided to Lessee will be performed with due care in a professional and workmanlike manner. Lessor shall perform the Implementation Services or Support Services again if Lessor was unsuccessfully in completing the Implementation Services and/or Support Services. Lessee shall notify the Lessor in writing within thirty (30) days following performance of the unsuccessful Implementation Services or Support Services, specifying the nature of the unsuccessful services in reasonable detail.

5.2. ASP Services and Access Software. Subject to the Lessee being current with payments under the Master Agreement, Lessor states with respect to any ASP Services that (i) Lessor has the right to license the Access Software and Documentation and make the ASP Services available to Lessee pursuant to this ASP Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. Lessor does not warrant that Lessee's use of the ASP Services will be error free or uninterrupted. Lessee will notify Lessor in writing of operating issues with respect to any ASP Services prior to the expiration or termination of the associated Schedule for such ASP Services. If Lessor is unable to provide a correction or workaround pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, Lessor may terminate such Schedule upon written notice to Lessee. Any such correction or workaround shall not extend the term of such Schedule. This Section 5.2 sets forth Lessee's exclusive remedy, and Lessor's entire liability, for operating issues for the ASP Services contained herein.

5.3. Warranty Disclaimers. The remedies for the Software and Services are solely and expressly as set forth in Section 5.1 and Section 5.2 and are expressly qualified, in their entirety, by this Section 5.3. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1 AND SECTION 5.2, (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "**AS IS**", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) LESSOR DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) LESSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS ASP AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF LESSOR'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Lessee acknowledges and agrees that, in entering into this ASP Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to Lessor's existing products and services. Lessor's performance obligations hereunder are limited to those expressly enumerated herein, and payment for Lessor's performance obligations shall be due as described herein.

6. Confidentiality. Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("**Confidential Information**") for any purpose not expressly permitted by this ASP Agreement, and will further disclose the Confidential Information of the party disclosing it ("**Disclosing Party**") only to the employees or contractors of the party receiving it ("**Receiving Party**") who have a need to know such Confidential Information for purposes of this ASP Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be Lessor's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this Section 6 with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this ASP Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

7. Indemnification.

7.1. By LESSOR. Lessor will defend, at its own expense, any action against Lessee or its or any of its agents, officers, director, or employees ("**Lessee Parties**") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and Lessor will pay those costs and damages finally awarded against the Lessee Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Lessee: (a) notifying Lessor promptly in writing of such claim or action; (b) giving Lessor sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with Lessor and, at Lessor's request and expense, assisting in such defense. If any of the Software or Services become, or in Lessor's opinion is likely to become, the subject of an infringement claim, Lessor may, at its sole option and expense, either: (i) procure for Lessee the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this ASP Agreement, in whole or in part. Notwithstanding the foregoing, Lessor will have no obligation under this Section 7.1 or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this ASP Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by Lessor if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Lessee to implement any replacements, corrections or modifications made available by Lessor for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by Lessor; (4) any Lessee Content; or (5) any modification of any Software or Services or use thereof by any person other than Lessor or its authorized agents or subcontractors. This Section 7 states Lessor's entire liability and the exclusive remedy for any claims of infringement.

7.2. By Lessee. Lessee shall indemnify, defend and hold Lessor and its agents, officers, directors and employees (the "**Lessor Parties**") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "**Claims**") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this ASP Agreement by the Lessor Parties: (i) information provided to any of the Lessor Parties by any of the Lessee Parties; (ii) any of the Lessee Parties' use or misuse of any of the Software or Services, including without limitation in combination with Lessee's software or services or third party software or services; (iii) any modifications made by any of the Lessee Parties to any of the Software or Services; (iv) infringement by any of the Lessee Parties of any third party intellectual property right; (v) Taxes (other than taxes based on Lessor's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Lessee; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Lessee Parties.

8. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL LESSOR OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR

GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY LESSOR OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. EXCEPT FOR LIABILITIES ARISING OUT OF SECTION 7.1 FOR INFRINGEMENT INDEMINTY OBLIGATIONS, LESSOR'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THREE TIMES (3x) THE PRO-RATED PORTION AMOUNT PAID TO LESSOR BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS ASP AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY OR FIVE HUNDRED THOUSAND DOLLARS ($500,000). Lessee acknowledges that these limitations reflect the allocation of risk set forth in this ASP Agreement and that Lessor would not enter into this ASP Agreement without these limitations on its liability. Lessee agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this ASP Agreement are Lessee's sole and exclusive remedies. In addition, Lessor disclaims all liability of any kind of Lessor's licensors and suppliers, for third party products or services, and for the actions or omissions of Lessee's representatives.

9. Ownership. All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of Lessor (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by Lessor to perform its obligations under this ASP Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that Lessor makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "**Executable Code**"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "**Source Code**"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "**Lessor Property**"). If any derivative work is created by Lessee from the Software or Services, Lessor shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Lessee hereunder are reserved by Lessor.

10. Term and Termination.

10.1. Term. The term of this ASP Agreement ("**Term**") begins on the effective date of the associated Schedule incorporating this ASP Agreement and continues until it is terminated. The term of each associated Schedule begins on the effective date of such Schedule and continues until it expires or is terminated.

10.2. Termination. Either party may terminate this ASP Agreement without cause upon thirty (30) days' prior written notice to the other party. Either party may terminate this ASP Agreement if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party. This ASP Agreement may not extend beyond the term of the associated Schedule.

10.3. Effects of Termination. Upon expiration or termination of this ASP Agreement for any reason: (a) all amounts, if any, owed to Lessor for ASP Service or the associated Schedule that has expired or been terminated (the "**Expired or Terminated Document**") before such termination or expiration will become immediately due and payable; (b) Lessee's right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Lessee must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software, if any, from Lessee's computers and the computers of its customers and return to Lessor or destroy all copies of such Access Software and related Documentation on tangible media in Lessee's possession and (iii) return or destroy all copies of the Documentation in Lessee's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form.

11. General Provisions.

11.1. Compliance with Laws. Lessee shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Lessee will not use any ASP Services for any purpose in violation of any applicable laws. Lessor may suspend performance if Lessee violated applicable laws or regulations.

11.2. Certification of Use. Upon written request from Lessor, Lessee shall furnish Lessor a certificate signed by, at least, the highest ranking City official (or delegate thereof) or from the City Attorney of Lessee stating that the ASP Services are being used strictly in accordance with the terms and conditions of this ASP Agreement.

11.3. Assignments. Assignment terms are set forth in the Master Agreement and shall also apply to this ASP Agreement.

11.4. U.S. Government End Users. If Lessee is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

11.5. Notices. All notices, consents, and approvals under this ASP Agreement shall be the same terms as set forth in the Master Agreement.

11.6. Governing Law and Venue; Waiver of Jury Trial. This ASP Agreement will be governed by and interpreted in accordance with the laws of the State of California without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this ASP Agreement. Any action or proceeding arising from or relating to this ASP Agreement shall be brought in a federal or state court in the Commonwealth State of California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. Each party hereby knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury in respect of any litigation arising out of or in connection with this agreement.

11.7. Remedies. Except as otherwise expressly provided in this ASP Agreement, the parties' rights and remedies under this ASP Agreement are cumulative. Lessee acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of Lessor, that any actual or threatened breach hereof will constitute immediate, irreparable harm to Lessor for which monetary damages would be an inadequate remedy, and that Lessor will be entitled to injunctive relief for such breach or threatened breach. Lessee further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach but shall be in addition to all other remedies available at law or equity to Lessor.

11.8. Waivers. Any waiver or failure to enforce any provision of this ASP Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.9. Severability. If any provision of this ASP Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this ASP Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this ASP Agreement, and this ASP Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

11.10. Independent Contractors. The parties are entering into, and will perform, this ASP Agreement as independent contractors. Nothing in this ASP Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

11.11. Third Parties. If Lessee engages a third-party provider ("**Third Party Provider**") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services ("**Third Party Products or Services**"), Lessee represents, warrants and agrees that: (i) Lessee is solely responsible for any amounts owed to Third Parties Provider, (ii) Lessor shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (iii) the Third Party Provider shall not be an agent of Lessor. To the extent the ASP Services or Software contains software owned by a third party for which Lessor has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements Lessor may have for such software.

11.12. Force Majeure. Neither party shall be liable for failure of performance hereunder arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Lessee that interferes with or impedes Lessor's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "**Force Majeure Event**").

11.13. Amendment; No Third-Party Beneficiaries; Survival. This ASP Agreement may not be amended or changed, or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Lessee but not signed by an authorized representative of Lessor shall have no force or effect. There are no third-party beneficiaries of this ASP Agreement. Those provisions of this ASP Agreement that may be reasonably interpreted as surviving termination of this ASP Agreement or the survival of which is necessary for the interpretation or enforcement of this ASP Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 6 (Confidentiality), Section 7 (Indemnification), Section 8 (Limitation on Liability), Section 9 (Ownership), Section 10.3 (Effects of Termination) and Section 11 (General Provisions). This ASP Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

12. HIPAA. This Section 12 applies if and to the extent that Lessor creates, receives, maintains or transmits, directly or indirectly, any protected health information of Lessee ("**PHI**") in the course of providing Software or Services to Lessee. Capitalized terms used but not defined in this Section 12 have the meanings assigned to them elsewhere in the ASP Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as "**HIPAA**"). "**Covered Entity"** as used herein means Lessee. "**Business Associate"** as used herein means Lessor. The purpose of this Section 12 is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA

12.1. Applicability. This Section 12 applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

12.2. Compliance and Agents. Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this Section 12 with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

12.3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this ASP Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this ASP Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Master Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

12.4. Safeguards. Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this ASP Agreement.

12.5. Minimum Necessary. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

12.6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this ASP Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of "**unsecured protected health information**," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this ASP Agreement.

12.7. Individual Access. In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

12.8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

12.9. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

12.10. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to the U.S. Department of Health and Human Services ("**DHHS**"), its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

12.11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

12.12. HITECH Act Compliance. Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

12.13. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Section 12, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this ASP Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

12.14. Return of PHI. Business Associate agrees that upon termination of this ASP Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 12 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

12.15. De-identified Health Information. Business Associate may de-identify any and all PHI and may create a "**Limited Data Set**" in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any purpose not prohibited by HIPAA. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

12.16. Survival. All representations, covenants, and agreements in or under this Section 12 shall survive the execution, delivery, and performance of this ASP Agreement.

12.17. Further Assurances; Conflicts. Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 12. The terms and conditions of this Section 12 will override and control any expressly conflicting term or condition of the Master Agreement. All non-conflicting terms and conditions of the Master Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Master Agreement does not conflict with this Section 12.

12.18. Applicable Law. The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this ASP Agreement and may affect the parties' obligations hereunder. The parties agree to take such action as is necessary to amend this ASP Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

EXHIBIT C

Worry-Free Service Plan

(This EXHIBIT C only applies if Worry-Free Service Plan is included in the applicable quote)

WORRY-FREE SERVICE PLAN

The following repair services are included under the Worry-Free Service Plan ("Worry-Free"). Should Equipment be deemed unrepairable, based on Lessor's generally accepted technical support practices, replacement of such Equipment shall be the responsibility of Lessee.

1. Field Preventive Maintenance at Lessee's facility, including:
   - Provide documentation for regulatory agencies
   - Manage and track Lessee's Preventive Maintenance ("PM") schedule
   - Test all device parameters
   - Identify and/or troubleshoot potential issues and make recommendations
   - Troubleshoot device(s) and/or accessories under contract
   - Inspect battery chargers and review battery management as required
2. Telephone Support 24/7
3. General software updates
4. Free loaner equipment as determined by Lessor
5. Technical support for Equipment as described on the ZOLL website (https://www.zoll.com/contact/technical-support)
6. Waiver of shipping and handling fees
7. Waiver of Minimum Service Fee
8. Repair or replacement of parts within the charger that are subject to normal wear and burnout during normal use, including but not limited to, lamps, fuses, batteries, patient cables and accessories.
9. Repair or replacement, at Lessor's sole option, at no charge to the Lessee, of the charger if it is affecting the integrity of the device.
10. SurePower chargers (parts and labor covered for normal wear and tear as determined by Lessor)
11. ECG 12-lead cable replacement upon failure, excluding physical damage, with one replacement per unit per year.
12. On-site device deployment when repaired unit is returned
13. Battery Replacement Program:
    - Only batteries identified as part of the Master Agreement will be replaced under this program
    - Batteries must be maintained in accordance with ZOLL's battery maintenance program
    - Up to three (3) batteries for each device will be replaced upon failure annually, throughout the term of the Master Agreement in the event the SurePower battery or SurePower Charger displays a fault.
    - Battery failures must be evaluated and confirmed by ZOLL Technical Support or by a ZOLL on-site field service technician before a battery can be replaced.
14. Accidental damage coverage. Includes one device outer housing replacement per year per device. Catastrophic damage beyond repair will not be covered. Lessor's regular service charges shall apply if device is in need of a second outer housing replacement within twelve (12) months of previous outer housing replacement, providing device is still under this Worry-Free plan.

ON-SITE SUPPORT OPTION

15. On-site Support, including evaluation and packing of device for return to Lessor's service depot
    - On-site Support – 48–72-hour response. Includes authorized on-site device repairs for all capital equipment included in Exhibit A, evaluation, packing of device for return to Lessor's service depot.

- In the event of a reported device malfunction, the device should be made available to the Lessor's Field Service Engineer ("FSE") during the scheduled visit at one of the two centrally located stations.
- A primary and back-up contact must be provided to the FSE for all communication.
- Routine service inspections will be conducted on Lessee's site during normal working hours (8.30am – 5.30pm EST, Monday – Friday).
- Outside of normal business hours, arrangements are available by request only. Lessor reserves the right to charge additional fees for such services, to be agreed between Lessor and Lessee.

16. The postponement of a routine service inspection shall not diminish Lessee's responsibility for the continued proper use and upkeep of the equipment, in accordance with the applicable user manuals.

17. ECG 12-lead cable replacement upon failure, excluding physical damage, one replacement per unit per year

EXHIBIT D

Notice Information:

If to Lessor by mail to:

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Attn: Contracts Department 214

If to Lessor by email to both:
Contracts@zoll.com

All notices of a legal nature should also be sent to:
By mailto:

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Attn: Office of General Counsel

By email to:
LegalNotice@zoll.com

If to Lessee:

City of Vallejo
C/O Vallejo Fire Dept.
970 Nimitz Ave
Vallejo, CA 94592
Attn: James Rustice

Certificate Of Completion

Envelope Id: C10A72D2-47D3-4B9B-B7E2-383A41966EE8
Status: Completed
Subject: Complete with Docusign: Vallejo FD_ZO02351598 Z1 Master Agreement_CAOStamped_8-4-2025.pdf
Source Envelope:
Document Pages: 17
Signatures: 2
Envelope Originator:
Certificate Pages: 3
Initials: 0
Jaewoo Lee
AutoNav: Enabled
jaewoo.lee@zoll.com
EnvelopeId Stamping: Enabled
IP Address: 67.218.11.44
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
8/4/2025 8:54:18 AM
Holder: Jaewoo Lee
jaewoo.lee@zoll.com
Location: DocuSign

Signer Events	Signature	Timestamp
Pamela Thornton PThornton@zoll.com Group Vice President North America EMS Sales Security Level: Email, Account Authentication (None)	DocuSigned by: AE8AF68D279942D... Signature Adoption: Drawn on Device Using IP Address: 67.218.11.49 Signed using mobile	Sent: 8/4/2025 8:57:26 AM Viewed: 8/4/2025 9:03:54 AM Signed: 8/4/2025 9:04:06 AM
Electronic Record and Signature Disclosure: Accepted: 8/4/2025 9:03:54 AM ID: dd167971-faf8-48a8-b0a9-79a9d298ce52 Company Name: Zoll Medical		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/4/2025 8:57:26 AM
Certified Delivered	Security Checked	8/4/2025 9:03:54 AM
Signing Complete	Security Checked	8/4/2025 9:04:06 AM
Completed	Security Checked	8/4/2025 9:04:06 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, ZOLL Medical (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact ZOLL Medical:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: Emily.Sullivan@zoll.com

To advise ZOLL Medical of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Emily.Sullivan@zoll.com and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from ZOLL Medical

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Emily.Sullivan@zoll.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with ZOLL Medical

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to Emily.Sullivan@zoll.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify ZOLL Medical as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by ZOLL Medical during the course of your relationship with ZOLL Medical.

Docusign Envelope ID: C45320BE-44DB-4FE0-B2F7-2F54FF78C414

CITY OF VALLEJO

BUSINESS LICENSE

"For Services Provided in the City of Vallejo, California Only"

2025 - 2026

TO BE POSTED IN A CONSPICUOUS PLACE AND NOT TRANSFERABLE OR ASSIGNABLE.

TAX COLLECTOR'S OFFICE, City Hall, 555 Santa Clara St., Vallejo, CA. This certificate is evidence that the person(s), firm, or corporation named hereon has paid the tax required by Chapter 5.04 of the City of Vallejo Municipal Code for the type of business, the business address and for the period indicated hereon. This certificate is issued without verification that the taxpayer is subject to or exempted from licensing by local, state, Federal or other agencies. Issuance of this certificate is not an endorsement, nor a certificate of compliance with other ordinances or laws, nor an assurance that the proposed use is in conformance with the City's building / Fire / Zoning regulations.

Business Name ZOLL MEDICAL CORPORATION
Business Location 269 MILL RD
Business Owner(s) ZOLL MEDICAL CORPORATION

ZOLL MEDICAL CORPORATION
269 MILL RD
CHELMSFORD, MA 01824-4105

License Number 11721972
Effective Date July 01, 2025
Expiration Date June 30, 2026
Business Type Wholesalers

THIS BUSINESS LICENSE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

For all inquiries regarding this license, contact HdL Business Support Center at 707-302-6074.

ZOLL MEDICAL CORPORATION :

Thank you for your payment on your City of Vallejo Business License. **ALL LICENSES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: vallejo@hdlgov.com or by telephone at: (707) 302-6074.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license.

This certificate does not entitle the holder to conduct business before complying with all requirements of the Vallejo Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the City of Vallejo please display the Business License above in a conspicuous place at the premises. Otherwise, every Business License holder not having a fixed place of business in the City shall keep the Business License upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

BUSINESS LICENSING
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of Vallejo
BUSINESS LICENSE

ZOLL MEDICAL CORPORATION
269 MILL RD
CHELMSFORD, MA 01824-4105

License Number: **11721972**

Date of Issue: **07/01/2025**

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED ZOLL Medical Corporation and Subsidiaries 269 Mill Road Chelmsford MA 01824-4105 USA	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Tokio Marine America Insurance Company 10945 INSURER B: Trans Pacific Ins Co 41238 INSURER C: Mitsui Sumitomo Insurance USA Inc. 22551 INSURER D: Allianz Global Risks US Insurance Co. 35300 INSURER E: Sompo America Insurance Company 11126 INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 570113937094 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			CLL640976008	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 Excluded
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA6409761-08	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION			EXS5200217	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE	$7,000,000 $7,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		LWL30091690500	07/01/2025	07/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Vallejo Fire Department
970 Nimitz Ave
Vallejo CA 94592 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570113937094

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Docusign Envelope ID: C45320BE-44DB-4FE0-B2F7-2F54FF78C414

AGENCY CUSTOMER ID: 570000097583
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	ZOLL Medical Corporation
POLICY NUMBER	
See Certificate Number: 570113937094	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570113937094	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
D				USL03153825 $3M xs $7M	07/01/2025	07/01/2026	Aggregate	$3,000,000
							Each Occurrence	$3,000,000

ACORD 101 (2008/01)

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Docusign Envelope ID: C45320BE-44DB-4FE0-B2F7-2F54FF78C414

Certificate No: 570113937094

Vallejo Fire Department
970 Nimitz Ave
Vallejo CA 94592 USA

Monday, June 30, 2025

To whom it may concern:

Following a concentrated effort to reduce our environmental footprint and provide timely certificate delivery, Aon will begin delivering our Certificates of Insurance electronically in PDF format.

Please utilize one of the following methods to ensure you will receive the electronic copy of your Certificate (Certificate No: **570113937094**) for future renewals:

- Visit aon.com/e-cert; or
- Utilize the QR Code below to enter/validate your information.

If your email address has changed or will be changing in the future, or you no longer require this certificate, please let us know using one of the methods above.

Thank you for your cooperation and willingness to help us reduce our impact to the environment.

Aon Risk Services
5801 Postal Road
PO Box 818037
Cleveland, Ohio 44181-9600

000000 02 03 015230 049424 P

Docusign Envelope ID: C45320BE-44DB-4FE0-B2F7-2F54FF78C414

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

ZOLL Medical Corporation

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

269 Mill Road

6 City, state, and ZIP code

Chelmsford, MA 01824

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

0	4	–	2	7	1	1	6	2	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Gary Schaefer | **Date** 5/14/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: James Rustice, Interim Fire Chief
SUBJECT:

ADOPT A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR IN THE ALTERNATIVE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE ONE-TIME FUNDING IN THE AMOUNT OF $250,000 FOR PERSONNEL PROTECTIVE EQUIPMENT FOR THE FIRE DEPARTMENT.

RECOMMENDATION

Adopt a resolution recommending or, in the alternative, not recommending that the City Council authorize $250,000 of Measure P funds to support the acquisition and replacement of essential Personal Protective Equipment (PPE) for Fire Department personnel.

BACKGROUND AND DISCUSSION

Firefighter safety is directly tied to the quality and condition of personal protective equipment (PPE). Turnout gear is designed to provide reliable protection against heat, flames, and hazardous environments encountered during emergency operations. However, repeated exposure to extreme conditions, contaminants, and general wear over time can degrade its effectiveness.

As PPE ages, it may no longer meet current safety standards or provide adequate protection, increasing the risk of injury. Replacing aging or worn gear is critical to maintaining firefighter safety. Additionally, harmful contaminants, including carcinogens, can remain embedded in older gear even after cleaning, creating ongoing health risks for personnel. Updating PPE helps reduce these exposures.

Maintaining compliance with NFPA standards and industry best practices requires routine evaluation and replacement of PPE to ensure it continues to perform as intended. Providing updated, serviceable gear not only enhances safety but also improves operational readiness by ensuring all personnel have properly functioning equipment available for emergency response.

For these reasons, investing in new PPE is necessary to protect personnel, reduce long-term health risks, and maintain a high level of readiness and compliance.

Common Firefighter PPE Includes:

- **Turnout gear (structural PPE):**
  - Helmet
  - Hood
  - Turnout coat

  - Turnout pants
  - Gloves
  - Boots
- **Respiratory protection:**
  - Self-Contained Breathing Apparatus (SCBA)
  - Facepiece/mask
- **Additional protective equipment (as applicable):**
  - Eye protection (goggles/face shields)
  - Hearing protection
  - Wildland fire gear (lighter-weight PPE)
  - Technical rescue PPE (helmets, harnesses, etc.)
  - Station/work uniforms designed for safety

This investment will ensure that all frontline staff are equipped with compliant, modern protective gear that meets current safety and regulatory standards, including those established by the National Fire Protection Association (NFPA). Adequate PPE is critical to reducing occupational injuries, limiting exposure to hazardous environments, and maintaining operational readiness during emergency responses.

The department's existing PPE inventory is experiencing normal wear and tear, with a portion approaching end-of-service life. Delayed replacement increases risk of equipment failure, firefighter injury, and potential liability. Additionally, updated PPE provides improved protection against carcinogens and extreme heat, aligning with evolving firefighter safety best practices.

MPOC funding is appropriate given the regional benefit of maintaining a safe, effective emergency response system. Properly equipped personnel are essential not only for individual safety but also for ensuring uninterrupted service delivery to the community and surrounding mutual aid partners.

Approval of this request will allow the department to proactively replace aging equipment, maintain compliance with safety standards, and support the health and safety of all personnel.

FISCAL IMPACT

The fiscal impact will be as follows:
One-time money is $250,000.00 to replace, repair and come into compliance with our PPE.

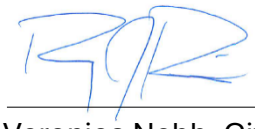
ATTACHMENTS

1.	MPOC Resolution_VFD_PPE CAO Stamp
2.	MPOC Project Justification Request_VFD_PPE
3.	10.K Curtis Quote

CONTACT

James Rustice, Interim Fire Chief (707) 648-4092
James.rustice@cityofvallejo.net

Approved as to form:

By:  for

Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR IN THE ALTERNATIVE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE ONE-TIME FUNDING IN THE AMOUNT OF $250,000 FOR PERSONNEL PROTECTIVE EQUIPMENT FOR THE FIRE DEPARTMENT.

WHEREAS, the Measure P Oversight Committee is tasked with reviewing expenditure of Measure P funds of $250,000 for the acquisition and replacement of fire department equipment such as essential Personal Protective Equipment (PPE) for Fire Department personnel; and

WHEREAS, PPE is critical to ensuring firefighter safety by providing protection against heat, flames, hazardous materials, and carcinogenic exposure encountered during emergency response operations; and

WHEREAS, the Fire Department's existing PPE inventory is subject to normal wear and tear, with a portion approaching or exceeding its recommended service life; and

WHEREAS, failure to replace aging or degraded PPE increases the risk of equipment failure, firefighter injury, and potential liability to the City; and

WHEREAS, updated PPE improves firefighter safety, enhances operational readiness, and ensures compliance with current safety standards, including those established by the National Fire Protection Association (NFPA); and

WHEREAS, maintaining properly equipped personnel supports uninterrupted emergency services for the residents of Vallejo and regional mutual aid partners; and

WHEREAS, Measure P funds are intended to support public safety services that provide broad community benefit; and

WHEREAS, the proposed funding represents a one-time allocation of $250,000 for the replacement, repair, and compliance of PPE;

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee of the City of Vallejo recommends approval / does not recommend approval that the Vallejo City Council

authorize the allocation of $250,000 in Measure P funds for the acquisition and replacement of Fire Department Personal Protective Equipment

ADOPTED by the Measure P Oversight Committee of the City of Vallejo at a regular meeting held on the 30th day of April, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____

JACKIE JONES, CHAIR

_____

FLORITA CRUZ, STAFF SECRETARY

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR IN THE ALTERNATIVE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE ONE-TIME FUNDING IN THE AMOUNT OF $250,000 FOR PERSONNEL PROTECTIVE EQUIPMENT FOR THE FIRE DEPARTMENT.

1. Project Urgency & Justification Funding for personnel protective equipment

- Ensures firefighter safety through reliable protection in hazardous environments
- Replaces aging gear that no longer meets safety standards
- Reduces exposure to carcinogens and harmful contaminants
- Maintains compliance with NFPA standards and best practices
- Supports operational readiness with fully functional, serviceable equipment

2. Project Timeline

Start Date: 7/1/2026
End Date: 6/30/2027

3. Financial Overview

Total Cost: $250,000.00
End of Useful Life

4. Procurement Method

Existing Contract or New RFP?: Existing contract with LN Curtis

5. Funding Sources

Alternate Funding Sources Identified: . None located at this time
Conditions or Restrictions of Alternate Funding:

6. Budgetary Alignment

Included in Current Annual Budget:

7. Implementation Details

Location (Where): Fire Department
Implemented By: Fire Department
Vetted by Local Expert:

8. Community Impact

Who Benefits: Firefighters bringing all equipment into NFPA compliance, purchase new gear to participate in the Helicopter Rescue Team a joint venture with CHP.
Estimated Number of People Impacted: All citizens who are in our direct protection
Demographic Impacted: All demographics
Related Council Requests: This is in line with the Council goal to increase public safety

Relevant Commissions Involved: No commissions are involved

Ph: 510-839-5111
TF: 800-443-3556
oaksales@lncurtis.com
UEI#: DDLSADSWN7U7

CURTIS
TOOLS FOR HEROES

Pacific North Division
6723 Sierra Court, Suite C
Dublin, CA 94568
www.LNCurtis.com

Quotation

CUSTOMER:

Vallejo City Fire Department CA
970 Nimitz Avenue
Vallejo CA 94592-1040

SHIP TO:

Vallejo City Fire Department CA
970 Nimitz Avenue
Vallejo CA 94592-1040

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
384569	04/15/2026	05/15/2026

SALESPERSON	CUSTOMER SERVICE REP
Shawn Sweeney ssweeney@lncurtis.com 530-308-9575	Shawn Sweeney ssweeney@lncurtis.com 530-308-9575

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
SEE INTERN NOTES ON CUST RECORD	BRANDON WHITNEY	C36110	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
SP	Standard Shipping	

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. The SDS is provided with the product. In addition, manufacturer's safety and/or warning notices, instructions and information relating to the proper use and care of the product is provided with the product. All applicable SDS, safety and/or warning notices, instructions and other information provided with the product should be thoroughly read, reviewed, and understood prior to handling, distributing, using, reselling, or servicing any and all products provided by Curtis. Materials utilized to clean, repair, maintain and/or service your owned equipment, as well as Curtis owned equipment, may contain per-and polyfluoroalkyl substances (PFAS) to meet national standards or original equipment manufacturer specifications. For other important product notices and warnings, or to request an SDS, product specifications, manufacturer's safety notices, instructions and/or warning notices, please contact Curtis or visit https://www.lncurtis.com/product-notices-warnings

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	23	PR	SRP0119-36-34 CREWBOSS	36X34 Navy Blue 7oz Tecasafe Dual Certified Elite Pants * Cal-OSHA, NFPA Labeled	SFR	$326.80	$7,516.40
2	24	PR	1501420-8.5-M GLO	Size 8.5M 14" Shadow XF Pull-On Structural Firefighting Boots, Meets NFPA ** WARNING: This PPE product incorporates PFAS to achieve liquid repellency, breathability, or durability and/or to meet current applicable NFPA performance standards.	SFR	$615.53	$14,772.72

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Dublin, CA 94568
www.LNCurtis.com

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
3	24	PR	FC-C6000-M FIRECRAFT	Medium 76N Redline Structural Fire Fighting Gloves, Gauntlet, Meets NFPA	SFR	$116.20	$2,788.80
4	13	EA	B-LTH-312071221 CAIRNS	Large Black N5A New Yorker MSA Cairns Leather Helmet: * Standard Bend * No Eye Protection * Removable/Washable Sateen Liner with Jumbo Black Nomex Earlap * 6" Carved Brass Eagle Front Holder * Removable/Washable 2-Point Nomex Chinstrap with Quick Release & Postman's Slide * Lime/Yellow Reflexite Tetrahedron Trim * Not NFPA Compliant		$1,490.00	$19,370.00
5	24	EA	GRAY25NANO-ML INNOTEX	Medium/Large Gray Hood 25 Nano, - Nomex Blend 54%, Dupont Nomex Nano Flex Barrier, Nomex/Lenzing 46% - Meets NFPA	SFR	$199.23	$4,781.52
6	31	EA	M2002 SHELTER	Regular Size New Generation Fire Shelter with Blue Carrying Case and Plastic Liner	OM	$594.07	$18,416.17
7	31	PR	18050-9-D DANNER	Size 9D Black Rough-Out Leather 8" Wildland Duty Boots, Meets NFPA 1977 WARNING: This PPE product contains PFAS. Danner has not advised Curtis the reason why PFAS is added to the product nor advised the PFAS chemical name.	SFR	$299.96	$9,298.76
8	22	PR	PT-8-W-L PROTECH8	Large/Regular Cuff Wildland Fire Fighting Gloves, Meets NFPA 1977 * Cal-OSHA, NFPA labeled	SFR	$38.00	$836.00

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UEI#: DDLSADSWN7U7

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Dublin, CA 94568
www.LNCurtis.com

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
9	33	EA	FH911HRB BULLARD	Black Wildfire Helmet, Hat Style, with Ratchet, Cal-OSHA, NFPA Labelled	SFR	$88.43	$2,918.19
10	48	EA	G-XTREME 3.0 JACKET - GLOBE CUSTOM	As Below: WARNING: This product contains PFAS to achieve liquid repellency, breathability, or durability and/or to meet current applicable NFPA performance standards. The moisture barrier contains PTFE (Polytetrafluoroethylene).		$2,600.00	$124,800.00
11	48	EA	GPS-REGULAR GLOBE CUSTOM	As Below: WARNING: This product contains PFAS to achieve liquid repellency, breathability, or durability and/or to meet current applicable NFPA performance standards. The moisture barrier contains PTFE (Polytetrafluoroethylene).		$1,900.00	$91,200.00
12	35	EA	CFC0122-XL CREWBOSS	XLarge Yellow 5.8oz Nomex Wildland Coat * 46-48" Chest * Cal-OSHA, NFPA Labeled	OM	$449.35	$15,727.25

Small Business
CAGE Code: 5E720
SIC Code: 5099
Federal Tax ID: 94-1214350
UEI #DDLSADSWN7U7

This pricing generally remains firm until 05/15/2026. Pricing is subject to change if product is affected by the implementation of a tariff. Contact us for updated pricing after this date.

Due to market volatility, global supply chain pressures, and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Ph: 510-839-5111
TF: 800-443-3556
oaksales@lncurtis.com
UEI#: DDLSADSWN7U7

CURTIS
TOOLS FOR HEROES

Pacific North Division
6723 Sierra Court, Suite C
Dublin, CA 94568
www.LNCurtis.com

Subtotal	$312,425.81
Estimated Tax Total	$28,899.39
Transportation*	$0.00
***(to be added when order ships)**	
Total	$341,325.20

View Terms of Sale and Return Policy

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: James Rustice, Interim Fire Chief
SUBJECT: **ADOPT A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR IN THE ALTERNATIVE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE ONE-TIME FUNDING IN THE AMOUNT OF $750,000 FOR TWO FIRE RECRUIT ACADEMIES SCHEDULED FOR SEPTEMBER 2026 AND FEBRUARY 2027**

RECOMMENDATION

Adopt a resolution recommending, or, in the alternative, not recommending that the City Council authorize $750,000 of Measure P funding for two fire recruit academies scheduled for September 2026 and February 2027.

BACKGROUND AND DISCUSSION

1. Staffing Shortages and Attrition

- The department is currently experiencing staffing deficits due to:
  - Retirements
  - Resignations/lateral transfers
  - Medical leave and long-term absences
- Industry trends show increased turnover in fire service personnel, making it necessary to accelerate hiring pipelines.
- A single academy will not back-fill vacancies quickly enough to maintain safe staffing levels.

2. Response Time and Service Level Impacts

- Reduced staffing directly affects:
  - Emergency response times
  - Unit availability
  - Coverage reliability
- Running two academies ensures faster deployment of trained firefighters, helping maintain NFPA/ISO standards and community expectations.

3. Increased Call Volume and Service Demand

- The department has seen growth in:
  - EMS calls
  - Fire incidents
  - All-hazard responses
- Population growth and urban development further increase demand.
- Additional academies ensure staffing keeps pace with operational workload.

4. Overtime Cost Reduction

- Current staffing shortages often require:
  - Mandatory overtime
  - Back-fill shifts
- Overtime costs are typically significantly higher than academy training costs over time.
- Two academies help:
  - Reduce overtime dependency
  - Improve workforce sustainability
  - Lower long-term fiscal impact

5. Succession Planning and Workforce Stability

- A large portion of the work force is nearing retirement eligibility.
- Running two academies supports:
  - Knowledge transfer
  - Leadership development pipelines
  - Long-term organizational stability

6. Diversity and Recruitment Opportunities

- Multiple academies provide:
  - Broader recruitment reach
  - Opportunities to improve workforce diversity
  - Flexibility to engage different candidate pools

7. Risk Management and Safety

- Under-staffing increases risk to:
  - Firefighters
  - Mutual aid partners
  - The public
- Adequate staffing through accelerated academy training ensures:
  - Safer fire ground operations
  - Compliance with safety standards

9. Grant Funding and Budget Alignment

- SAFER grant or budget allocations are available:
  - Running two academies maximizes use of funds within required timelines.
  - Prevents loss of external funding opportunities.

Conclusion
Approving two recruit fire academies is necessary to:

- Restore and maintain safe staffing levels
- Improve emergency response capabilities
- Reduce overtime costs
- Ensure long-term operational readiness

This approach is both operationally critical and fiscally responsible, positioning the department to meet current and future service demands.

FISCAL IMPACT

The fiscal impact will be as follows:
One time money in the amount of $750,000 to allow the Fire Department to run back to back academies and hire up 15 personnel.

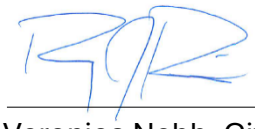
ATTACHMENTS

1.	MPOC Resolution_VFD_Recruit Academies CAO Stamp
2.	MPOC Project Justification Request_VFD_Recruit Academies

CONTACT

James Rustice, Interim Fire Chief(707) 648-4092
James.rustice@cityofvallejo.net

Approved as to form:

By:  for

Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

ADOPT A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR IN THE ALTERNATIVE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE ONE-TIME FUNDING IN THE AMOUNT OF $750,000 FOR TWO FIRE RECRUIT ACADEMIES SCHEDULED FOR SEPTEMBER 2026 AND FEBRUARY 2027

WHEREAS, the Measure P Oversight Committee is tasked with reviewing expenditures of Measure P funds and providing recommendations to the City Council to ensure fiscal accountability and alignment with voter intent; and

WHEREAS, Fire Department submitted a request for one-time funding in the amount of $750,000 to support two Fire Recruit Academies scheduled for September 2026 and February 2027; and

WHEREAS, the Department must hire up to fifteen (15) firefighters by February 2027 to address pending retirements and maintain service levels; and

WHEREAS, reduced staffing negatively impacts emergency response times, unit availability, and service reliability; and

WHEREAS, conducting two recruit academies will accelerate hiring, improve response capabilities, and help maintain service standards and community expectations; and

WHEREAS, additional recruit academies support succession planning, workforce stability, recruitment diversity, and organizational resilience; and

WHEREAS, adequate staffing is critical to ensuring firefighter safety, public safety, and effective mutual aid operations; and

WHEREAS, available funding sources, including Measure P revenues and potential grant funding such as SAFER grants, may be utilized to support this effort; and

WHEREAS, the proposed funding represents a one-time impact of $750,000.

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby recommends approval / does not recommend approval of one-time funding in the amount of **$750,000** for two Fire Recruit Academies scheduled for September 2026 and February 2027.

ADOPTED by the Measure P Oversight Committee of the City of Vallejo at a regular meeting held on the 30th day of April, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____

JACKIE JONES, CHAIR

_____

FLORITA CRUZ, STAFF SECRETARY

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR IN THE ALTERNATIVE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE ONE-TIME FUNDING IN THE AMOUNT OF $750,000 FOR TWO FIRE RECRUIT ACADEMIES SCHEDULED FOR SEPTEMBER 2026 AND FEBRUARY 2027

1. Project Urgency & Justification

Funding for September 2026 Recruit Academy and February 2027 Recruit Academy. We need to hire 17 firefighters by February due to pending retirements.

1. Staffing Shortages and Attrition

- The department is currently experiencing staffing deficits due to:
  - Retirements
  - Resignations/lateral transfers
  - Medical leave and long-term absences
- Industry trends show increased turnover in fire service personnel, making it necessary to **accelerate hiring pipelines**.
- A single academy will not backfill vacancies quickly enough to maintain safe staffing levels

2. Response Time and Service Level Impacts

- Reduced staffing directly affects:
  - Emergency response times
  - Unit availability
  - Coverage reliability
- Running two academies ensures faster deployment of trained firefighters, helping maintain **NFPA/ISO standards** and community expectations.

3. Increased Call Volume and Service Demand

- The department has seen growth in:
  - EMS calls
  - Fire incidents
  - All-hazard responses
- Population growth and urban development further increase demand.
- Additional academies ensure staffing keeps pace with **operational workload**.

4. Overtime Cost Reduction

- Current staffing shortages often require:
  - Mandatory overtime
  - Backfill shifts
- Overtime costs are typically **significantly higher** than academy training costs over time.
- Two academies help:
  - Reduce overtime dependency
  - Improve workforce sustainability
  - Lower long-term fiscal impact

5. Succession Planning and Workforce Stability

- A large portion of the workforce is nearing retirement eligibility.
- Running two academies supports:
  - Knowledge transfer
  - Leadership development pipelines
  - Long-term organizational stability

6. Diversity and Recruitment Opportunities

- Multiple academies provide:
  - Broader recruitment reach
  - Opportunities to improve workforce diversity
  - Flexibility to engage different candidate pools

7. Risk Management and Safety

- Understaffing increases risk to:
  - Firefighters
  - Mutual aid partners
  - The public
- Adequate staffing through accelerated academy training ensures:
  - Safer fireground operations
  - Compliance with safety standards

9. Grant Funding and Budget Alignment

- SAFER grant or budget allocations are available:
  - Running two academies maximizes use of funds within required timelines.
  - Prevents loss of external funding opportunities.

Conclusion

Approving two recruit fire academies is necessary to:

- Restore and maintain safe staffing levels
- Improve emergency response capabilities
- Reduce overtime costs
- Ensure long-term operational readiness

This approach is both **operationally critical and fiscally responsible**, positioning the department to meet current and future service demands.

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2. Project Timeline

Start Date: 9/14/2026

End Date: 6/15/2027

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3. Financial Overview

Total Cost: $750,000. The direct outfitting and training cost per firefighter is approximately $26,800. When academy overhead is included, total cost of $43,000 per recruit depending on class size. Running two academies or larger cohorts reduces per-recruit costs and maximizes the City's investment, especially with SAFER grant-funded positions offsetting personnel expenses."

End of Useful Life

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4. Procurement Method

Existing Contract or New RFP?:

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5. Funding Sources

Alternate Funding Sources Identified: . None located at this time

Conditions or Restrictions of Alternate Funding:

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6. Budgetary Alignment

Included in Current Annual Budget: $99,300. The General Fund is facing a significant shortfall so alternate funding options are being sought.

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7. Implementation Details

Location (Where): Training Center

Implemented By: Fire

Vetted by Local Expert:

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8. Community Impact

Who Benefits: City of Vallejo residents

Estimated Number of People Impacted: All citizens who are in our direct protection

Demographic Impacted: All demographics

Related Council Requests: This is in line with the Council goal to increase public safety

Relevant Commissions Involved:

ACTION ITEM 10.M.

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: Jason Ta, Chief of Police
SUBJECT: **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $302,500 OF MEASURE P FUNDS ANNUALLY TO FUND FLOCK SAFETY TECHNOLOGY FOR FISCAL YEAR 2026/2027 FOR THE VALLEJO POLICE DEPARTMENT**

RECOMMENDATION

Adopt a resolution recommending, or, in the alternative, not recommending that the City Council authorize up to $302,500 of Measure P funds to fund Flock Safety Technology contract for Fiscal Year 2026-27.

BACKGROUND AND DISCUSSION

The Flock camera system was first implemented in Vallejo during 2020 with an initial install of 10 ALPRS and continued to expand over the course of four years. Flock is an investigative tool designed to prevent and solve crimes using state-of-the-art technology. The Falcon ALPR camera system recognizes license plates, temporary plates, no plates, covered plates, as well as vehicle color, make, and model. The Condor Pan-Tilt-Zoom (PTZ) cameras provide situational awareness and can capture people, objects, and events in high resolution with the ability to move the cameras around via remote computer. The cameras can assist the department in addressing the following concerns: violent crimes, prostitution, illegal dumping, sideshow enforcement and deterrence, auto theft, and residential and commercial burglary. These cameras are not traffic enforcement cameras.

To date, the ALPRs have been successful in identifying, locating, and/or apprehending stolen vehicles, murder suspects and everything in between. Our experience with Flock technology has also led to arrests or suspect identification for weapons possessions, burglary, and probation violations, and subjects with outstanding warrants. The technology provides invaluable leads for detectives during follow-up investigations. Also, the alert feature give patrol officers the ability to track the whereabouts of wanted subjects associated to wanted vehicles has also increased apprehensions and increased officer-safety during arrest operations. The CCTV cameras have also been very useful in both real-time and post-event applications. For example, the CCTV camera located at Sonoma and Lemon is regularly used to monitor critical events such as sideshows in real time.

Raven gunshot technology was installed in the City of Vallejo as a pilot project in the fall of 2024 under the oversight of Vallejo's Surveillance Advisory Board. Our technology covers a total of four-square miles within the city encompassing the three regions in Vallejo that have historically experienced the highest levels of gun violence pursuant to crime statistics. Raven detects gunfire, fireworks, as well as sideshow activity through auditory detection technology and can alert officers in the field as well as track historical data. Investing in gunshot detection software is a critical step in enhancing our community's safety and security. By enabling law enforcement to respond swiftly to gunfire incidents, we can mitigate the risks associated with gun violence and foster a safer environment for all residents. As of July 2025, the Raven gunshot technology is currently funded through a United States Community Projects grant until FY26-27. The Raven expansion included (11) additional Falcon ALPR cameras and (10) additional Condor PTZ cameras. The use of Flock Safety technology has been extremely beneficial to the police department's crime solving efforts.

In August 2024, the Vallejo City Council approved a 5-year contract with Flock Safety for an amount not to exceed $1,492,500 or $298,500 annually. At that time, the police department used money from the State of California's Supplemental Law Enforcement Serves Fund (SLESF) to pay for the first year of service. The City Council was advised that for future years, the department would seek other fund sources such as the general fund as well as Measure P funds (see original Flock Safety contract staff report attachment).

Staff recommends the approval of funding for the continuation of Flock Safety technology using Measure P funds. This will continue to enhance community safety, improve emergency response and police investigations, as well as maintain crime prevention benefits. This funding would only be for the duration of the Flock Safety contract set to expire in 2029. Should the desire for Measure P funding for this technology extend beyond 2029, City Staff will return to the Measure P Committee and make that recommendation.

FISCAL IMPACT

$298,500 Flock Safety technology current annual
$4,000 Annual amount to fund the cost of repair, relocation, and replacement of cameras/sensors

_____
$302,500 annually

ATTACHMENTS

1.	MPOC Resolution_VPD_Flock_A CAO Stamp
2.	MPOC Resolution_VPD_Flock_B CAO Stamp
3.	MPOC Project Justification Request_VPD_Flock
4.	10.M 24PD222 FLOCK SAFETY Agreement
5.	10.M Staff Report 9.D 240625
6.	10.M SAB Resolution #001-2023 _VPD_ALPR Reproductive Rights
7.	10.M SAB Resolution #002-2022_VPD_Raven Gunshot 220906

CONTACT

Jason Ta, Chief of Police
jason.ta@cityofvallejo.net

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE MEASURE P FUNDS ANNUALLY TO FUND FLOCK SAFETY TECHNOLOGY FOR THE REMAINING TERM OF THE 60 MONTH CONTRACT FOR THE VALLEJO POLICE DEPARTMENT

WHEREAS, in August 2024, the Vallejo City Council approved a 5-year contract with Flock Safety for an amount not to exceed $1,492,500 or $298,500 annually

WHEREAS, the first year police department used money from the State of California's Supplemental Law Enforcement Serves Fund (SLESF) to pay for the first year of service

WHEREAS, the City Council was advised that for future years, the department would seek other funds sources such as the general fund as well as Measure P funds

WHEREAS, the use of Flock Safety technology (including Falcon ALPR readers, Condor PTZ cameras, and Raven gunshot technology) has been extremely beneficial to the police department's crime solving efforts

WHEREAS, the Measure P Oversite Committee is being asked to fund the annual cost of the Flock Safety contract as well as repair and maintenance.

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby recommends to the City Council that after consideration of Staff's report and presentation, the Measure P Oversight Committee recommends that the City Council allocate Measure P funds for Flock Technology in the amount of $302,500. _____

Reasons:_____

_____

_____

_____

Adopted by the Measure P Oversight Committee at a special meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

JACKIE JONES, CHAIR

ATTEST:

_____

FLORITA CRUZ, SECRETARY

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE MEASURE P FUNDS ANNUALLY TO FUND FLOCK SAFETY TECHNOLOGY FOR THE REMAINING TERM OF THE 60 MONTH CONTRACT FOR THE VALLEJO POLICE DEPARTMENT

WHEREAS, in August 2024, the Vallejo City Council approved a 5-year contract with Flock Safety for an amount not to exceed $1,492,500 or $298,500 annually

WHEREAS, the first year police department used money from the State of California's Supplemental Law Enforcement Serves Fund (SLESF) to pay for the first year of service

WHEREAS, the City Council was advised that for future years, the department would seek other funds sources such as the general fund as well as Measure P funds

WHEREAS, the use of Flock Safety technology (including Falcon ALPR readers, Condor PTZ cameras, and Raven gunshot technology) has been extremely beneficial to the police department's crime solving efforts

WHEREAS, the Measure P Oversite Committee is being asked to fund the annual cost of the Flock Safety contract as well as repair and maintenance.

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby does not recommend to the City Council that after consideration of Staff's report and presentation, the Measure P Oversight Committee recommends that the City Council allocate Measure P funds for Flock Technology in the amount of $302,500. _____

Reasons:_____

_____

_____

_____

Adopted by the Measure P Oversight Committee at a special meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

JACKIE JONES, CHAIR

ATTEST:

_____

FLORITA CRUZ, SECRETARY

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $302,500 OF MEASURE P FUNDS ANNUALLY TO FUND FLOCK SAFETY TECHNOLOGY FOR FISCAL YEAR 2026/2027

1. Project Urgency & Justification

Urgency: This project is urgent in that the second year of the 5-year contract was paid, but there is no identified budget for the remaining years of the technology. Measure P was one of the identified funding sources listed when City Council approved the contract.

2. Project Timeline

Start Date: August 2024
End Date: August 2029

3. Financial Overview

Total Cost: $302,500 per year including maintenance and repair.
End of Useful Life (for equipment): N/A

4. Procurement Method

Existing Contract or New RFP?: Existing Contract

5. Funding Sources

Alternate Funding Sources Identified: General Fund (current budget shortfall), or freezing police position
Conditions or Restrictions of Alternate Funding: Due to the budget shortfall and the non-optimal choice of freezing needed police positions, Measure P was selected as Flock is a very valuable crime prevention and crime solving tool.

6. Budgetary Alignment

Included in Current Annual Budget: No – pending Measure P review

7. Implementation Details

Location (Where): Currently in use
Implemented By: N/A
Vetted by Local Expert: Already vetted by Vallejo Surveillance Advisory Board

8. Community Impact

Who Benefits: As a crime prevention and crime solving tool all Vallejoans benefit
[Describe the groups or individuals who will benefit from the project]
Estimated Number of People Impacted: Crime victims
[Approximate number]
Demographic Impacted: All applicable crime victims and those impacted by crime.
[seniors, youth, low-income households, etc.]
Related Council Requests: None specifically known
[List any councilmembers who have raised this issue or submitted a request]
Relevant Commissions Involved: Surveillance advisory Board (SAB). See attachments to staff report

[Planning, Public Safety, Economic Dev. etc.]

Contract and Routing Form

24PD222

Date Originated:

Finance Department · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4592

Department: Police Department,
Staff Contact: Jason Ackley, jason.ackley@cityofvallejo.net
Contract Type: Other: Master Services Agreement
Vendor: Flock Safety

Contract Not to Exceed Amount: 1492500.00
Contract Start Date: Apr 03, 2024 **End Date:** Apr 03, 2029

Authority to Contract: City Council **Date to Council:** May 28, 2024

Attachments are uploaded for review here: https://bit.ly/vContracts

Approved Pre-Requisition Form

I have uploaded additional files.No

Contract and Routing Form

Signature Page

Department	Initial	Date	Comment
Originating Department/Division			
Risk Manager			
City Attorney's Office			
Department Head			
Finance Department			
City Manager			
City Clerk			

Return executed contract to: Jason Ackley

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Flock Safety + CA - Vallejo PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Graham Carter
graham.carter@flocksafety.com
(415) 329-1307

flock safety

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	**120**	**1B+**	**<60%***
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

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Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint ™ technology. Search filters include: ● Vehicle make ● Body type ● Color ● License plates ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition ● Decals ● Bumper stickers ● Back racks ● Top racks
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: *California SVS* *FDLE* *FL Expired Licenses* *FL Expired Tags* *FL Sanctioned Drivers* *FL Sex Offenders* *Georgia DOR* *IL SOS* *Illinois Leads* *NCIC* *NCMEC Amber Alert* *REJIS* *CCIC* *FBI*
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition		
The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.* *Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department		
Flock Safety Falcon®LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
Fixed, infrastructure-free LPR camera designed for permanent placement. √ 1 Standard LPR Camera √ Unlimited LTE data service + Flock OS platform licenses √ 1 DOT breakaway pole √ Dual solar panels √ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. √ 1 LPR Camera √ Unlimited LTE data service + software licenses √ 1 portable mount with varying-sized band clamps √ 1 Charger for internal battery √ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. √ 1 Long-Rage LPR Camera √ Computing device in protective poly case √ AC Power √ Permitting, installation, and ongoing maintenance

Video	
Dramatically increase the effectiveness of your investment in vehicle recognition by layering live video. Live video streaming and retention provide officers more context before arriving on the scene of an incident (i.e., enhanced situational awareness) and more substantial evidence during post-incident case resolution, promoting safety and crime reduction. Display live video streams, retain video footage, and sift through video footage from third-party and Flock Safety video cameras.	
Flock Safety Wing™ Integration	Flock Safety Condor™ Video
Integrate third-party live video streams to bolster LPR effectiveness with situational awareness. Build better cases with a built-in video management system (VMS). Collect and manage video evidence with 7-day footage retention, instant replay, and downloadable MP4 evidence.	Access real-time and recorded video with a video-as-a-service subscription. Respond to incidents more confidently and solve more crime without managing hardware procurement, installation, or infrastructure and IT maintenance.

Your Flock Safety Team	
Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.	
Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. *Note: Ongoing maintenance does not apply to Falcon Flex devices.*
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.

flock safety

EXHIBIT A
ORDER FORM

Customer:	CA - Vallejo PD	Initial Term:	60 Months
Legal Entity Name:	CA - Vallejo PD	Renewal Term:	24 Months
Accounts Payable Email:	bonnie.mirante@cityofvallejo.net	Payment Terms:	Net 30
Address:	111 Amador Street Vallejo, California 94590	Billing Frequency:	Annual - First Year at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$298,500.00**
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	99	Included
Flock Safety Falcon ® Flex	Included	2	Included
Flock Safety Video Products			
Flock Safety Condor ™ PTZ w/ LTE Service	Included	15	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$298,500.00
Annual Recurring Subtotal:	$298,500.00
Discounts:	$252,500.00
Estimated Tax:	$0.00
Contract Total:	$1,492,500.00

*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.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$298,500.00
Annual Recurring after Year 1	$298,500.00
Contract Total	$1,492,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$252,500.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOS™	Flock Safety's situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.
Flock Safety Condor™	Flock's pan, tilt, zoom (PTZ) or fixed cameras which capture video footage with the option to stream live video, capture and view video recordings, and upload videos.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Law Enforcement Network Access	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

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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 Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: DocuSigned by: Mark Smith AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 8/8/2024

Customer: CA - Vallejo PD

By: Signed by: 0F60CAE6778840F...

Name: Andrew Murray

Title: City Manager

Date: 8/13/2024

PO Number:

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***") on this the 03 day of April 2024. This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the

Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "***Customer Data***" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "***Flock Network End User(s)***" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

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1.9 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 *"**Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.13 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 "***Vehicle Fingerprint*™**" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

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2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("***Retention Period***"). Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of Authorized End User which would constitute a breach of this agreement if undertaken by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) and Customer shall receive a credit for each day of Service Interruption. For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell or otherwise distribute Customer Data to any person or entity not specifically authorized by Customer to have Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (**"*Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell or otherwise distribute Customer Generated Data to any person or entity not specifically authorized by Customer to have Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell or otherwise distribute Anonymized Data to any person or entity not specifically authorized to have Anonymized Data. Flock shall, to the fullest extent permitted by law, indemnify and hold Customer harmless, including the costs of defense with an attorney approved by Customer (such approval not to be unreasonably withheld) for any resulting liability arising from the negligent or willful failure by Flock to anonymize Customer Data and Customer Generated Data as set forth in this section 4.3.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes

non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is a trade secret shall continue in perpetuity or until such information is no longer a trade secret. Notwithstanding anything to the contrary in this section 5.1, the Parties recognize that Customer is obligated to comply with the California Public Records Act and that said compliance will not be deemed a breach of this Agreement.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the

source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations. Flock shall, to the fullest extent permitted by law, indemnify and hold Customer harmless for any such disclosure by Flock that is negligent or willful and for the wrongful disclosure or use of the footage arising from such disclosure. Flock shall pay all damages, costs and attorney fees of Customer for any action of any kind against Customer related to or arising from Flock's negligent or wrongful disclosure of any such footage. Flock acknowledges and agrees that Flock has been provided a copy of the Customer's Policy (Policy) relating to shared data, including disclosure of footage, and that Flock acknowledges and agrees to the provisions of the Policy relating to prohibited uses/disclosure and will not, pursuant to any section of this Master Agreement disclose footage which is related to a prohibited use pursuant to the Policy or a violation of California Law. In the event that Flock has a good faith belief that it is required by law to disclose data/footage that does not comply with the Policy or California law, Flock will promptly notify Customer of such belief. Customer may take any action it deems necessary or advisable to prevent such disclosure.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 **Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and

Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, 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***") .

7.2 **Termination.** After the expiration of the initial term, either party may terminate this agreement with 60-days' notice to the non-terminating party. Upon termination or expiration of this Agreement after the initial term, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE POLICY LIMITS OF FLOCKS INSURANCE AS SET FORTH IN EXHIBIT B WHETHER OR NOT THOSE POLICIES ARE IN EFFECT, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT

ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS. THIS SECTION 9.1 SHALL NOT LIMIT FLOCK'S LIABILITY AS TO ANY THIRD PARTY THAT IS NOT A PARTY TO THIS AGREEMENT.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right. Flock agrees to comply with all applicable California state laws related to the payment of prevailing wage to employees installing the Flock Equipment.

10.2 **Installation Indemnification**. Flock shall, to the fullest extent permitted by law, indemnify and hold harmless the City, its employees, its agents, its attorneys and consultants for all acts or omissions by any Flock employee, contractor or subcontractor committed during the installation or removal of any Flock equipment. Said indemnification shall, for the term of this Agreement, extend to any dangerous condition of public property created or caused by any Flock employee, contractor or subcontractor. Said indemnification shall include the costs of defense, including, but not limited to, attorney fees, expert fees and court costs. The City's negligent or willful acts are excluded from this indemnification.

10.3 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.4 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.5 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.6 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon

removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer’s purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer’s purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the

terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon 60 days prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

DATE: June 25, 2024
TO: Mayor and Members of the City Council
FROM: Jason Ta, Interim Chief of Police
SUBJECT: **ADOPT A RESOLUTION APPROVING AN AGREEMENT WITH FLOCK SAFETY FOR CAMERAS IN THE AMOUNT OF $1,492,500 FOR A TERM OF 60-MONTHS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an agreement with Flock Safety for the renewal of automated license plate readers (Flock Falcons) and security cameras (Flock Condors) in an amount not to exceed $1,492,500 over a term of 60 months.

REASONS FOR RECOMMENDATION

During the past several years, sworn staffing has continued to decrease. Consequently, retaining technology that has been successful in reducing crime is urgently needed. Flock Safety cameras optimize the department's limited resources by utilizing advanced technology and efficient investigative techniques. For the aforementioned reasons, the valuable information derived from the cameras justifies the renewal of this contract.

BACKGROUND AND DISCUSSION

The Flock Safety cameras were first implemented in Vallejo during 2020 with an initial installation of 10 Flock ALPR cameras and expanding over the course of 3 years to total 101 Flock ALPR cameras and 15 Flock security cameras. Flock Safety cameras are investigative tools designed to prevent and solve crimes using state-of-the-art technology. The ALPR camera system recognizes temporary plates, no plates, covered plates, state detection and two lanes of traffic. The security cameras provide situational awareness and captures people and objects (i.e. guns). The cameras assist the department in addressing the following concerns: violent crimes, prostitution, illegal dumping, sideshow enforcement and deterrence, auto theft, and residential and commercial burglary. These cameras are not designed to be traffic enforcement cameras and not used by the department for traffic enforcement measures.

To date, the ALPR cameras have been successful in locating and apprehending stolen vehicles and criminal offenders. Department data shows that these offenders were also committing other crimes such as: weapons possession, drug possession, probation violations, and subjects with outstanding warrants. The technology provides invaluable leads for detectives during follow-up investigations. The ability to track the whereabouts of wanted subjects associated to wanted vehicles has also increased apprehensions and increased officer-safety during arrest operations. The cameras have also been beneficial in both real-time and post-event applications. For example, the security camera located at Sonoma Boulevard and Lemon Street is regularly used to monitor critical events such as sideshows in real-time.

As directed by council, the Surveillance Advisor Board (SAB) will receive an efficacy presentation on June 20. The SAB is tasked with providing a recommendation to the City Council on whether the City should continue to use this technology.

The renewal contract for the existing 116 devices is $298,500 annually. Currently, Flock Safety expenses are

paid using the California Supplemental Law Enforcement Special Account Funding (SLESA). The budgeted monies available from SLESA annually are insufficient to cover this on-going annual cost over the term of the contract. Historically, SLESA funding had been primarily used to pay for training and equipment, which are not covered by other funding sources. SLESA funds are also used to test/pilot new technology such as body-worn cameras and in-car cameras, which once proven to be successful are transitioned to the Police Department's General Fund budget. Critical training, equipment needs, and new technology pilot programs cannot be addressed using SLESA monies if all the funds are dedicated to Flock Safety.

FISCAL IMPACT

The fiscal impact of the Flock Safety camera program is $298,500 annually for 5 years. Staff recommends funding for year 1 of the contract continue to be allocated through the department's SLESA (Fund#151) funds. Additionally, the 2005-1B Mare Island CFD (Fund#114) will continue to fund 10 residential cameras.

Staff is currently exploring various state and federal funding options for out years including proposing this project to the Measure P Oversight Committee and/or the General Fund utilizing salary savings via freezing a Police Officer position (FTE).

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

ATTACHMENTS

1.	Flock Safety Resolution CAO Stamp
2.	MSA - CA - Vallejo PD - Law Enforcement Agreement CAO Stamp
3.	CA - Vallejo PD - Law Enforcement Agreement CAO Stamp

CONTACT

Jason Ta, Interim Chief of Police (707) 648-4540
jason.ta@cityofvallejo.net

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RESOLUTION NO. 001-2023

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SURVEILLANCE ADVISORY BOARD OF THE CITY OF VALLEJO RECOMMENDING THE ADOPTION AND IMPLEMENTATION OF A VALLEJO POLICE DEPARTMENT POLICY RELATED TO THE SHARING OF SURVEILLANCE DATA WITH LAW ENFORCEMENT JURISDICTIONS THAT INTEND TO PROSECUTE OR INTERFERE WITH THE EXERCISE OF REPRODUCTIVE RIGHTS IN CALIFORNIA

WHEREAS, for more than 50 years, women in all 50 states, possessed a uniform right to reproductive freedom as a result of the United States Supreme Court decision in *Roe v. Wade* (1973) 92 S.Ct. 705; and

WHEREAS, in July 2022, the United States Supreme Court overturned its ruling in *Roe v. Wade* in its decision in *Dobbs v. Jackson Women's Health Organization* (2022) 142 S.Ct. 2228; and

WHEREAS, the decision in *Dobbs* allows individual states to determine whether and in what ways a woman may access reproductive health care; and

WHEREAS, following the decision in *Dobbs*, several states immediately either outlawed abortion altogether or severely limited access to it; and

WHEREAS, in 2002, the State of California adopted the Reproductive Privacy Act; and

WHEREAS, in 2020, the California State Legislature amended the Reproductive Privacy Act stating as follows: "The Legislature finds and declares that every individual possesses a fundamental right of privacy with respect to personal reproductive decisions, which entails the right to make and effectuate decisions about all matters relating to pregnancy, including prenatal care, childbirth, postpartum care, contraception, sterilization, abortion care, miscarriage management and infertility care," (Health and Safety Code section 123462) and

WHEREAS, the Reproductive Privacy Act also states: "Every pregnant individual or individual who may become pregnant has the fundamental right to choose to bear a child or to choose to have and to obtain an abortion . . ." (Health and Safety Code section 123462(b)), and

WHEREAS, the Vallejo Police Department utilizes Automatic License Plate Reader (ALPR) technology that can track the movement of individuals including individuals from other states seeking reproductive health care services in California; and

WHEREAS, the Vallejo Police Department shares ALPR data with other law enforcement agencies, including those agencies in states that have severely restricted access to reproductive health services; and

WHEREAS, shared ALPR data may be used by other states to prosecute individuals who are residents of those states for exercising their reproductive health care rights in California; and

WHEREAS, the Board desires to recommend to VPD and to the Vallejo City Council that VPD adopt or modify its policy concerning the use of ALPR data by all law enforcement agencies and restrict said use to legitimate law enforcement uses and prohibit the use of such data to arrest, cite, prosecute,

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intimidate or harass any person who is seeking or intends to seek reproductive health care services in California.

NOW, THEREFORE, the Board of Directors of the Surveillance Advisory Board hereby resolves as follows:

1. The Board recommends that the Chief of Police of the Vallejo Police Department adopt and implement a policy, as amended, prohibiting law enforcement agencies with which VPD shares ALPR data from using said data to arrest, cite, prosecute, intimidate or harass any person who is seeking or intends to seek reproductive health care services in California.
2. Before sharing ALPR data with another law enforcement agency, the Board recommends that VPD enter into a signed agreement in which the law enforcement agency seeking ALPR data agrees that any such shared data will not be used by that agency, or by any other agency or entity within the state in which the law enforcement agency is located, to arrest, cite, prosecute, intimidate or harass any person who is seeking or intends to seek reproductive health care services in California.

Adopted by the Surveillance Advisory Board at a regular meeting held on March 16, 2023 with the following vote:

AYES: Sorce, McMillian, Balbuena, Chen, Reddelle, Chisley, Moreno

NOES: None

ABSENT: None

ABSTAIN: None

DocuSigned by:
0B2F26E43E4F48C...
ANDREA SORCE, Vice Chair 3/21/2023

ATTEST:

DocuSigned by:
Naveed Ashraf
FCE7C940B4D0454...
NAVEED ASHRAF, Secretary 3/21/2023

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RESOLUTION NO. ___002-2022_____

A RESOLUTION OF THE CITY OF VALLEJO SURVEILLANCE ADVISORY BOARD RECOMMENDING AGAINST DEPLOYMENT OF THE FLOCK GUNSHOT DETECTION SYSTEM

WHEREAS, the City Council of the City of Vallejo created the Surveillance Advisory Board (the "SAB") by adopting Chapter 2.27 of the Vallejo Municipal Code (the "Code"); and

WHEREAS, the purpose of the SAB is to review and advise the City Council, City Manager and City Departments concerning the acquisition, deployment and use of surveillance technology within the City of Vallejo (the "City"); and

WHEREAS, section 2.27.030D of the Code requires a City Department head to submit requests for review to the SAB of surveillance technology desired to be deployed in the City; and

WHEREAS, the Chief of Police has submitted a request to review the use of the Flock Gunshot Detection System as a beta test within the City of Vallejo; and

WHEREAS, the SAB has 45 days from the date of the request to issue a recommendation to the City Council, the City Manager and the Chief of Police; and

WHEREAS, the SAB has reviewed the staff report and other materials submitted to the SAB by the Chief of Police; and

WHEREAS, the SAB has considered the presentations and statements of the Chief of Police, the Deputy Chief and representatives of Flock Safety concerning the propose Gunshot Detection System.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The SAB hereby recommends that the City not deploy the Flock Gunshot Detection System for the following reasons:

    a. There are currently no hard metrics and data about the effectiveness of this technology;
    b. There are no clear measures of success versus failure for the proposed beta test of the system;
    c. There is likely to be an increase in staff/officer time because the system may produce additional calls for service at a time when the Vallejo Police Department is significantly understaffed;
    d. The proposed policy fails to address the possibility of escalation when officers arrive on scene expecting active shooters after receiving a notification from the system;
    e. There are significant concerns about data retention and privacy that need to be addressed before any such system is deployed.

2. Although the SAB does not recommend deployment of this technology at this time, the SAB acknowledges the need to address gun violence in the City and the potential of new technologies to assist with this important issue.

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3. If the City determines that it will proceed with the deployment of the Gunshot Detection System, the SAB requests that it be allowed to provide recommendations and input on the proposed policy for use of the system.

4. The SAB is not entirely against the use of such technology and is willing to reconsider its use at a later date provided its concerns are addressed. If the City reconsiders this technology in the future, the SAB suggests that it only be deployed if there is available peer-reviewed data showing the effectiveness of the system. Further, the City should consider the impact that the deployment will have on the minimal resources currently available to the City such as the additional staff and officer time that will be required.

Adopted by the Surveillance Advisory Board of the City of Vallejo at a Special Meeting held on August 3, 2022 with the following vote:

AYES: BALBUENA, MCMILLIAN, REDDELL, SORCE
NOES: YUN, CHEN
ABSENT: BREGENZER
ABSTAIN:

DocuSigned by:
B078A2AF8889487...
NAOMI YUN, CHAIR

ATTEST:

DocuSigned by:
Naveed Ashraf
FCE7C940B4D0454...
NAVEED ASHRAF, SECRETARY

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: Jason Ta, Chief of Police
SUBJECT: **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $480,000 OF MEASURE P FUNDS TO FUND TECHNOLOGY AND SOFTWARE PURCHASES FOR AXON ENTERPRISE, INC. FOR FISCAL YEAR 2026/2027 FOR USE BY THE VALLEJO POLICE DEPARTMENT**

RECOMMENDATION

Adopt a resolution recommending or, in the alternative, not recommending that the City Council authorize up to $480,000 of Measure P funds to fund Axon Enterprise, Inc. for Fiscal Year 2026-27.

BACKGROUND AND DISCUSSION

On December 2, 2024, this agreement and proposed technology was presented to the City's Surveillance Advisory Board (SAB). SAB recommended the City Council support this agreement and proposed technology.

On December 17, 2024 the City Council accepted SAB's recommendation and approved the contract with Axon Enterprise Inc.

This contract with Axon for the Officer Safety Plan 10+, which bundles all Axon products and features into one contract for easy budget management, cost savings, and includes all maintenance and upgrades as new products are released. This ensures the City has state-of-the-art technology on a consistent basis. This contract offers the following features:

- Unlimited Storage: Information Technology and Police department staff recommend the department purchase unlimited storage. Unlimited storage ensures that the department has adequate space to store all digital files including camera footage, photos, video and audio files for all cases.

- Evidence.com software licenses: Evidence.com provides a comprehensive data management solution that provides effective and efficient collection, transfer, retrieval, sharing, and management of digital evidence files. Evidence.com is a cloud-based software, which means no physical servers or hardware are located at the department and provides a higher level of security and stability than local storage.

- Axon Body 4: The latest body camera offered by Axon, all department cameras will be upgraded to the Body 4 technology. The contract allows for 115 cameras.

- Taser 10: The latest Taser integrates with Evidence.com to automatically download firmware updates and allows for easy inventory management. Additionally, improved darts technology allows for improved accuracy and quantity, resulting in increased effectiveness during deployment.

- Fleet 3 In-Car Cameras: This contract renews the existing (4) Fleet 3 cameras and adds (15) Fleet 3 kits for a total of (55) in-car Fleet 3 dash cameras.

- Axon Air: Software management for the agency's drone program. Allows agency to easily retain flight logs, audit trails, maintenance logs, and upload evidence securely to Axon servers.

- Respond Plus: Enhances real-time coordination during critical incidents with location-based insights and communication tools.

- Auto-Tagging: Utilizes agency CAD data to automatically label BWC video for proper evidence retention.

- Redaction Assistant: Automates video redaction, protecting privacy while maintaining transparency.

- Community Request: Enables direct community engagement, allowing the public to submit evidence securely.

- Axon Performance**:** Streamlines agency video reviews, measures policy compliance, assists officers with labeling videos.

- Complimentary Services: Virtual reality Taser 10 setup and 2-day training for up to 10 students. Free Axon Interview Program for (4) total rooms - this technology could replace the department’s existing interview room recording technology if deemed higher in quality. These items have been included by Axon at no cost to show Axon’s commitment to the department’s success and appreciation for our partnership for almost 10
years.

Staff recommends the approval of funding for the continuation of Axon Enterprise Inc. using Measure P funds. This will continue to enhance community safety, improve emergency response and police investigations, as well as maintain crime prevention benefits. This funding will be for Fiscal Year 2026/2027 of the Axon Enterprise Inc. Should the desire for Measure P funding for this technology extend beyond Fiscal Year, 2026/2027, City Staff will return to the Measure P Committee and make that recommendation

FISCAL IMPACT

Flock Safety technology's current annual cost is $465,308.
The annual amount to fund the cost of repair, relocation, and replacement of cameras/sensors is $14,692.

If approved, $480,000 will be paid out of Measure P for FY26/27.

ATTACHMENTS

1.	MPOC Resolution_VPD_Axon_A CAO Stamp
2.	MPOC Resolution_VPD_Axon_B CAO Stamp
3.	MPOC Project Justification Request_VPD_Axon
4.	10.N 25PD096 AXON ENTERPRISE INC Master Services and Purchasing Agreement
5.	10.N CC Resolution #24-209_VPD_Axon
6.	10.N SAB Resolution #2024-002_VPD_Axon

CONTACT

Jason Ta, Chief of Police
jason.ta@cityofvallejo.net

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE MEASURE P FUNDS TO FUND TECHNOLOGY AND SOFTWARE PURCHASES FROM AXON ENTERPRISE, INC. FOR $480,000 FOR FISCAL YEAR 2026/2027 FOR THE VALLEJO POLICE DEPARTMENT

WHEREAS, Axon Enterprise, Inc. has been providing important hardware, software and services to the Vallejo Police Department since 2015, which includes but is not limited to: body worn and in-car camera systems, Taser equipment, data storage; and

WHEREAS, the Vallejo Police Department has reviewed, negotiated and is now recommending the City enter into a new five-year agreement with Axon Enterprise, Inc. to provide continued continuity of services and updated equipment for law enforcement personnel; and

WHEREAS, the Surveillance Advisory Board met on December 2, 2024, wherein the Board received a presentation from City and Axon staff, and approved a resolution (#2024-002) recommending the City Council approve said contract.

WHEREAS, the City Council met on December 17, 2024, wherein the Board received a presentation from City and Axon staff, and approved a resolution (#2024-209) approving said contract.

NOW, THEREFORE BE IT RESOLVED that the Measure P Oversight Committee hereby recommends to the City Council that after consideration of staff's report and presentation, the Measure P Oversight Committee recommends that the city council allocate Measure P funds for Axon Enterprise, Inc. in the amount of $480,000.

Adopted by the Measure P Oversight Committee at a special meeting held on April 30, 2026, with the following vote:

AYES:
NOES:
ABSENT:

ABSTAIN

ATTEST

_____

JACKIE JONES, CHAIR

FLORITA CRUZ, SECRETARY

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE MEASURE P FUNDS TO FUND PURCHASES OF TECHNOLOGY, EQUIPMENT AND SOFTWARE FROM AXON ENTERPRISE, INC. FOR $480,000 FOR FISCAL YEAR 2026/2027 FOR THE VALLEJO POLICE DEPARTMENT

WHEREAS, Axon Enterprise, Inc. has been providing important hardware, software and services to the Vallejo Police Department since 2015, which includes but is not limited to: body worn and in-car camera systems, Taser equipment, data storage; and

WHEREAS, the Vallejo Police Department has reviewed, negotiated and is now recommending the City enter into a new five-year agreement with Axon Enterprise, Inc. to provide continued continuity of services and updated equipment for law enforcement personnel; and

WHEREAS, the Surveillance Advisory Board met on December 2, 2024, wherein the Board received a presentation from City and Axon staff, and approved a resolution (#2024-002) recommending the City Council approve said contract.

WHEREAS, the City Council met on December 17, 2024, wherein the Board received a presentation from City and Axon staff, and approved a resolution (#2024-209) approving said contract.

NOW, THEREFORE BE IT RESOLVED that the Measure P Oversight Committee hereby does not recommend to the City Council that after consideration of staff's report and presentation, the Measure P Oversight Committee recommends that the city council allocate Measure P funds for Axon Enterprise, Inc. in the amount of $480,000.

Adopted by the Measure P Oversight Committee at a special meeting held on April 30, 2026, with the following vote:

AYES:
NOES:
ABSENT:

ABSTAIN

ATTEST

_____

JACKIE JONES, CHAIR

FLORITA CRUZ, SECRETARY

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $480,000 OF MEASURE P FUNDS TO FUND AXON ENTERPRISE, INC. FOR FISCAL YEAR 2026/2027

1. Project Urgency & Justification

Urgency: This project is urgent that in the second year of the 5-year contract was paid, but there is no identified budget for the remaining years of the technology. Measure P was one of the identified funding sources listed when discussing the budget for FY26/27.

2. Project Timeline

Start Date: December 2024
End Date: December 2029

3. Financial Overview

Total Cost: $480,000 per year including maintenance and repair.
End of Useful Life (for equipment): N/A

4. Procurement Method

Existing Contract or New RFP?: Existing Contract

5. Funding Sources

Alternate Funding Sources Identified: General Fund (current budget shortfall), or freezing police position
Conditions or Restrictions of Alternate Funding: Due to the budget shortfall and the non-optimal choice of freezing needed police positions, Measure P was selected as Axon is a very valuable crime prevention and crime solving tool.

6. Budgetary Alignment

Included in Current Annual Budget: No – pending Measure P review

7. Implementation Details

Location (Where): Currently in use
Implemented By: N/A
Vetted by Local Expert: Already vetted by Vallejo Surveillance Advisory Board

8. Community Impact

Who Benefits: As a crime prevention and crime solving tool all Vallejoans benefit
[Describe the groups or individuals who will benefit from the project]
Estimated Number of People Impacted: Crime victims
[Approximate number]
Demographic Impacted: All applicable crime victims and those impacted by crime.
[seniors, youth, low-income households, etc.]
Related Council Requests: None specifically known
[List any councilmembers who have raised this issue or submitted a request]
Relevant Commissions Involved: Surveillance advisory Board (SAB). See attachments to staff report

[Planning, Public Safety, Economic Dev. etc.]

Contract and Routing Form

25PD096

Date Originated:

Finance Department · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4592

Department: Police Department,
Staff Contact: Ayat Biltagi , ayat.biltagi@cityofvallejo.net
Contract Type: Master Consultant and Professional Services Agreement
Vendor: AXON ENTERPRISE, INC. **Vendor Number:**100352

Contract Not to Exceed Amount: 2293030.00
Contract Start Date: Dec 02, 2024 **End Date:** Dec 31, 2029
Option to Extend: yes
Authority to Contract: City Council **Date to Council:** Dec 17, 2024

Attachments are uploaded for review here: https://bit.ly/vContracts

Approved Pre-Requisition Form

Insurance

Contract and Routing Form

Signature Page

Department	Initial	Date	Comment
Originating Department/Division			
Risk Manager			
City Attorney's Office			
Department Head			
Finance Department			
City Manager			
City Clerk			

Return executed contract to: Jason Ackley

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This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes**. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Except for claims related to bodily injury, death or real or personal property or product liability, Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Customer or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or a Customer end user; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

16.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

16.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices.Only if terminating for non-

appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, Customer will provide Axon 10 days to seek an order from an appropriate court to prevent such disclosure. If Axon fails to provide a file stamped copy of a complaint or request for temporary restraining order within said 10-days, Customer may disclose the requested information.

18. **General**.

    18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

    18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

    18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

    18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

    18.5. **Compliance with Laws**. Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968.

    18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

    18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

    18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

    18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

    18.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

    18.11. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

    18.12 **Entire Agreement**. This Agreement, the Appendices, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

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AXON:

Axon Enterprise, Inc.

Signature: Signed by: Robert Driscoll 55DAEBB131A4424...

Name: Robert Driscoll

Title: Deputy General Counsel

Date: 12/23/2024 | 2:03 PM MST

CUSTOMER:

Signature: Signed by: 0F60CAE6778840F...

Name: Andrew Murray

Title: City Manager

Date: 12/20/2024

Axon Cloud Services Terms of Use Appendix

1. Definitions.

   a. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

   b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

   c. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

   d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

   e. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

   f. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access**. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

3. **Customer Owns Customer Content**. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

   a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

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6. **Privacy**. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning**. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Customer,

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

9. **Third-Party Unlimited Storage**. For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

10. **Location of Storage**. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.

11. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

12. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

13. **TASER Data Science Program**. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

14. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

15. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

16. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

17. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

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b. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

c. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

d. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.

e. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

18. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

f. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

g. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

h. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

i. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;

j. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

k. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

l. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

m. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

19. **Axon Narrative.** AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

20. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

21. **Post-Termination Assistance**. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

22. **U.S. Government Rights**. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal

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Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

23. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration**.**

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services**. Customer authorizes Axon to access relevant Customer

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computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

16. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

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TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term**. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights**. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
    10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
    10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating

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for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Customer Responsibilities**. Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

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Axon Fleet Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities**.

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

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6. **Acceptance Checklist**. If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

   7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

5. **Axon Respond Service Limitations**. Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.

    1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.

    1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.

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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.

   1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities**. When using API Service, Customer and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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FUSUS Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Access**. Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon's Evidence.com may not be accessible or transferable to the FUSUS cloud services.

2. **Product Limits**. The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

   Overages may result in additional fees or the need to upgrade product.

3. **Disclaimer**. Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and that Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

4. **Data Privacy**. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

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Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use**. Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management**. Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.

1.3. "**Customer Data**" means

1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Customer Owns My90 Customer Content**. Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the United States. Ownership of My90 Customer Content remains with Customer.

9. **Required Disclosures**. Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Customer Use of Aggregated Survey Response**. Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Customer Content**. With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon shall not respond to such requests, complaints, or communications, unless Customer has given Axon written

instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention**. Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared**. Customer is responsible for:
    18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
    18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
    18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
    18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90**. Prior to enrolling in My90, Customer will:
    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
    19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
    19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities**. Customer is responsible for:
    20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if

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account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

    22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

    22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

    22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

    22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

    22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

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Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

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

Q-606911-45551.815BM

Issued: 09/16/2024

Quote Expiration: 08/31/2024

Estimated Contract Start Date: 10/01/2024

Account Number: 109785

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Vallejo Police Dept. - CA 111 Amador St Vallejo, CA 94590-6301 USA	Vallejo Police Dept. - CA 111 Amador St Vallejo CA 94590-6301 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brian Moutinho Phone: +1 9168062275 Email: bmoutinho@axon.com Fax:	Bonnie Mirante Phone: (707) 648-5565 Email: bonnie.mirante@cityofvallejo.net Fax: (707) 553-7206

Quote Summary

Program Length	60 Months
TOTAL COST	$2,220,298.29
ESTIMATED TOTAL W/ TAX	$2,293,028.26

Discount Summary

Average Savings Per Year	$234,968.01
TOTAL SAVINGS	$1,174,840.04

Quote approved by:

Signed by:
0F60CAE6778840F...

City Manager

Payment Summary

Date	Subtotal	Tax	Total
Sep 2024	$414,181.05	$17,615.21	$431,796.26
Sep 2025	$451,529.31	$13,778.68	$465,307.99
Sep 2026	$451,529.31	$13,778.68	$465,307.99
Sep 2027	$451,529.31	$13,778.68	$465,307.99
Sep 2028	$451,529.31	$13,778.72	$465,308.03
Total	**$2,220,298.29**	**$72,729.97**	**$2,293,028.26**

Quote Unbundled Price:	**$3,395,138.33**
Quote List Price:	**$2,803,385.33**
Quote Subtotal:	**$2,220,298.29**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	($50,752.25)	($50,752.25)	$0.00	($50,752.25)
100552	TRANSFER CREDIT - GOODS	1			$1.00	$59,934.50	$59,934.50	$5,543.94	$65,478.44
CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	2	60	$116.67	$116.67	$58.34	$7,000.20	$0.00	$7,000.20
M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100	60	$399.54	$297.90	$297.90	$1,787,400.00	$65,306.56	$1,852,706.56
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	60	$183.34	$183.34	$91.67	$5,500.20	$0.00	$5,500.20
A00006	BUNDLE - AXON AIR - COPILOT BUNDLE	2	60			$58.34	$7,000.20	$0.00	$7,000.20
B00022	BUNDLE - UNLIMITED PLUS	15	60	$303.21	$238.32	$25.99	$23,391.00	$1,879.47	$25,270.47
Fleet3BRe	Fleet 3 Basic Renewal	40	60	$64.54	$96.41	$69.74	$167,376.00	$0.00	$167,376.00
A la Carte Hardware									
100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	5			$2.99	$0.00	$0.00	$0.00	$0.00
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4			$2,695.00	$0.00	$0.00	$0.00	$0.00
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3			$397.51	$0.00	$0.00	$0.00	$0.00
74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	3			$132.00	$0.00	$0.00	$0.00	$0.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3			$243.31	$0.00	$0.00	$0.00	$0.00
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3			$685.49	$0.00	$0.00	$0.00	$0.00
50322	AXON INTERVIEW - TOUCH PANEL PRO	2			$3,286.23	$0.00	$0.00	$0.00	$0.00
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	1			$397.51	$0.00	$0.00	$0.00	$0.00
74059	AXON INTERVIEW - ENCLOSURE - MOTION SENSOR	1			$244.01	$0.00	$0.00	$0.00	$0.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1			$243.31	$0.00	$0.00	$0.00	$0.00
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1			$685.49	$0.00	$0.00	$0.00	$0.00
50220	AXON INTERVIEW - POE SWITCH - 8 PORT	2			$1,137.03	$0.00	$0.00	$0.00	$0.00
50294	AXON INTERVIEW - SERVER - LITE	4			$3,722.47	$0.00	$0.00	$0.00	$0.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4			$243.31	$0.00	$0.00	$0.00	$0.00
50298	AXON INTERVIEW - CAMERA - OVERT DOME	4			$992.92	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	15			$1,638.90	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	115			$849.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
20248	AXON TASER - EVIDENCE.COM LICENSE	131	3		$5.20	$0.00	$0.00	$0.00	$0.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	4	55		$32.69	$0.00	$0.00	$0.00	$0.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	55		$27.96	$0.00	$0.00	$0.00	$0.00
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	4	55		$1,750.00	$0.00	$0.00	$0.00	$0.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	55		$110.77	$0.00	$0.00	$0.00	$0.00
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	55		$1,500.00	$0.00	$0.00	$0.00	$0.00
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	60		$33.85	$16.93	$15,232.50	$0.00	$15,232.50
11520	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 3YR	40	60		$639.00	$639.00	$25,560.00	$0.00	$25,560.00
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	40	60		$64.01	$64.01	$153,624.00	$0.00	$153,624.00

ProLicense	Pro License Bundle	7	60	$43.40	$43.33	$18,198.60	$0.00	$18,198.60
A la Carte Services								
101267	AXON VR - PSO - FULL INSTALLATION	1		$12,000.00	$0.00	$0.00	$0.00	$0.00
85147	AXON TASER - PSO - STARTER	1		$14,000.00	$0.00	$0.00	$0.00	$0.00
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1		$6,786.00	$0.00	$0.00	$0.00	$0.00
20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130	3	$2.70	$0.00	$0.00	$0.00	$0.00
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4		$7,450.00	$0.00	$0.00	$0.00	$0.00
75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1		$3,000.00	$0.00	$0.00	$0.00	$0.00
101078	AXON AIR - RTC VIRTUAL ONBOARDING	1		$1,666.67	$833.34	$833.34	$0.00	$833.34
A la Carte Warranties								
80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	49	$9.95	$0.00	$0.00	$0.00	$0.00
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	40	60	$0.00	$0.00	$0.00	$0.00	$0.00
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	156	3	$0.50	$0.00	$0.00	$0.00	$0.00
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	3	$7.45	$0.00	$0.00	$0.00	$0.00
80395	AXON TASER 7 - EXT WARRANTY - HANDLE	134	3	$7.45	$0.00	$0.00	$0.00	$0.00
50448	AXON INTERVIEW - EXT WARRANTY	4	44	$28.49	$0.00	$0.00	$0.00	$0.00
Total						**$2,220,298.29**	**$72,729.97**	**$2,293,028.26**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	09/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	115	1	09/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	127	1	09/01/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	127	1	09/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	15	1	09/01/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	15	1	09/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	15	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100126	AXON VR - TACTICAL BAG	4	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	100	2	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	2	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	3	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	100	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	2000	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	600	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	90	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	10	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2	1	09/01/2024

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	100	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100748	AXON VR - CONTROLLER - TASER 10	4	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	3	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	1	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101294	AXON VR - TABLET	4	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101300	AXON VR - TABLET CASE	4	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	17	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	100	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20378	AXON VR - HEADSET - HTC FOCUS 3	4	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	200	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	09/01/2024
BUNDLE - UNLIMITED PLUS	100126	AXON VR - TACTICAL BAG	1	1	09/01/2024
BUNDLE - UNLIMITED PLUS	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	15	1	09/01/2024
BUNDLE - UNLIMITED PLUS	100748	AXON VR - CONTROLLER - TASER 10	1	1	09/01/2024
BUNDLE - UNLIMITED PLUS	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	09/01/2024
BUNDLE - UNLIMITED PLUS	101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	1	1	09/01/2024
BUNDLE - UNLIMITED PLUS	101294	AXON VR - TABLET	1	1	09/01/2024
BUNDLE - UNLIMITED PLUS	101300	AXON VR - TABLET CASE	1	1	09/01/2024
BUNDLE - UNLIMITED PLUS	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	09/01/2024
BUNDLE - UNLIMITED PLUS	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	30	1	09/01/2024
A la Carte	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	5	1	09/01/2024
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	1	09/01/2024
A la Carte	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	1	1	02/01/2025
A la Carte	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3	1	02/01/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	1	02/01/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	1	02/01/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	1	02/01/2025
A la Carte	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3	1	02/01/2025
A la Carte	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1	1	02/01/2025
A la Carte	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	2	1	02/01/2025
A la Carte	50294	AXON INTERVIEW - SERVER - LITE	4	1	02/01/2025
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	4	1	02/01/2025
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	2	1	02/01/2025
A la Carte	74059	AXON INTERVIEW - ENCLOSURE - MOTION SENSOR	1	1	02/01/2025
A la Carte	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	3	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	300	1	09/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	800	1	09/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	300	1	09/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	800	1	09/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100210	AXON VR - TAP REFRESH 1 - TABLET	4	1	03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	1	03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	1	03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	1	03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	103	1	03/01/2027

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	13	1	03/01/2027
BUNDLE - UNLIMITED PLUS	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	03/01/2027
BUNDLE - UNLIMITED PLUS	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	03/01/2027
BUNDLE - UNLIMITED PLUS	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	03/01/2027
BUNDLE - UNLIMITED PLUS	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	03/01/2027
BUNDLE - UNLIMITED PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	15	1	03/01/2027
BUNDLE - UNLIMITED PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	300	1	09/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	800	1	09/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	300	1	09/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	800	1	09/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73310	AXON BODY - TAP REFRESH 2 - CAMERA	103	1	09/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	13	1	09/01/2029
BUNDLE - UNLIMITED PLUS	73310	AXON BODY - TAP REFRESH 2 - CAMERA	15	1	09/01/2029
BUNDLE - UNLIMITED PLUS	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2	1	09/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR - UAS LICENSE - CLASS 1	1	10/01/2024	09/30/2029
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	1	10/01/2024	09/30/2029
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	1	10/01/2024	09/30/2029
AXON AIR, CLASS M UAS BUNDLE	100582	AXON AIR - UAS LICENSE - CLASS M	2	10/01/2024	09/30/2029
AXON AIR, CLASS M UAS BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	2	10/01/2024	09/30/2029
AXON AIR, CLASS M UAS BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	2	10/01/2024	09/30/2029
BUNDLE - AXON AIR - COPILOT BUNDLE	100583	AXON AIR - UAS LICENSE - COPILOT FOR DJI AVATA	2	10/01/2024	09/30/2029
BUNDLE - AXON AIR - COPILOT BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	2	10/01/2024	09/30/2029
BUNDLE - AXON AIR - COPILOT BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	2	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100801	AXON RECORDS - OSP LICENSE	100	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101180	AXON TASER - DATA SCIENCE PROGRAM	100	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	1	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	100	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	100	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	100	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73618	AXON COMMUNITY REQUEST	100	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73638	AXON STANDARDS - LICENSE	100	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73680	AXON RESPOND PLUS - LICENSE	100	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	100	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1000	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	100	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73739	AXON PERFORMANCE - LICENSE	100	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	100	10/01/2024	09/30/2029
BUNDLE - UNLIMITED PLUS	100801	AXON RECORDS - OSP LICENSE	15	10/01/2024	09/30/2029
BUNDLE - UNLIMITED PLUS	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	15	10/01/2024	09/30/2029
BUNDLE - UNLIMITED PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	15	10/01/2024	09/30/2029
BUNDLE - UNLIMITED PLUS	73618	AXON COMMUNITY REQUEST	15	10/01/2024	09/30/2029
BUNDLE - UNLIMITED PLUS	73638	AXON STANDARDS - LICENSE	15	10/01/2024	09/30/2029
BUNDLE - UNLIMITED PLUS	73680	AXON RESPOND PLUS - LICENSE	15	10/01/2024	09/30/2029
BUNDLE - UNLIMITED PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	15	10/01/2024	09/30/2029
BUNDLE - UNLIMITED PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	150	10/01/2024	09/30/2029
BUNDLE - UNLIMITED PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	15	10/01/2024	09/30/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED PLUS	73739	AXON PERFORMANCE - LICENSE	15	10/01/2024	09/30/2029
BUNDLE - UNLIMITED PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	15	10/01/2024	09/30/2029
Fleet 3 Basic Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	40	10/01/2024	09/30/2029
Fleet 3 Basic Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	80	10/01/2024	09/30/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	21	10/01/2024	09/30/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	7	10/01/2024	09/30/2029
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	10/01/2024	09/30/2029
A la Carte	11520	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 3YR	40	10/01/2024	09/30/2029
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	131	10/01/2024	12/31/2024
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	40	10/01/2024	09/30/2029
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	03/01/2025	09/30/2029
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	03/01/2025	09/30/2029
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	4	03/01/2025	09/30/2029
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	4	03/01/2025	09/30/2029
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	03/01/2025	09/30/2029

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	100
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	7
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	100
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80190	AXON EVIDENCE - CHANNEL SERVICES	1
BUNDLE - UNLIMITED PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	2
BUNDLE - UNLIMITED PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	15
A la Carte	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130
A la Carte	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1
A la Carte	85147	AXON TASER - PSO - STARTER	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	40	10/01/2024	07/31/2026
Fleet 3 Basic Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	10/01/2024	07/31/2026
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	40	10/01/2024	09/30/2029
A la Carte	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	156	10/01/2024	12/31/2024
A la Carte	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	134	10/01/2024	12/31/2024
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	10/01/2024	12/31/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100213	AXON VR - EXT WARRANTY - TABLET	4	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	100	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	09/01/2025	09/30/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	17	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	100	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	3	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	100	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	13	09/01/2025	09/30/2029
BUNDLE - UNLIMITED PLUS	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	1	09/01/2025	09/30/2029
BUNDLE - UNLIMITED PLUS	100213	AXON VR - EXT WARRANTY - TABLET	1	09/01/2025	09/30/2029
BUNDLE - UNLIMITED PLUS	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	09/01/2025	09/30/2029
BUNDLE - UNLIMITED PLUS	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	09/01/2025	09/30/2029
BUNDLE - UNLIMITED PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	15	09/01/2025	09/30/2029
BUNDLE - UNLIMITED PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	09/01/2025	09/30/2029
A la Carte	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	09/01/2025	09/30/2029
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	4	02/01/2026	09/30/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	111 Amador St	Vallejo	CA	94590-6301	USA
2	111 Amador St	Vallejo	CA	94590-6301	USA

Payment Details

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	$2,736.81	$0.00	$2,736.81
Annual Payment 1	A00006	BUNDLE - AXON AIR - COPILOT BUNDLE	2	$1,257.72	$0.00	$1,257.72
Annual Payment 1	B00022	BUNDLE - UNLIMITED PLUS	15	$4,202.62	$337.68	$4,540.30
Annual Payment 1	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	$988.21	$0.00	$988.21
Annual Payment 1	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	2	$1,257.72	$0.00	$1,257.72
Annual Payment 1	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100	$321,140.65	$11,733.59	$332,874.24
Annual Payment 1	ProLicense	Pro License Bundle	7	$3,269.73	$0.00	$3,269.73
Fleet - Annual Payment 1	11520	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 3YR	40	$5,112.00	$0.00	$5,112.00
Fleet - Annual Payment 1	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Fleet - Annual Payment 1	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	40	$0.00	$0.00	$0.00
Fleet - Annual Payment 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	40	$30,724.80	$0.00	$30,724.80
Fleet - Annual Payment 1	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Fleet - Annual Payment 1	Fleet3BRe	Fleet 3 Basic Renewal	40	$33,475.20	$0.00	$33,475.20
Upfront Hardware + PSO + GAP	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	5	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	$833.34	$0.00	$833.34
Upfront Hardware + PSO + GAP	101267	AXON VR - PSO - FULL INSTALLATION	1	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	20248	AXON TASER - EVIDENCE.COM LICENSE	131	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	4	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	4	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	1	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	2	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	50294	AXON INTERVIEW - SERVER - LITE	4	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	50298	AXON INTERVIEW - CAMERA - OVERT DOME	4	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	50322	AXON INTERVIEW - TOUCH PANEL PRO	2	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	50448	AXON INTERVIEW - EXT WARRANTY	4	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	74059	AXON INTERVIEW - ENCLOSURE - MOTION SENSOR	1	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	3	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	156	$0.00	$0.00	$0.00

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware + PSO + GAP	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	134	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	85147	AXON TASER - PSO - STARTER	1	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	H00001	AB4 Camera Bundle	115	$0.00	$0.00	$0.00
Upfront Hardware + PSO + GAP	H00002	AB4 Multi Bay Dock Bundle	15	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	$59,934.50	$5,543.94	$65,478.44
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($50,752.25)	$0.00	($50,752.25)
Total				**$414,181.05**	**$17,615.21**	**$431,796.26**

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	$3,123.92	$0.00	$3,123.92
Annual Payment 2	A00006	BUNDLE - AXON AIR - COPILOT BUNDLE	2	$1,435.62	$0.00	$1,435.62
Annual Payment 2	B00022	BUNDLE - UNLIMITED PLUS	15	$4,797.08	$385.43	$5,182.51
Annual Payment 2	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	$1,127.99	$0.00	$1,127.99
Annual Payment 2	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	2	$1,435.62	$0.00	$1,435.62
Annual Payment 2	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100	$366,564.86	$13,393.25	$379,958.11
Annual Payment 2	ProLicense	Pro License Bundle	7	$3,732.22	$0.00	$3,732.22
Fleet - Annual Payment 2	11520	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 3YR	40	$5,112.00	$0.00	$5,112.00
Fleet - Annual Payment 2	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Fleet - Annual Payment 2	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	40	$0.00	$0.00	$0.00
Fleet - Annual Payment 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	40	$30,724.80	$0.00	$30,724.80
Fleet - Annual Payment 2	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Fleet - Annual Payment 2	Fleet3BRe	Fleet 3 Basic Renewal	40	$33,475.20	$0.00	$33,475.20
Total				**$451,529.31**	**$13,778.68**	**$465,307.99**

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	$3,123.92	$0.00	$3,123.92
Annual Payment 3	A00006	BUNDLE - AXON AIR - COPILOT BUNDLE	2	$1,435.62	$0.00	$1,435.62
Annual Payment 3	B00022	BUNDLE - UNLIMITED PLUS	15	$4,797.08	$385.43	$5,182.51
Annual Payment 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	$1,127.99	$0.00	$1,127.99
Annual Payment 3	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	2	$1,435.62	$0.00	$1,435.62
Annual Payment 3	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100	$366,564.86	$13,393.25	$379,958.11
Annual Payment 3	ProLicense	Pro License Bundle	7	$3,732.22	$0.00	$3,732.22
Fleet - Annual Payment 3	11520	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 3YR	40	$5,112.00	$0.00	$5,112.00
Fleet - Annual Payment 3	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Fleet - Annual Payment 3	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	40	$0.00	$0.00	$0.00
Fleet - Annual Payment 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	40	$30,724.80	$0.00	$30,724.80
Fleet - Annual Payment 3	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Fleet - Annual Payment 3	Fleet3BRe	Fleet 3 Basic Renewal	40	$33,475.20	$0.00	$33,475.20
Total				**$451,529.31**	**$13,778.68**	**$465,307.99**

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	$3,123.92	$0.00	$3,123.92
Annual Payment 4	A00006	BUNDLE - AXON AIR - COPILOT BUNDLE	2	$1,435.62	$0.00	$1,435.62
Annual Payment 4	B00022	BUNDLE - UNLIMITED PLUS	15	$4,797.08	$385.43	$5,182.51
Annual Payment 4	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	$1,127.99	$0.00	$1,127.99
Annual Payment 4	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	2	$1,435.62	$0.00	$1,435.62
Annual Payment 4	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100	$366,564.86	$13,393.25	$379,958.11
Annual Payment 4	ProLicense	Pro License Bundle	7	$3,732.22	$0.00	$3,732.22
Fleet - Annual Payment 4	11520	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 3YR	40	$5,112.00	$0.00	$5,112.00
Fleet - Annual Payment 4	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Fleet - Annual Payment 4	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	40	$0.00	$0.00	$0.00
Fleet - Annual Payment 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	40	$30,724.80	$0.00	$30,724.80
Fleet - Annual Payment 4	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Fleet - Annual Payment 4	Fleet3BRe	Fleet 3 Basic Renewal	40	$33,475.20	$0.00	$33,475.20
Total				**$451,529.31**	**$13,778.68**	**$465,307.99**

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	$3,123.92	$0.00	$3,123.92
Annual Payment 5	A00006	BUNDLE - AXON AIR - COPILOT BUNDLE	2	$1,435.62	$0.00	$1,435.62
Annual Payment 5	B00022	BUNDLE - UNLIMITED PLUS	15	$4,797.08	$385.50	$5,182.58
Annual Payment 5	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	$1,127.99	$0.00	$1,127.99
Annual Payment 5	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	2	$1,435.62	$0.00	$1,435.62
Annual Payment 5	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100	$366,564.86	$13,393.22	$379,958.08
Annual Payment 5	ProLicense	Pro License Bundle	7	$3,732.22	$0.00	$3,732.22
Fleet - Annual Payment 5	11520	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 3YR	40	$5,112.00	$0.00	$5,112.00
Fleet - Annual Payment 5	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Fleet - Annual Payment 5	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	40	$0.00	$0.00	$0.00
Fleet - Annual Payment 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	40	$30,724.80	$0.00	$30,724.80
Fleet - Annual Payment 5	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Fleet - Annual Payment 5	Fleet3BRe	Fleet 3 Basic Renewal	40	$33,475.20	$0.00	$33,475.20
Total				**$451,529.31**	**$13,778.72**	**$465,308.03**

Sky-hero products are manufactured in European Union and are classified as military grade, transfer and re-export is strictly prohibited.

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s): Q-279821 and Q-237421

Agency is terminating those contracts effective 10/01/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of $9,182.25 to the quote for paid but undelivered items.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-312117 - 6/15/2024 - $347,373.00

An $89,000 discount has been applied to sku 100390 to cover the cost of the $89,000 in unbilled invoices for Q-279821 and Flock Installations.

Signature	Date Signed
	12/30/24

9/16/2024

Docusign Envelope ID: 8B89A3B4-C914-455D-B9F9-FD1FB4A5A9BC

Certificate No: 570107535716

City of Vallejo
111 Amador Street
Vallejo CA 94590 USA

Tuesday, August 6, 2024

To whom it may concern:

Following a concentrated effort to reduce our environmental footprint and provide timely certificate delivery, Aon will begin delivering our Certificates of Insurance electronically in PDF format.

Please utilize one of the following methods to ensure you will receive the electronic copy of your Certificate (Certificate No: **570107535716**) for future renewals:

- Visit aon.com/e-cert; or
- Utilize the QR Code below to enter/validate your information.

If your email address has changed or will be changing in the future, or you no longer require this certificate, please let us know using one of the methods above.

Thank you for your cooperation and willingness to help us reduce our impact to the environment.

Aon Risk Services
5801 Postal Road
PO Box 818037
Cleveland, Ohio 44181-9600

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Insurance Services West, Inc. Phoenix AZ Office 4300 East Camelback Rd. Suite 460 Phoenix AZ 85018 USA	PHONE (A/C. No. Ext): 8662837122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Fire Insurance Co.	19682
INSURER B:	Nutmeg Insurance Co	39608
INSURER C:	National Casualty Company	11991
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

COVERAGES **CERTIFICATE NUMBER:** 570107535716 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X see Prod Liab info att'd GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER: Xcl Prod/Comp Ops			NG00001274 SIR applies per policy terms & conditions	08/01/2024	08/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Occ SIR	$1,000,000 $1,000,000 $50,000 $1,000,000 $2,000,000 Excluded $1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			59UENFN6060	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			UNO0000235	08/01/2024	08/01/2025	EACH OCCURRENCE AGGREGATE	$9,000,000 $9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			59WEAC0S6D	08/01/2024	08/01/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate No : 570107535716

CERTIFICATE HOLDER

City of Vallejo
111 Amador Street
Vallejo CA 94590 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

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AGENCY CUSTOMER ID: 570000007117
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	Axon Enterprise, Inc.
POLICY NUMBER	
See Certificate Number: 570107535716	
CARRIER / NAIC CODE	EFFECTIVE DATE
See Certificate Number: 570107535716	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation Coverage

- Hartford Fire Insurance Company
  - AL, OK, UT, VT
- Nutmeg Insurance Company
  - AZ, IL, MI
- Twin City Fire Insurance Company
  - AR, CT, DE, FL, ID, IN, IA, KS, KY, LA, ME, MA, MN, MS, MT,NE, NH, NM, ND, OH, RI, SC, SD, TN, TX, WA, WV, WI,WY
- Sentinel Insurance Company Ltd.
  - CA, GA, MD, NY, OR, PA, VA,
- Hartford Insurance Company of the Southeast
  - CO
- Property and Casualty Insurance Company of Hartford
  - DC
- Hartford Underwriters Insurance Company
  - HI, NJ, MO
- Hartford Accident and Indemnity Company

NC, NV

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AGENCY CUSTOMER ID: 570000007117
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	Axon Enterprise, Inc.
POLICY NUMBER	
See Certificate Number: 570107535716	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570107535716	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Products Liability Schedule

Products/Completed Operations Coverage
8/1/2024 - 8/1/2025:

Policy #034064091
Lexington Insurance Company
Claims Made Coverage Form - Products Liability
$10,000,000 Each Occurrence Limit
$10,000,000 Products/Completed Operations Aggregate Limit
$ 5,000,000 Per Occurrence Self Insured Retention

Policy #034064092
Lexington Insurance Company
Occurrence Coverage Form - Products Liability
$10,000,000 Each Occurrence Limit
$10,000,000 Products/Completed Operations Aggregate Limit
$ 5,000,000 Per Occurrence Self Insured Retention

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RESOLUTION NO. 24-209 N.C.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING A MASTER SERVICES AND PURCHASING AGREEMENT BETWEEN THE CITY OF VALLEJO AND AXON ENTERPRISE, INC. WITH A TOTAL NOT TO EXCEED AMOUNT OF $2,293,030 FOR FIVE YEARS AND AUTHORIZING THE CITY MANAGER TO SIGN THE SAME

WHEREAS, Axon Enterprise, Inc. has been providing important hardware, software and services to the Vallejo Police Department since 2015, which includes but is not limited to: body worn and in-car camera systems, Taser equipment, data storage; and

WHEREAS, the Vallejo Police Department has reviewed, negotiated and is now recommending the City enter into a new five-year agreement with Axon Enterprise, Inc. to provide continued continuity of services and updated equipment for law enforcement personnel; and

WHEREAS, the Surveillance Advisory Board met on December 2, 2024, wherein the Board received a presentation from City and Axon staff, and approved a resolution (#2024-002) recommending the City Council approve said contract.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves the Master Services and Purchasing Agreement between the City of Vallejo and Axon Enterprises, Inc. for a five-year term, and a total contract amount not to exceed $2,293,030; and authorizes the City Manager to execute same.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VALLEJO at a regular meeting held on December 17, 2024, with the following vote:

AYES: Mayor McConnell, Vice Mayor Loera-Diaz, Councilmembers Bregenzer, Matulac, Palmares, and Verder-Aliga
NOES: None
ABSENT: Councilmember Arriola
ABSTAIN: None

DocuSigned by:
ROBERT H. MCCONNELL
FDED3EAE234445...
ROBERT H. MCCONNELL, MAYOR

ATTEST:

DocuSigned by:
Dawn G. Abrahamson
1489DDA6695D425...
DAWN G. ABRAHAMSON, CITY CLERK

Docusign Envelope ID: F87B6E67-7ED2-4F3F-AD36-EDF140A07E16

RESOLUTION NO. 2024-002

A RESOLUTION OF THE CITY OF VALLEJO SURVEILLANCE ADVISORY BOARD RECOMMENDING THE PURCHASE OF THE NEW AXON BODY WORN CAMERAS AS REQUESTED BY THE VALLEJO POLICE DEPARTMENT

WHEREAS, the City of Vallejo Surveillance Advisory Board (the "Board") has been tasked with reviewing the deployment and use of surveillance technology by City Departments as well as the policies associated therewith, and making recommendations to the requesting Department Head with copies to the City Council, City Manager and City Attorney; and

WHEREAS, the Vallejo Police Department proposes to purchase replacement Axon Body Worn Camera technology as well as new TASER technology (collectively, the "Technology") from Axon Enterprise, Inc. ("Axon"); and

WHEREAS, VPD is requesting that the Board recommend the deployment of the new Body Warn Camera Technology within the City of Vallejo; and

WHEREAS, the Board received a presentation from Axon about the capabilities of the Technology and its use; and

WHEREAS, the Board has heard comments from the VPD staff concerning the use of the Technology; and

WHEREAS, the Board has provided the public an opportunity to comment at an open, public meeting about the use of the Technology; and

WHEREAS, the Board has deliberated amongst its members and considered staff comments, the Axon presentation, the proposed contract and comments from the public, if any.

NOW, THEREFORE, THE SURVEILLANCE ADVISORY BOARD OF THE CITY OF VALLEJO DOES RESOLVE AS FOLLOWS:

SECTION 1. The Board finds that the proposed use of the Technology is appropriate and recommends its deployment which will benefit the City of Vallejo and its citizens.

Adopted by the City of Vallejo Surveillance Advisory Board at a special meeting held on December 2, 2024, with the following vote:

AYES: BOARDMEMBERS REDDELL, MORENO, STEWART, VICE CHAIR LEE
NOES: NONE
ABSENT: CHAIR SORCE, PASHOLK
ABSTAIN: NONE

DocuSigned by:
675F55DFAEC0409...
SIMON LEE, VICE CHAIR

ATTEST:

DocuSigned by:
Naveed Ashraf
FCE7C040B4D0454...
NAVEED ASHRAF, SECRETARY

ACTION ITEM 10.O.

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: Jason Ta, Chief of Police
SUBJECT: **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $250,000 OF MEASURE P FUNDING FOR THE CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH POLICE REFORM CONSULTANT DANNY MURPHY CONSULTING LLC IN FISCAL YEAR 2026-2027 FOR THE VALLEJO POLICE DEPARTMENT**

RECOMMENDATION

Adopt a resolution recommending or, in the alternative, not recommending that the City Council authorize $250,000 of Measure P funding for the consultant and professional services agreement with Danny Murphy Consulting LLC in Fiscal Year 2026-27.

BACKGROUND AND DISCUSSION

In the summer of 2020, the City of Vallejo and the Vallejo Police Department entered into a three-year collaboration agreement with the California Department of Justice (CalDOJ). The purpose of this partnership was to complete 45 police reform recommendations identified by the OIR Group. Throughout the COVID-19 pandemic, the department worked diligently toward these goals while continuing to meet the community's day-to-day public safety needs.

Since entering the collaborative agreement and adopting recommended policy improvements, the department has demonstrated measurable progress. Over the past several years, Vallejo has experienced significant reductions in use of force incidents, personnel complaints, critical events resulting in great bodily injury, and officer-involved shootings.

As the collaboration period neared its conclusion, it became clear that not all reform obligations could be completed within the original three-year timeframe. To increase the department's reform capacity, the CalDOJ Collaborative Compliance (Triple C) Task Force was created. Within a short period, Triple C made significant progress, achieving substantial compliance in major policy areas including Use of Force, Officer-Involved Shooting processes, and Critical Incident Review protocols. However full completion was not achieved, resulting in a more formal agreement with CalDOJ.

In 2024, the City of Vallejo and the Police Department entered into a five-year Settlement Agreement with CalDOJ. Under this agreement, the City committed to completing the remaining OIR recommendations and undertaking additional reform measures. To adequately support the reform workload and maintain effective partnership with CalDOJ and the Monitoring/Evaluator team, Triple C was expanded into a new division: the Compliance, Integrity & Accountability Division (CIAD). CIAD is staffed with sworn officers and additional analytical personnel who greatly enhance the department's capacity to meet its reform obligations.

Despite the valuable experience gained during Collaborative Reform, the department encountered challenges managing the increased volume and complexity of reforms required under the Settlement Agreement. During the first year's work plan, it became evident that progress did not meet expectations set by CalDOJ or the City. As a result, the City determined that support from a consultant with deep experience in large-scale reform

initiatives was necessary.

In August 2024, the City retained Danny Murphy to assist in developing a more robust reform management system and implementing strategies to improve compliance with the Settlement Agreement. Mr. Murphy previously served as a civilian Deputy Chief with both the New Orleans and Baltimore Police Departments, where he oversaw historic, wide-ranging consent decrees. He now provides consultation services to agencies nationwide, including Minneapolis and Louisville. His extensive experience, spanning reform management, policy development, training, technology, audits, and analytics, aligns closely with the needs of Vallejo's agreement and enables him to provide comprehensive technical assistance in support of the City's reform success.

The consultant's scope of work is outlined below:

Police Reform Implementation & Compliance Guidance

- Provide guidance on implementing reform management systems and strategies toward achieving compliance with the CalDOJ Settlement Agreement
- Provide technical assistance (TA) on collaboratively developing reform implementation plans to direct the path forward and provide a foundation for reform implementation accountability
- Provide TA on reform capacity building and, if appropriate, organizational restructuring toward maximizing the impact of available resources
- Provide guidance on effectively collaborating with CalDOJ and Jensen Hughes to support timely implementation of reforms
- Provide technical assistance, where requested, to support the Client's development of policies, training programs, accountability systems, and other required initiatives

Change Management & Strategic Planning Support

- Help the Client establish a ReformStat program to increase internal coordination, ownership, and accountability on reform implementation through recurring executive oversight meetings with units responsible for reform implementation
- Support the Client in developing and using reform tracking systems to monitor progress implementing action plans and achieving compliance
- Provide TA on effective project management and coordination to support timely reform implementation
- Provide strategic guidance to executive leadership on navigating reform challenges

Auditing, Analytics & Performance Management Technical Assistance

- Provide TA on the development and execution of internal audits and reviews to help the Client assess compliance, identify issues, and support timely problem solving to improve compliance
- Provide TA with statistical analyses and reporting for reform assessments
- Provide TA with technology modernization to support compliance with data collection requirements
- Provide TA on data-driven management and incorporating reform performance audits and analytics into management meetings to support accountability and compliance improvements
- Provide TA on critically assessing use of force incidents for the Critical Incident Review Board

- Provide guidance on producing reports or dashboards summarizing reform progress to facilitate management and communications regarding progress

Stakeholder Engagement Support

- Provide guidance on internal messaging and external communications to community stakeholders, the CalDOJ Ad-hoc committee, and city council regarding reform initiatives, progress, and opportunities for engagement in the reform process
- Provide TA in creating and implementing community engagement initiatives to support ongoing engagement with the Vallejo community to support reform success and the long-term sustainability of reforms
- Provide TA on collaboratively implementing procedural justice and community policing programs to support community relationships and the effectiveness of policing operations

To date, the support that the consultant has provided within a very short period of time includes:

- Assessing operations and developing strategies to improve reform implementation, based on national experience
- Created a more detailed reform tracking system to help improve status tracking of implementation and support more detailed management
- Implemented the ReformStat management program to support reform implementation coordination and accountability. He created this system in New Orleans, and it has been critical to accelerating compliance in multiple cities.
- Developed ReformStat dashboards summarizing reform progress and statuses to support management and accountability
- Developing a training plan with CIAD to meet the wide-ranging training requirements of the settlement agreement
- Providing technical assistance on a wide range of projects and challenges
- Supporting enhanced city coordination meetings
- Responding to a variety of city requests for support

Currently, VPD and HR are working on adding an FTE to replace the Consultant. When the FTE is added, the objective is to significantly reduce and/or possibly eliminate the services of the Consultant.

In the meantime, VPD is asking for funding for FY26/27 in the amount of $250,000 to receive the continued services from the Consultant.

FISCAL IMPACT

The total cost of these services is estimated not to exceed $250,000 over a one-year contract period.

ATTACHMENTS

1.	MPOC Resolution_VPD_Danny Murphy Consulting_A CAO Stamp
2.	MPOC Resolution_VPD_Danny Murphy Consulting_B CAO Stamp
3.	MPOC Project Justification Request_VPD_Danny Murphy Consulting

4.	10.O FY 26-27 Consultant Professional Services Agreement Danny Murphy Consulting LLC

CONTACT
Jason Ta, Chief of Police
jason.ta@cityofvallejo.net

Approved as to form:

By: _____ for
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $250,000 OF MEASURE P FUNDING FOR THE CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH DANNY MURPHY CONSULTING LLC FOR REFORM MANAGEMENT SERVICES FOR THE VALLEJO POLICE DEPARTMENT

WHEREAS, Danny Murphy Consulting LLC provides consulting services to help the City implement reform management systems and strategies to improve compliance with the Settlement Agreement between the City and the California Department of Justice (CalDOJ), and establish durable performance management systems, such as Police Reform Implementation & Compliance Guidance, Change Management & Strategic Planning Support, Auditing, Analytics & Performance Management Technical Assistance, and Stakeholder Engagement Support.

NOW, THEREFORE BE IT RESOLVED the Measure P Oversight Committee, after consideration of staff's report and presentation, recommends that the City Council allocate Measure P funds for the Consultant and Professional Services Agreement With Danny Murphy Consulting LLC in the amount of $250,000.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VALLEJO at a regular meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

JACKIE JONES, CHAIR

_____

FLORITA CRUZ, SECRETARY

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $250,000 OF MEASURE P FUNDING FOR THE CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH DANNY MURPHY CONSULTING LLC FOR REFORM MANAGEMENT SERVICES FOR THE VALLEJO POLICE DEPARTMENT

WHEREAS, Danny Murphy Consulting LLC provides consulting services to help the City implement reform management systems and strategies to improve compliance with the Settlement Agreement between the City and the California Department of Justice (CalDOJ), and establish durable performance management systems, such as Police Reform Implementation & Compliance Guidance, Change Management & Strategic Planning Support, Auditing, Analytics & Performance Management Technical Assistance, and Stakeholder Engagement Support.

NOW, THEREFORE BE IT RESOLVED the Measure P Oversight Committee, after consideration of staff's report and presentation, does not recommend that the City Council allocate Measure P funds for the Consultant and Professional Services Agreement With Danny Murphy Consulting LLC in the amount of $250,000.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VALLEJO at a regular meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

JACKIE JONES, CHAIR

_____

FLORITA CRUZ, SECRETARY

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $250,000 OF MEASURE P FUNDING FOR THE CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH DANNY MURPHY CONSULTING LLC IN FISCAL YEAR 2026-2027

1. Project Urgency & Justification

There is insufficient funding for Danny Murphy Consulting to continue to assist in developing a more robust reform management system and implementing strategies to improve compliance with the Settlement Agreement the California Department of Justice (CalDOJ).

2. Project Timeline

Start Date: July 1, 2026
End Date: June 30, 2027

3. Financial Overview

Total Cost: $250,000 for the same level of service as provided in FY25/26.

End of Useful Life: N/A

4. Procurement Method

Existing Contract or New RFP?: A new contract will be created. Mr. Murphy previously served as a civilian Deputy Chief with both the New Orleans and Baltimore Police Departments, where he oversaw historic, wide-ranging consent decrees. He now provides consultation services to agencies nationwide, including Minneapolis and Louisville. His extensive experience, spanning reform management, policy development, training, technology, audits, and analytics, aligns closely with the needs of Vallejo's agreement and enables him to provide comprehensive technical assistance in support of the City's reform success.

5. Funding Sources

Alternate Funding Sources Identified:
None.

Conditions or Restrictions of Alternate Funding: In FY25/26, the Consultant was paid through the SLESF fund. Those funds will not be available for funding the Consultant in FY26/27.

6. Budgetary Alignment

Included in Current Annual Budget: No

7. Implementation Details

Location (Where): City of Vallejo city limits

Implemented By: Danny Murphy Consulting LLC / CIAD (Compliance, Integrity & Accountability Division)
Vetted by Local Expert: N/A

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8. Community Impact

Who Benefits: The residents of the City of Vallejo.
Estimated Number of People Impacted: Uncertain.
Demographic Impacted: The residents of the City of Vallejo .
Related Council Requests: There have been no Council requests relating to funding or contracting with Danny Murphy Consulting LLC in FY26-27.
Relevant Commissions Involved: N/A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this 1st day of April, 2026, by and between the City of Vallejo, a municipal corporation ("City"), and Danny Murphy Consulting LLC, hereinafter referred to as "Consultant", who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."

2. Payment. City shall pay Consultant for services rendered pursuant to this agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.

3. Facilities and Equipment. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for the Consultant to furnish its services pursuant to this Agreement.

4. Indemnification. Consultant shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever to the extent arising arising out of Consultant's operations, or any subcontractor's operations, to be performed under this agreement for Consultant's or subcontractor's tort negligence including active or passive, or strict negligence, and intentional actions, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Consultant, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the negligence or willful misconduct of the City.

Consultant shall also indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, related to costs or benefits associated with California Public Employment Retirement System (CalPERS) membership where Consultant supplies a CalPERS member who CalPERS determines is subject to enrollment.

The provisions of this section shall survive the expiration or termination of this Agreement.

5. Insurance Requirements. Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Consultant." Failure to maintain required insurance at all times shall constitute a default and material breach.

6. Accident Reports. Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses, and telephone numbers of any known witnesses, (c) the date, time, and description of the accident or other occurrence.

7. Conflict of Interest. Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property, or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City. Every individual who performs services on behalf of Consultant pursuant to this Agreement must file a full Statement of Economic Interests (also known as Form 700) with the City Clerk if the work of the individual involves making a governmental decision whether to issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; authorizes the City to enter into, modify, or renew a contract; grants City approval of specifications for a contract; adopts or approves for the City any policy, standard or guideline; lobbies on behalf of the City, or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

8. Independent Contractor. Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents, or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

9. Licences, Permits, Etc. Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

10. Business License. Consultant, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Consultant until such business license(s) has been obtained.

11. Standard of Performance. Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Consultant's profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to City for acts, errors, or omissions of Consultant's subcontractors.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or

laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

12. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by causes or circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Consultant is unable to meet the completion date or schedule of services, Consultant shall immediately inform the City Representative of this in writing. If additional time is required to perform the work, the City Representative may adjust the schedule.

13. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

14. Personnel. Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant and Consultant's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any workers' compensation insurance on behalf of Consultant.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

15. General Prohibition on Assignment of CalPERS Members and Annuitants. Consultant shall not hire, employ, or use, as an employee, subcontractor or agent of Consultant (Assigned Individual) any California Public Employment Retirement System (CalPERS) member or annuitant in connection with the provision of services under this Agreement. Nor shall Consultant allow any of its subcontractors, agents, or other representatives to employ CalPERS members or annuitants for the purpose of performing work under this Agreement. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

The City Manager and the Human Resources Director may together approve an exception which they determine either: (i) meets the requirements of CalPERS relating to Independent Contractors; or (ii) where such Assigned Individual who is an Annuitant, has not, and will not, exceed 960 total hours in a fiscal year (July 1 to June 30) for all CalPERS employers combined, and satisfies all other CalPERS annuitant requirements. No Assigned Individual, regardless of CalPERS membership at the time the labor is provided, may exceed 1,000 hours in a fiscal year (July 1 to June 30).

16. Consultant Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

17. Term. The term of this Agreement shall commence on July 1, 2026 and shall continue in full force and effect until June 30, 2027.

City may extend the term of this Agreement, in agreed upon intervals with written agreement from the Consultant. The total duration of this Agreement, including the exercise of any options under this section, shall not exceed five years.

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Consultant agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore. The Client remains responsible for compensating the Consultant for services rendered prior to the Client notifying the Consultant regarding the failure to appropriate funding.

18. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all City records and documents, all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall

be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

19. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of City. Consultant agrees that all copyrights which arise solely from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. This Agreement does not affect the ownership of the Consultant's pre-existing, intellectual property or work products, and the Client recognizes that the Consultant may adapt intellectual property previously created by the Consultant to support the City's operations. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

20. Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

21. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.

22. Assignment and Subcontracting. Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

Any subcontractor or assignee consented to by City shall be bound by all terms and conditions of this agreement and the same shall be incorporated into and made a part of any assignment or subcontractor agreement.

23. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

24. Non-Discrimination/Fair Employment Practices.

(a) Consultant shall not, because of race, religious creed, color, sex, national original, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ, or to bar or discharge from employment, or to discriminate in compensation, or in terms, conditions or privileges any person, and every employee will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions or other privileges of employment, without regard to his race, religious creed, color, sex, national origin, ancestry, or disability, medical condition, age, marital status or sexual orientation.

Consultant warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

25. Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City:	Dawn Abramhanson City Clerk 555 Santa Clara Street Vallejo, CA 94590
With a Copy to:	Veronica A.F. Nebb City Attorney 555 Santa Clara Street Vallejo, CA 94590
If to Consultant:	Danny Murphy Danny Murphy Consulting LLC 2928 Dumaine Street New Orleans, LA 70119

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

24. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

25. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

27. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or

condition precedent or any other right hereunder.

28. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

29. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

31. Compliance with Laws. Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

32. Confidentiality of City Information. During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Consultant's scope of work, to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

33. News and Information Release. Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining

review and approval of said news releases from City through the City Representative.

34. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

35. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

36. Facsimile Signature; Electronic Signature. This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

37. Authority. The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.

38. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments

Exhibit B, entitled "Compensation," including any attachments

Exhibit C, entitled "Insurance Requirements," including attachments

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

Danny Murphy Consulting LLC
A Louisiana limited liability company

By: _____
Danny Murphy
Member

DATE: _____

CITY OF VALLEJO,
a municipal corporation

By: _____
Andrew Murray
City Manager

DATE: _____

ATTEST:

By: _____
Dawn G Abrahamson
City Clerk

(City Seal)

APPROVED AS TO FORM:

By: _____ *for*
Veronica A. F. Nebb
City Attorney

APPROVED AS TO INSURANCE:

By: _____
Armond Sarkis
Risk Manager

EXHIBIT A

SCOPE OF WORK

1. Representatives. The City Representatives for this Agreement are:

Jason Ta
Chief of Police
555 Santa Clara Street
Vallejo, CA 94590
(707)648-4540
jason.ta@cityofvallejo.net

Veronica A. F. Nebb
City Attorney
555 Santa Clara Street
Vallejo, CA 94590
(707)648-4545
veronica.nebb@cityofvallejo.net

The Consultant's Representative for this Agreement is:

Danny Murphy
Member
Danny Murphy Consulting LLC
2928 Dumaine Street
New Orleans, LA 70119
(504) 256-2739
Danny@DannyPMurphy.com

All routine administrative communications between the parties will be between the above-named representatives and may be by personal delivery, mail, facsimile transmission, or electronic mail as agreed between the Consultant Representative and City's Representative.

2. Services to be Provided. The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

3. Time for Performance. Consultant will perform the services at times agreed to with the Police Chief, City Attorney or their respective designees. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the Police Chief or City Attorney.

4. Key Personnel. All of the individuals identified below are necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Consultant recognizes that the composition of this team was instrumental in the City's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

Key personnel are as follows: Danny Murphy

EXHIBIT A

ATTACHMENT 1

SCOPE OF WORK

The Consultant agrees to provide the following services to the City, where requested, to help the City implement reform management systems and strategies to improve compliance with the Settlement Agreement between the City and the California Department of Justice (CalDOJ) and establish durable performance management systems:

Police Reform Implementation & Compliance Guidance

- Provide guidance on implementing reform management systems and strategies toward achieving compliance with the CalDOJ Settlement Agreement
- Provide technical assistance (TA) on collaboratively developing reform implementation plans to direct the path forward and provide a foundation for reform implementation accountability
- Provide TA on reform capacity building and, if appropriate, organizational restructuring toward maximizing the impact of available resources
- Provide guidance on effectively collaborating with CalDOJ and Jensen Hughes to support timely implementation of reforms
- Provide technical assistance, where requested, to support the Client's development of policies, training programs, accountability systems, and other required initiatives

Change Management & Strategic Planning Support

- Help the Client establish a ReformStat program to increase internal coordination, ownership, and accountability on reform implementation through recurring executive oversight meetings with units responsible for reform implementation
- Support the Client in developing and using reform tracking systems to monitor progress implementing action plans and achieving compliance
- Provide TA on effective project management and coordination to support timely reform implementation
- Provide strategic guidance to executive leadership on navigating reform challenges

Auditing, Analytics & Performance Management Technical Assistance

- Provide TA on the development and execution of internal audits and reviews to help the Client assess compliance, identify issues, and support timely problem solving to improve compliance
- Provide TA with statistical analyses and reporting for reform assessments
- Provide TA with technology modernization to support compliance with data collection requirements
- Provide TA on data-driven management and incorporating reform performance audits and analytics into management meetings to support accountability and compliance improvements
- Provide TA on critically assessing use of force incidents for the Critical Incident Review Board
- Provide guidance on producing reports or dashboards summarizing reform progress to facilitate management and communications regarding progress

Stakeholder Engagement Support

- Provide guidance on internal messaging and external communications to community stakeholders, the CalDOJ Ad-hoc committee, and city council regarding reform initiatives, progress, and opportunities for engagement in the reform process
- Provide TA in creating and implementing community engagement initiatives to support ongoing engagement with the Vallejo community to support reform success and the long-term sustainability of reforms
- Provide TA on collaboratively implementing procedural justice and community policing programs to support community relationships and the effectiveness of policing operations

EXHIBIT B

COMPENSATION

1. Consultant's Compensation.

A. Services: City agrees to pay Consultant, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed the amount of Two Hundred Fifty Thousand Dollars ($250,000.00).

Consultant shall notify City in writing no later than thirty (30) days prior to the estimated date when Consultant will have billed City the maximum payment amount permitted under this Agreement, and Consultant shall provide City with an estimate of the additional compensation required to complete the project.

City agrees to pay Consultant for those services set forth in at an hourly rate of $550 per hour to be billed monthly.

B. Additional Services:

1. Additional Services are those services related to the scope of Services of Consultant as set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Consultants to perform said Additional Services.

2. Consultant's compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual Agreement between City and Consultant, compensation to Consultant shall not exceed the fixed fee amount.

2. Appropriate Billable Hourly Rates for Services and Additional Services. Consultant's billable hourly rates shall be $550 per hour.

3. Consultant's Reimbursable Expenses. Reimbursable Expenses shall be limited to actual reasonable expenditures of Consultant for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City. For a site visit that is approved by the Client, Reimbursable Expenses will include reasonable airfare, hotel, ground

transportation, per diem for meals and incidentals, and other related expenses.

4. Payments to Consultant.

A. Payments to Consultant shall be made within a reasonable time, not exceeding 45 days, after receipt of Consultant's invoice, said payments to be made in proportion to services performed. Consultant may request payment on a monthly basis. The Consultant will submit invoices electronically. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Consultant shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses)
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Consultant for correction. City shall not be responsible for delays in payment to Consultant resulting from Consultant's failure to comply with the invoice format described above.

D. Payment shall be sent to:

Danny Murphy
2928 Dumaine Street
New Orleans, LA 70119

5. Accounting Records of Consultant. Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct salary costs for all Services and Additional Services performed under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally accepted accounting practices. Consultant shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24)

The obligations of Consultant under this section shall survive this Agreement.

6. Taxes. Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

7. Taxpayer Identification Number. Consultant shall provide City with Consultant's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

EXHIBIT C

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property to the extent arising from the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

A. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

B. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 any auto and endorsement CA 0025.

C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance or waiver.

D. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

2. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

A. General Liability: $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: $1,000,000 per accident for bodily injury and property damage. The Consultant shall be exempted from the auto liability insurance requirement upon providing written certification that no vehicles will be used in the performance of the services outlined in this Agreement

C. Workers' Compensation and Employer's Liability: $1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

D. Professional Liability (Errors and Omission): $1,000,000 combined single limit per occurrence, and annual aggregate.

3. Deductible and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions. The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

A. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

B. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

D. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

F. The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

6. Verification of Coverage. Consultant shall furnish the City with certificates of insurance and original endorsements effecting general and automobile liability insurance coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences. Failure to exercise this right shall not constitute a waiver of right to exercise later. All verification of coverage and other insurance documents shall be mailed to the following address:

City of Vallejo
Attn: Risk Manager
555 Santa Clara Street
Vallejo, CA 94590

7. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. Payment Withhold. City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: Jason Ta, Chief of Police
SUBJECT: **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $150,000 OF MEASURE P FUNDS ANNUALLY TO FUND DAVE'S/BOB'S TOW SERVICE, INC. FOR FISCAL YEAR 2025/2026**

RECOMMENDATION

Adopt a resolution recommending or, in the alternative not recommending that the City Council authorize up to $150,500 of Measure P funds annually to fund Dave's/Bob's Tow Service, Inc. for Fiscal Year 2025/2026

BACKGROUND AND DISCUSSION

The Vallejo Police Department contracts with outside tow companies to provide regular towing services, as well as to store evidence vehicles. These services are covered in separate agreements with the tow vendors — the Rotational Tow Services Agreement and the Evidence Tow Agreement, respectively.

City staff have negotiated a new Evidence Tow Agreement with local vendors for a term of four years. The main fiscal change in the agreement is an increase in outdoor evidence storage fees from $5 per vehicle per day, to $10 per vehicle per day. City staff are still negotiating final details related to garage keeper's insurance and the total number of vehicles stored.

During the contract negotiation, staff also requested Council's authorization to ratify and approve the $468,025 in outstanding evidence tow and storage costs accrued from June 2024 to June 2025 to be paid in the current fiscal year, 2025/2026.

The adopted budget for FY25/26, before the contract was signed, was $898,880. With the previous FY balance of $468,025 being paid, the remaining amount of $430,855 has been exhausted by paying invoices until March 2026. VPD has three months worth of invoices remaining, April through June, With an average monthly expense of roughly $50,000, VPD is requesting to fund the evidence tow expense in the amount of $150,000 for the current fiscal year 2025/2026.

FISCAL IMPACT

The annual cost for Dave's/Bob's Tow Service, Inc. is $700,000. The current remaining available balance is zero dollars.
If approved, $150,000 will be paid out of Measure P for FY25/26.

ATTACHMENTS

1.	MPOC Resolution_VPD_Evidence Tow Funding_A CAO Stamp
2.	MPOC Resolution_VPD_Evidence Tow Funding_B CAO Stamp
3.	MPOC Project Justification Request_VPD_Evidence Tow Funding

CONTACT

Jason Ta, Chief of Police
jason.ta@cityofvallejo.net

Approved as to form:

By: _____ for
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE OF THE CITY OF VALLEJO RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $150,000 OF MEASURE P FUNDS ANNUALLY TO FUND DAVE'S/BOB'S TOW SERVICE, INC. FOR FISCAL YEAR 2025/2026

WHEREAS, the Vallejo Police Department contracts with outside tow companies to provide regular towing services, as well as to tow and store evidence vehicles. These services are covered in separate agreements with the tow vendors — the Rotational Tow Agreement and the Evidence Tow Agreement, respectively; and

WHEREAS, City staff have negotiated a new Evidence Tow Agreement with Bob's Tow Service, Inc. for a term of four years; and

WHEREAS, during negotiations, Bob's Tow Service, Inc. and related companies continued to provide evidence tow and storage services from June 2024 through June 2025 in the total amount of $468,025.

WHEREAS, the remaining Fiscal Year 2025/2026 budget is exhausted by paying the tow companies for invoices until March, 2026.

NOW, THEREFORE BE IT RESOLVED the Measure P Oversight Committee, after consideration of staff's report and presentation, recommends that the City Council allocate Measure P funds for funding the evidence tow budget in Fiscal Year 2025/2026.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VALLEJO at a regular meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

JACKIE JONES, CHAIR

_____

FLORITA CRUZ, SECRETARY

Approved as to form:

By: _____ for
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION THE MEASURE P OVERSIGHT COMMITTEE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $150,000 OF MEASURE P FUNDS ANNUALLY TO FUND DAVE'S/BOB'S TOW SERVICE, INC. FOR FISCAL YEAR 2025/2026

WHEREAS, the Vallejo Police Department contracts with outside tow companies to provide regular towing services, as well as to tow and store evidence vehicles. These services are covered in separate agreements with the tow vendors — the Rotational Tow Agreement and the Evidence Tow Agreement, respectively; and

WHEREAS, City staff have negotiated a new Evidence Tow Agreement with Bob's Tow Service, Inc. for a term of four years; and

WHEREAS, during negotiations, Bob's Tow Service, Inc. and related companies continued to provide evidence tow and storage services from June 2024 through June 2025 in the total amount of $468,025.

WHEREAS, the remaining Fiscal Year 2025/2026 budget is exhausted by paying the tow companies for invoices until March, 2026.

NOW, THEREFORE BE IT RESOLVED the Measure P Oversight Committee, after consideration of staff's report and presentation, does not recommend that the City Council allocate Measure P funds for funding the evidence tow budget in Fiscal Year 2025/2026.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VALLEJO at a regular meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

JACKIE JONES, CHAIR

_____

FLORITA CRUZ, SECRETARY

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $150,000 OF MEASURE P FUNDS ANNUALLY TO FUND DAVE'S/BOB'S TOW SERVICE, INC. FOR FISCAL YEAR 2025/2026

1. Project Urgency & Justification

Urgency: The adopted budget for FY25/26, before the contract was signed, was $898,880. With the previous FY balance of $468,025 being paid, the remaining amount of $430,855 has been exhausted by paying invoices until March 2026.

2. Project Timeline

Start Date: Apr 2026
End Date: June 2026

3. Financial Overview

Total Cost: The expected total cost is $580,000. Only $150,000 is requested from MPOC.
End of Useful Life (for equipment): N/A

4. Procurement Method

Existing Contract or New RFP?: Existing contracts with vendors.

5. Funding Sources

Alternate Funding Sources Identified: General Fund (current budget shortfall)
Conditions or Restrictions of Alternate Funding: Due to the budget shortfall, Measure P was selected to supplement the budget.

6. Budgetary Alignment

Included in Current Annual Budget: Yes. $898,000

7. Implementation Details

Location (Where): City of Vallejo
Implemented By: Dave's/Bob's Tow Service
Vetted by Local Expert: N/A

8. Community Impact

Who Benefits: The City of Vallejo.
[Describe the groups or individuals who will benefit from the project]
Estimated Number of People Impacted: The citizens of the City of Vallejo.
[Approximate number]
Demographic Impacted: All applicable crime victims and those impacted by crime.
[seniors, youth, low-income households, etc.]
Related Council Requests: N/A.
[List any councilmembers who have raised this issue or submitted a request]
Relevant Commissions Involved: N/A

[Planning, Public Safety, Economic Dev. etc.]

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: Brad Paul, Interim Economic Development Director
SUBJECT: **ADOPT FOUR RESOLUTIONS RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING, THAT THE CITY COUNCIL AUTHORIZE $200,000 FOR A LONG-RANGE PROPERTY MANAGEMENT PLAN UPDATE; $200,000 FOR IMPLEMENTING BROKERAGE SERVICES; $37,688 FOR IMPLEMENTING A POP-UP EVENTS PILOT PROJECT; AND $70,312 FOR IMPLEMENTATION OF A SHOP-LOCAL CAMPAIGN FOR A TOTAL OF $508,000 OF MEASURE P FUNDING FOR IMPLEMENTATION OF ECONOMIC DEVELOPMENT STRATEGIC PLAN PILOT PROJECTS THAT ALIGN WITH MEASURE P PRIORITIES**

RECOMMENDATION

Adopt a resolution recommending, or in the alternative, not recommending, that the City Council authorize the use of $508,000 of Measure P budget in Fiscal Year 2026-2027 to fund the cost of implementing the pilot projects in the Economic Development Strategic Plan (EDSP) for :
1. Long Range Property Management Plan Update (LRPMP) - $200,000
2. Brokerage Services - $200,000
3. Pop-Up Events - $37,688
3. Shop Local Campaign - $ 70,312.

BACKGROUND AND DISCUSSION

The City of Vallejo is focused on long-term economic sustainability, business retention and commercial vitality. Staff requests $508,000 of Measure P funding to implement four specific, high-priority actions aimed at enhancing the local commercial tax base, addressing property management and supporting local businesses. The EDSP recommended programming the remaining ARPA funds for economic development ($355,000) for five “Pilot Projects”, the top of the to-do list for Cycle 1 (2024-2027). On December 30, 2024, City Council directed staff to allocate all the ARPA funds to one of the recommended Pilot Projects, a revolving loan fund managed by Solano EDC. Since then, staff has been supporting Solano EDC on the logistics of developing the loan program, while also exploring how to implement the other pilot projects without allocating funding and researching potential grant opportunities.

At the time the EDSP was approved in December 2024, the Economic Development Department had seven authorized positions with one vacancy in the role of an Economic Development Project Manager. In January 2025, the Director of the department resigned, and in April the department Secretary left; combined with the Project Manager position still being vacant. This left three positions vacant out of the seven authorized. The Director recruitment has been underway since then while the other two positions were frozen as of June 2025. An economic development Consultant was under contract from February 2025 through December 2025 to provide some project assistance with limited hours in compliance with CalPERS regulations, and the Assistant City Manager served as interim Economic Development Director from January 2025 to January 2026, when a full time Interim Economic Development Director was hired and will be under contract through the end of June 2026 as a retired annuitant. Due to the budget deficit, Council decided not to unfreeze the Economic Development department’s two vacant positions.

Despite reductions in available resources, staff made progress in most of the five pilot projects. The City's revolving loan fund was launched using $355,000 in ARPA funds. Other funds provided small amounts of money for the Pop-Up Events at $34,000 and Shop-Local at $28,000 with hopes of securing additional funding for them and two other pilot projects in the Mid-Year budget. That request was recently denied. The EDSP serves as Vallejo's roadmap for sustainable economic growth. Without the requested Measure P funds, implementation of these strategic initiatives would be delayed, hindering the City's ability to respond to commercial challenges, such as vacant properties, blight and reduced business activity, which will negatively impact the public safety, health and appearance of nearby public spaces and businesses.

Per Resolution No. 22-222, approved by Council on December 20, 2022, there are nine priorities for the use of revenue generated by Measure P: 1. Maintain critical city services such as keeping public spaces healthy, safe and clean; 2. Maintain fire protection; 3. Maintain emergency medical response; 4. Maintain crime prevention; 5. Address homelessness; 6. Address blight; 7. Address dumping; 8. Repair deteriorating neighborhood streets, roads and sidewalks; and 9. Youth priorities.

The funding for these proposed projects align with category 1, 4 and 6 above and therefore is an appropriate use of Measure P funding.

Proposed Projects ($508,000 Total):

1. Long-Range Property Management Plan (LRPMP) Update: Ensures better utilization and management of city-owned real estate, analyzing and enhancing their potential to attract private sector investment; addressing blight and dumping, reducing vacancies and supporting crime prevention. RFP drafted and on hold until funding is approved. We are requesting $200,000 in Measure P funds.
2. Broker Services: By facilitating the sale or redevelopment of vacant city parcels, broker services help with preventing blight and dumping, supporting healthy, safe and clean public spaces and maintaining crime prevention. RFP drafted and on hold until funding is approved. We are requesting $200,000 in Measure P funds.
3. Pop-Up Events: Activates the downtown, waterfront and neighborhood shopping districts complementing existing significant events to amplify the impact of enhancing the City's economic vitality and boosting community engagement which keeps public spaces healthy, safe and clean. Consultant was selected through RFP process to begin implementing events in Summer 2026 with available funding of $62,624 in FY2526. We are requesting an additional $37,688 in Measure P funds.
4. Shop Local Campaign: Promotes local businesses to increase sales tax revenue that supports Measure P's overall objective of fiscal sustainability. More shoppers also means more foot traffic, vibrancy and positive activity around these businesses which are things that are proven to discourage bad behavior and crime. RFP drafted and on hold until funding is approved. We are requesting $70,312 in Measure P funds.

FISCAL IMPACT

If approved by City Council, $508,000 in Measure P funds would be allocated to implement four of the Economic Development Strategic Plan's four pilot projects. This is an active and continuing need, and staff will submit additional budget requests in FY2627 as these projects advance and as new needs emerge. (e.g. Year 2 funding for the Revolving Loan Fund).

ATTACHMENTS

1.	MPOC Resolution_ED_LRPMP_A CAO Stamp
2.	MPOC Resolution_ED_LRPMP_B CAO Stamp
3.	MPOC Resolution_ED_Broker_A CAO Stamp
4.	MPOC Resolution_ED_Broker_B CAO Stamp
5.	MPOC Resolution_ED_Pop-Up Events_A CAO Stamp
6.	MPOC Resolution_ED_Pop-Up Events_B CAO Stamp
7.	MPOC Resolution_ED_Shop Local_A CAO Stamp
8.	MPOC Resolution_ED_Shop Local_B CAO Stamp
9.	MPOC Project Justification Request_ED_LRPMP
10.	MPOC Project Justification Request_ED_Broker
11.	MPOC Project Justification Request_ED_Pop-Up Events
12.	MPOC Project Justification Request_ED_Shop Local
13.	10.Q Vallejo Economic Development Strategic Plan 2024-2030

CONTACT

Brad Paul, Interim Economic Development Director (707) 648-4109
Brad.Paul@cityofvallejo.net

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $200,000 FOR IMPLEMENTATION OF LONG-RANGE PROPERTY MANAGEMENT PLAN UPDATE

WHEREAS, on December 30, 2024, City Council adopted the 2024-2030 Economic Development Strategic Plan (EDSP); and

WHEREAS, one of the priority pilot projects in the EDSP in Cycle 1 is to construct and put out for bid Citywide Capital Facilities Plan Request for Proposals (RFP) for beautification and strategic development recommendations for city-owned sites; and

WHEREAS, since December 2025, ED staff with the help of ED consultant drafted an RFP for Long-Range Property Management Plan Update (LRPMP) in lieu of Citywide Capital Facilities Plan to prepare a long-range property management and private investment strategy for better utilization and management of city-owned real estate to attract private sector investment; and

WHEREAS, ED staff put a request during the FY2526 Midyear budget to fund this project for $200,000 for a 2 year contract; and

WHEREAS, due to the budget deficit, the request was denied and RFP on hold since there is no available funding; and

WHEREAS, it has been determined that this project aligns with the Measure P spending priority of addressing blight and dumping, reducing vacancies and supporting crime prevention; and

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby recommends to the City Council that it allocate up to $200,000 of Measure P budget In Fiscal Year 2026-2027 to fund the cost of implementing this pilot project in the EDSP for

Long-Range Property Management Plan Update (LRPMP).

Adopted by the Measure P Oversight Committee at a special meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

JACKIE JONES, CHAIR

ATTEST:

_____

FLORITA CRUZ, SECRETARY

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $200,000 FOR IMPLEMENTATION OF LONG-RANGE PROPERTY MANAGEMENT PLAN UPDATE

WHEREAS, on December 30, 2024, City Council adopted the 2024-2030 Economic Development Strategic Plan (EDSP); and

WHEREAS, one of the priority pilot projects in the EDSP in Cycle 1 is to construct and put out for bid Citywide Capital Facilities Plan Request for Proposals (RFP) for beautification and strategic development recommendations for city-owned sites; and

WHEREAS, since December 2025, ED staff with the help of ED consultant drafted an RFP for Long-Range Property Management Plan Update (LRPMP) in lieu of Citywide Capital Facilities Plan to prepare a long-range property management and private investment strategy for better utilization and management of city-owned real estate to attract private sector investment; and

WHEREAS, ED staff put a request during the FY2526 Midyear budget to fund this project for $200,000 for a 2 year contract; and

WHEREAS, due to the budget deficit, the request was denied and RFP on hold since there is no available funding; and

WHEREAS, it has been determined that this project aligns with the Measure P spending priority of addressing blight and dumping, reducing vacancies and supporting crime prevention; and

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby does not recommend to the City Council that it allocate up to $200,000 of Measure P budget In Fiscal Year 2026-2027 to fund the cost of implementing this pilot project in the EDSP for Long-Range Property Management Plan Update (LRPMP) for the following reasons:

_____
_____
_____
_____

Adopted by the Measure P Oversight Committee at a special meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
JACKIE JONES, CHAIR

ATTEST:

_____
FLORITA CRUZ, SECRETARY

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $200,000 FOR IMPLEMENTATION OF BROKER SERVICES

WHEREAS, on December 30, 2024, City Council adopted the 2024-2030 Economic Development Strategic Plan (EDSP); and

WHEREAS, the strategy in the EDSP is meant to create more jobs, more business activity, more utilization of local buildings and other commercial spaces to increase the number of local jobs and local economic activity; and

WHEREAS, since November 2025, ED staff with the help of ED consultant drafted an RFP for Commercial Brokerage Services to select a brokerage services firm to ensure that the City's Property Portfolio is actively marketed in support of the City's property utilization strategy through the lease and licensing (disposition) of real property assets; and

WHEREAS, ED staff put a request during the FY2526 Midyear budget to fund this project for $200,000 for a 3 year contract; and

WHEREAS, due to the budget deficit, the request was denied and RFP on hold since there is no available funding; and

WHEREAS, it has been determined that this project aligns with the Measure P spending priority of preventing blight and dumping, supporting healthy, safe and clean public spaces and maintaining crime prevention; and

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby recommends to the City Council that it allocate up to $200,000 of Measure P budget In Fiscal Year 2026-2027 to fund the cost of implementing this pilot project in the EDSP for Broker Services.

Adopted by the Measure P Oversight Committee at a special meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

JACKIE JONES, CHAIR

ATTEST:

_____

FLORITA CRUZ, SECRETARY

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $200,000 FOR IMPLEMENTATION OF BROKER SERVICES

WHEREAS, on December 30, 2024, City Council adopted the 2024-2030 Economic Development Strategic Plan (EDSP); and

WHEREAS, the strategy in the EDSP is meant to create more jobs, more business activity, more utilization of local buildings and other commercial spaces to increase the number of local jobs and local economic activity; and

WHEREAS, since November 2025, ED staff with the help of ED consultant drafted an RFP for Commercial Brokerage Services to select a brokerage services firm to ensure that the City's Property Portfolio is actively marketed in support of the City's property utilization strategy through the lease and licensing (disposition) of real property assets; and

WHEREAS, ED staff put a request during the FY2526 Midyear budget to fund this project for $200,000 for a 3 year contract; and

WHEREAS, due to the budget deficit, the request was denied and RFP on hold since there is no available funding; and

WHEREAS, it has been determined that this project aligns with the Measure P spending priority of preventing blight and dumping, supporting healthy, safe and clean public spaces and maintaining crime prevention; and

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby does not recommend to the City Council that it allocate up to $200,000 of Measure P budget In Fiscal Year 2026-2027 to fund the cost of implementing this pilot project in the EDSP for Broker Services for the following reasons:

_____
_____
_____
_____

Adopted by the Measure P Oversight Committee at a special meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

JACKIE JONES, CHAIR

ATTEST:

_____

FLORITA CRUZ, SECRETARY

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $37,688 FOR IMPLEMENTATION OF POP-UP EVENTS

WHEREAS, on December 30, 2024, City Council adopted the 2024-2030 Economic Development Strategic Plan (EDSP); and

WHEREAS, one of the priority pilot projects in the EDSP in Cycle 1 is to execute 2-3 pop up events coordinated with other significant City events to increase ferry use at Vallejo Terminal and activate the downtown and waterfront; and

WHEREAS, through the RFP process, the RFP evaluation team selected a consultant (Miles McNeal & Powell) to contract and lead this project with available funding in the ED Measure B budget of $62,624; and

WHEREAS, ED staff put a request during the FY2526 Midyear budget to add additional funding to this project bringing the total to $100,000 which would help amplify the impact of this project; and

WHEREAS, due to the budget deficit, the request was denied since there is no available funding; and

WHEREAS, it has been determined that this project aligns with the Measure P spending priority of keeping public spaces healthy, safe and clean since this would boost community engagement; and

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby recommends to the City Council that it allocate up to $37,688 of Measure P budget In Fiscal Year 2026-2027 to fund the cost of implementing this pilot project in the EDSP for Pop-Up Events for the following reasons:

_____

_____

_____

_____

Adopted by the Measure P Oversight Committee at a special meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

JACKIE JONES, CHAIR

ATTEST:

_____

FLORITA CRUZ, SECRETARY

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $37,688 FOR IMPLEMENTATION OF POP-UP EVENTS

WHEREAS, on December 30, 2024, City Council adopted the 2024-2030 Economic Development Strategic Plan (EDSP); and

WHEREAS, one of the priority pilot projects in the EDSP in Cycle 1 is to execute 2-3 pop up events coordinated with other significant City events to increase ferry use at Vallejo Terminal and activate the downtown and waterfront; and

WHEREAS, through the RFP process, the RFP evaluation team selected a consultant (Miles McNeal & Powell) to contract and lead this project with available funding in the ED Measure B budget of $62,624; and

WHEREAS, ED staff put a request during the FY2526 Midyear budget bringing the total to $100,000 which would help amplify the impact of this project; and

WHEREAS, due to the budget deficit, the request was denied since there is no available funding; and

WHEREAS, it has been determined that this project aligns with the Measure P spending priority of keeping public spaces healthy, safe and clean since this would boost community engagement; and

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby does not recommend to the City Council that it allocate up to $37,688 of Measure P budget In Fiscal Year 2026-2027 to fund the cost of implementing this pilot project in the EDSP for Pop-Up Events.

Adopted by the Measure P Oversight Committee at a special meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

JACKIE JONES, CHAIR

ATTEST:

_____

FLORITA CRUZ, SECRETARY

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $70,312 FOR IMPLEMENTATION OF SHOP-LOCAL CAMPAIGN

WHEREAS, on December 30, 2024, City Council adopted the 2024-2030 Economic Development Strategic Plan (EDSP); and

WHEREAS, one of the priority pilot projects in the EDSP in Cycle 1 is to create a shop-local campaign support which can provide more foot traffic and partnerships among businesses to offer visitors and locals unique experiences and advertise Vallejo as a place to do business; and

WHEREAS, per City Manager's direction, an RFP was drafted by ED staff with help of ED consultant in November 2025 to solicit proposals from individuals, firms or non-profit organizations to execute this programming with available funding of $28,000 in the FY2526 ED Measure B budget; and

WHEREAS, the RFP is on hold until additional funding is approved; and

WHEREAS, the $28,000 in FY2526 ED Measure B budget will be allocated to the Pop-Up Events contract; and

WHEREAS, ED staff put a request during the FY2526 Midyear budget to add additional funding to this project for $34,000 which was denied due to the budget deficit and now requesting $70,312 from Measure P for FY2627 to amplify the impact of this project; and

WHEREAS, it has been determined that this project aligns with the Measure P spending priority of improving public safety which would discourage bad behavior and crime due to vibrancy and positive activity around the local businesses; and

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby recommends to the City Council that it allocate up to $70,312 of Measure P budget In Fiscal Year 2026-2027 to fund the cost of implementing this pilot project in the EDSP for Shop-Local Campaign.

Adopted by the Measure P Oversight Committee at a special meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

JACKIE JONES, CHAIR

ATTEST:

_____

FLORITA CRUZ, SECRETARY

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $70,312 FOR IMPLEMENTATION OF SHOP-LOCAL CAMPAIGN

WHEREAS, on December 30, 2024, City Council adopted the 2024-2030 Economic Development Strategic Plan (EDSP); and

WHEREAS, one of the priority pilot projects in the EDSP in Cycle 1 is to create a shop-local campaign support which can provide more foot traffic and partnerships among businesses to offer visitors and locals unique experiences and advertise Vallejo as a place to do business; and

WHEREAS, per City Manager's direction, an RFP was drafted by ED staff with help of ED consultant in November 2025 to solicit proposals from individuals, firms or non-profit organizations to execute this programming with available funding of $28,000 in the FY2526 ED Measure B budget; and

WHEREAS, the RFP is on hold until additional funding is approved; and

WHEREAS, the $28,000 in FY2526 ED Measure B budget will be allocated to the Pop-Up Events contract; and

WHEREAS, ED staff put a request during the FY2526 Midyear budget to add additional funding to this project for $34,000 which was denied due to the budget deficit and now requesting $70,312 from Measure P for FY2627 to amplify the impact of this project; and

WHEREAS, it has been determined that this project aligns with the Measure P spending priority of improving public safety which would discourage bad behavior and crime due to vibrancy and positive activity around the local businesses; and

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby does not recommend to the City Council that it allocate up to $70,312 of Measure P budget In Fiscal Year 2026-2027 to fund the cost of implementing this pilot project in the EDSP for Shop-Local Campaign for the following reasons:

_____
_____
_____
_____

Adopted by the Measure P Oversight Committee at a special meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
JACKIE JONES, CHAIR

ATTEST:

_____
FLORITA CRUZ, SECRETARY

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT FOUR RESOLUTIONS RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING, THAT THE CITY COUNCIL AUTHORIZE $200,000 FOR A LONG-RANGE PROPERTY MANAGEMENT PLAN UPDATE; $200,000 FOR IMPLEMENTING BROKERAGE SERVICES; $37,688 FOR IMPLEMENTING A POP-UP EVENTS PILOT PROJECT; AND $70,312 FOR IMPLEMENTATION OF A SHOP-LOCAL CAMPAIGN FOR A TOTAL OF $508,000 OF MEASURE P FUNDING FOR IMPLEMENTATION OF ECONOMIC DEVELOPMENT STRATEGIC PLAN PILOT PROJECTS THAT ALIGN WITH MEASURE P PRIORITIES

1. Project Urgency & Justification

Long Range Property Management Plan Update (LRPMP) – Is one of the pilot projects in Cycle 1 in the EDSP and per Council direction to find a qualified consultant/firm to prepare a long-range property management and private investment strategy for better utilization and management of city-owned real estate, analyzing and enhancing their potential to attract private sector investment. This will also serve as an update to the Long Range Property Management Plan from 2015. The urgency of this project is high as this plan update will generate revenue and economic development which the City needs as it faces a GF budget deficit. Funding for this project aligns with MP priorities of addressing blight and dumping, reducing vacancies and supporting crime prevention. Requested amount from FY2526 Midyear budget was $200,000 and was recently denied.

2. Project Timeline

Start Date: This would be a 2-year contract ~July 2026 (Date dependent on RFP/contract execution)
End Date: July 2028

3. Financial Overview

Total Cost: $200,000
End of Useful Life

4. Procurement Method

Existing Contract or New RFP?: New RFP

5. Funding Sources

Alternate Funding Sources Identified: None at this time
Conditions or Restrictions of Alternate Funding:

6. Budgetary Alignment

Included in Current Annual Budget: There is currently $50k in FY2526 ED Other Prof Services, however additional funding is needed to initiate the RFP and contract.

7. Implementation Details

Location (Where): City-Owned and City-Leased Properties
Implemented By: Economic Development

Vetted by Local Expert: David Morton, Real Property and Lease Manager

---

8. Community Impact

Who Benefits: Vallejo's residents and businesses
Estimated Number of People Impacted: 125,000
Demographic Impacted: 125,000
Related Council Requests:
Relevant Commissions Involved:

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT FOUR RESOLUTIONS RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING, THAT THE CITY COUNCIL AUTHORIZE $200,000 FOR A LONG-RANGE PROPERTY MANAGEMENT PLAN UPDATE; $200,000 FOR IMPLEMENTING BROKERAGE SERVICES; $37,688 FOR IMPLEMENTING A POP-UP EVENTS PILOT PROJECT; AND $70,312 FOR IMPLEMENTATION OF A SHOP-LOCAL CAMPAIGN FOR A TOTAL OF $508,000 OF MEASURE P FUNDING FOR IMPLEMENTATION OF ECONOMIC DEVELOPMENT STRATEGIC PLAN PILOT PROJECTS THAT ALIGN WITH MEASURE P PRIORITIES

1. Project Urgency & Justification

Broker Services – Per Council recommendation, this is intended to select a commercial brokerage services firm to ensure that the City's Property Portfolio is actively marketed in support of the City's property utilization strategy through the lease and licensing (disposition) of real property assets. Funding for this project aligns with MP's priority of preventing blight and dumping, supporting healthy, safe and clean public spaces and maintaining crime prevention. Requested amount from FY2526 Midyear budget was $200,000 and was recently denied.

2. Project Timeline

Start Date: This would be a 3-year contract ~July 2026 (Date dependent on RFP/Contract execution)
End Date: July 2029

3. Financial Overview

Total Cost: $200,000
End of Useful Life

4. Procurement Method

Existing Contract or New RFP: New RFP

5. Funding Sources

Alternate Funding Sources Identified: None at this time
Conditions or Restrictions of Alternate Funding:

6. Budgetary Alignment

Included in Current Annual Budget:

7. Implementation Details

Location (Where): Various locations in the City's Property Portfolio
Implemented By: Economic Development
Vetted by Local Expert: David Morton, Real Property and Lease Manager

8. Community Impact

Who Benefits: Vallejo's residents and businesses
Estimated Number of People Impacted: 125,000
Demographic Impacted: 125,000
Related Council Requests:
Relevant Commissions Involved:

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE:

ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING, THAT THE CITY COUNCIL AUTHORIZE $508,000 OF MEASURE P FUNDING FOR IMPLEMENTATION OF ECONOMIC DEVELOPMENT STRATEGIC PLAN PILOT PROJECTS THAT ALIGN WITH MEASURE P PRIORITIES

1. Project Urgency & Justification

Pop-Up Events – Is one of the pilot projects in Cycle 1 in the EDSP to find a qualified event producer to execute 2-3 pop-up events that help activate the downtown and waterfront to complement existing significant City events to amplify the impact and increase ferry use at the Vallejo Terminal. This can be a business gateway linking commercial developments to economic benefits across the City. Through the RFP process, 10 proposals were submitted with the top 3 proposers who interviewed and the evaluation team selecting Miles McNeal and Powell as the event producer to lead this initiative. Funding for this project aligns with MP priority of keeping public spaces healthy, safe and clean since this would boost community engagement. Requested amount from FY2627 Measure P is $37,688.

2. Project Timeline

Start Date: June 2026
End Date: December 2026 – Option to extend as additional funding is approved

3. Financial Overview

Total Cost: $100,000
End of Useful Life

4. Procurement Method

Existing Contract or New RFP: Contract in progress

5. Funding Sources

Alternate Funding Sources Identified: Measure B
Conditions or Restrictions of Alternate Funding:

6. Budgetary Alignment

Included in Current Annual Budget: There is currently $62,224 in ED's Measure B FY2526 budget which will be used in the initial contract, however additional funding is requested to bring the total to $100,000.

7. Implementation Details

Location (Where): Waterfront and Downtown
Implemented By: Economic Development
Vetted by Local Expert: Brad Paul, Interim Economic Development Director

8. Community Impact

Who Benefits: Vallejo's residents and businesses
Estimated Number of People Impacted: 125,000
Demographic Impacted: 125,000
Related Council Requests:
Relevant Commissions Involved:

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE:

ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING, THAT THE CITY COUNCIL AUTHORIZE $508,000 OF MEASURE P FUNDING FOR IMPLEMENTATION OF ECONOMIC DEVELOPMENT STRATEGIC PLAN PILOT PROJECTS THAT ALIGN WITH MEASURE P PRIORITIES

1. Project Urgency & Justification

Shop Local Campaign – Is one of the pilot projects in Cycle 1 in the EDSP to find a qualified firm to plan and execute programming that supports local retail and restaurants to shop locally in Vallejo. The project will complement other efforts with similar goals such as Pop-Up Events. More shoppers also means more foot traffic which will increase sales tax revenue. Funding for this project aligns with MP's priority of improving public safety which would discourage bad behavior and crime due to vibrancy and positive activity around the local businesses. Requested amount from Measure P FY2627 funds is $70,000 to post the RFP and begin implementation of this project.

2. Project Timeline

Start Date: June 2026 (Date dependent on RFP/Contract execution)
End Date: December 2026 – Option to extend as additional funding is approved

3. Financial Overview

Total Cost: $70,000
End of Useful Life

4. Procurement Method

Existing Contract or New RFP: New RFP

5. Funding Sources

Alternate Funding Sources Identified: Measure B
Conditions or Restrictions of Alternate Funding:

6. Budgetary Alignment

Included in Current Annual Budget: None at this time

7. Implementation Details

Location (Where): All throughout Vallejo – local businesses and restaurants
Implemented By: Economic Development
Vetted by Local Expert: Brad Paul, Interim Economic Development Director

8. Community Impact

Who Benefits: Vallejo's residents and businesses
Estimated Number of People Impacted: 125,000

Demographic Impacted: 125,000
Related Council Requests:
Relevant Commissions Involved:

City of Vallejo
Economic Development Strategic Plan

The City of Vallejo in partnership with

Economic Forensics and Analytics, Inc.
Chabin Concepts, Inc.

December 2024

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ACKNOWLEDGMENTS

Our team thanks all residents and businesses that participated in this project and, especially the following City of Vallejo officials and staff.

- City of Vallejo, City Council (titles are as of March 2024)
    - Mayor Robert McConnell
    - District 1 Rozzana Verder-Aliga
    - District 2 Diosdado "JR" Matulac
    - District 3 Vice Mayor Mina Loera-Diaz
    - District 4 Charles Palmares
    - District 5 Peter Bregenzer
    - District 6 Cristina Arriola
- City of Vallejo, Economic Development Commission, including commissioners
    - Thomas Barbeiro
    - Roberto Hernandez
    - Dwight Monroe, Jr. (Vice Chair as of July 2024)
    - Calvin Harrell
    - L. Alexander Matias
    - Nicole Loufas (Chair as of July 2024)
    - Mai-Ling Garcia
- City of Vallejo, City Manager's Office;
    - Andrew Murray, City Manager
    - Michael Malone, Immediate Past City Manager
    - Gillian Haen, Assistant City Manager
    - Sharon Lund, Community Engagement Manager
- City of Vallejo, Economic Development Department
    - Michael Nimon, Economic Development Department Director
    - Annette Taylor, Senior Community Development Analyst

This plan and our efforts would not have been possible without the American Rescue Plan Act (ARPA) funding available to the City of Vallejo from 2021 to 2024.

EXECUTIVE SUMMARY

Vallejo's economy has unique economic development assets, many of which are similar to those of other Bay Area urban suburbs. Vallejo also has some challenges that are similar to those of other cities and some challenges that are unique to Vallejo. The consulting team developed this Economic Development Strategic Plan for directing economic development activities in Vallejo from 2025 to 2030. This plan was funded by the American Rescue Plan Act (ARPA) grant program. Part of this effort was to identify pandemic-driven impacts on Vallejo's economy and suggest how the City of Vallejo can address those impacts. The plan should be renewed or reconsidered based on changes locally and globally, modified as economic development staff, city managers, city council members, and Vallejo every three (3) years starting in 2027. This plan has goals and action steps divided into two "cycles", with a review after three years.

- Cycle 1 focuses on achieving foundational goals: creating more visibility, jobs, activity, and value in Vallejo
- In Cycle 2, after Cycle 1's foundation steps, is aiming for future growth, and attracting and expanding business.

Economic change in Vallejo will take time. After the Mare Island Naval Shipyard closed in 1996, the city fundamentally changed and remains under that change's shadow. Since then, three recessions and municipal finance concerns have all affected Vallejo's ability to stand up and stand out positively from other Bay Area cities. Expectations must start with envisioning Vallejo as a relatively open canvas with many possibilities to benefit from what is unique about the city's economy and its location and assets, as well as a place making up gaps in regional competitiveness.

The City of Vallejo's Economic Development Department must continue to partner with and produce solutions for current employers and landowners to expand jobs and activity on Mare Island, North Vallejo, and the downtown and waterfront areas as core commercial areas. Our recommended action steps and strategic goals focus on moving Vallejo closer to "top of wallet" in terms of how current and prospective employers and site selectors see Vallejo as a place to invest resources. If these goals are achieved, the economic gains in core commercial areas will spill over to other parts of Vallejo.

Shifting perceptions about doing business in Vallejo requires enhanced communications, regardless of social concerns and recent history, beginning with changes in Vallejo Economic Development Department and overall citywide communications. These changes include how communication assets citywide—with the help of regional partners, including chambers of commerce and current employers—are expanded and employed. The stories about optimistic but realistic aspects of Vallejo's economy need to be told as critical steps in building more confidence. These stories help prospective businesses and investors to view Vallejo as a long-term opportunity.

Vallejo has grit, which bodes well for the challenges it will face in the short term. Vallejo has to embrace the process of staying gritty, resilient, and regionally unique in positive ways. This plan is meant to guide that journey.

STRATEGIC PLANNING: JULY 2022 TO NOVEMBER 2024

TASK 1	TASK 2	TASK 3	TASK 4
Produced the Vallejo Databook (EFA data analyses of Vallejo and other areas for comparison)	Facilitated community outreach and voice and expectations (Communications Plan for EFA Project)	Finalized plan: Final action steps, key performance indicators, and tracking progress	Completed and presented the final Economic Development Strategic Plan.

Economic Forensics and Analytics, Inc. (EFA) was the consultant on this plan. We collected data as available to describe Vallejo's economy, demography, and potential future and to understand Vallejo's economy more completely. We engaged with and interviewed over 200 employers, residents, elected officials, city staff, regional chamber of commerce members and staff, and other stakeholders in Vallejo's economy. Our planning principles focus on providing action items with the highest probability of achieving our recommended goals for the city's economic development staff. These data, as a whole, helped to inform recommended action items.

WHAT IS ECONOMIC DEVELOPMENT?

A SET OF ACTIONS TAKEN BY AN ORGANIZATION TO INCREASE SALES REVENUE, JOBS, COMMERCIAL SPACE OCCUPANCY, SALES AND TRANSIENT OCCUPANCY TAX REVENUES, PROPERTY VALUES, AND GENERAL AWARENESS OF DOING BUSINESS IN THE COMMUNITY. ECONOMIC DEVELOPMENT EFFORTS ARE ONE PART OF BROADER COMMUNITY DEVELOPMENT EFFORTS AND GROWTH STRATEGIES

The action items for Cycle 1 prepare a foundation through business retention and expansion for subsequent business attraction efforts (Cycle 2) through June 2030. The action steps mix support activities and expanded communications, using funding from the American Rescue Plan Act (ARPA) and various other sources to invest in visible change through economic development and preparing for site selectors and new businesses to turn their gaze toward Vallejo as a place open for business. Our strategic planning tasks generated the goals above and associated action items below. A key outcome of these efforts is **placemaking**: Vallejo is becoming a place to live, work, and play unique in the positive experiences of residents, commuting workers, and visitors. This strategy is focused on increasing Vallejo's economic activity and presence as a place to do business in the Bay Area. Utilizing its unique geography and assets, including a focus on placemaking activities and better use of city-owned properties downtown, motivated landowners and businesses on Mare Island, and residents looking for change, Vallejo needs to communicate these differences. That communication should be focused

on real-world examples and have local businesses act as ambassadors for the message of why they located or grew here.

STRATEGY FORWARD IN TWO CYCLES

This plan's action items are based on two planning cycles over six (6) fiscal years. Specific actions, grants, and partnerships will change based on opportunities and shifting economic and social environments in which Vallejo finds itself in 2030. Cycle 1 (2025 to 2027) establishes partnerships, pilot projects, and a communications pattern to present Vallejo to a worldwide audience as a place to do business. Cycle 1 also links workforce and economic development efforts, preparing Vallejo beyond current projects, such as those on Mare Island and North Vallejo. Cycle 2 (2028 to 2030) expands economic development activities to more aggressive business attraction efforts, especially in downtown Vallejo moving east. Below are key strategic goals and example action items for Cycle 1:

WHY TWO CYCLES? VALLEJO NEEDS TO BUILD A FOUNDATION TO TRULY MARKET THE CITY AS A PLACE TO DO BUSINESS. CYCLE 1'S GOALS FOCUS ON BUILDING THAT FOUNDATION WHILE PUBLIC SAFETY CONCERNS, ROADWAY MAINTENANCE, BROADBAND EXPANSION, AND REDUCED HOMELESSNESS CONTINUE TO BE ADDRESSED. CYCLE 2 BUILDS ON THOSE MOVEMENTS FORWARD, ASSUMING THERE IS PROGESS THAT CHANGE THE CITY'S IMAGE TO ATTRACT NEW AND EXPANDING BUSINESSES.

Plan Goals and Key Actions: Cycle 1

1. **Execute pilot projects using remaining American Rescue Plan Act (ARPA) funding**
2. **Support major revitalization and planning efforts in Downtown, Waterfront, and other areas parallel to private-sector efforts (Mare Island and other important corridors in Vallejo)**
3. **Work with the City of Vallejo Planning, Finance Department, and Central Permit Center on ways to streamline development, increase city revenues, and enhance placemaking**
4. **Develop a Communications and Marketing Plan: Engage with the community, regional partners, and regional media on Vallejo-based business stories**
5. **Create a vision for city-owned assets as part of broader placemaking and infill development efforts alongside citywide capital-facilities planning**
6. **Seek and apply for as much nonprofit and government funding as possible to support economic and workforce development efforts across Vallejo as a strategic partner**

Detailed action items for each goal above are provided below, with links to specific tasks in the "Implementation Matrix" based on the detailed goals below in the "Strategic Details" section.

CURRENT SITUATION AND OUTLOOK: DATA AND FORECASTS

Our team's look at Vallejo's economy and its residents yielded benchmarks, key insights, and forecasts for Vallejo's demographics, economic activity, housing, and broader social and political issues to 2027 and, in some cases, through 2030. Users of this strategic plan should see these data as context for the plan's action items that help define key performance indicators (KPIs) for the City's economic and demographic evolution to 2030. Boxed comments ("What These Data Tell Us") provide a quick way of understanding how data connect to the recommended goals and actions. Key findings include (data are the latest available as of December 2023, with a detailed data and forecast section in the Plan Overview):

The City Economy

Vallejo's residents and employers remain behind the rest of the Bay Area, where efforts that lead to more employers, more workforce development and economic activity can help Vallejo become a success story and attract more targeted industries over time.

Key Observations**:**

- From 2010 to 2023, Vallejo has had consistently slower job growth and higher unemployment than other cities in Solano County . Source: California EDD Labor Force Data
- In 2022, employment at businesses in Vallejo totaled approximately 43,310 workers; job growth for Vallejo was 0.5% higher in 2022 than in 2021 (Solano County jobs grew 4.4% in 2022). Sources: California EDD Industry Employment, IMPLAN® (subscription), Author's Calculations
- Between 2010 and 2022, on average, about 25% of those who work in Vallejo also live there; thus, approximately 75% of those who work in Vallejo live elsewhere.

FROM 2010 TO 2022, 83% TO 86% OF VALLEJO RESIDENTS WHO WORK LEAVE VALLEJO FOR THEIR JOB.

The City's Residents and Housing

Vallejo's households and housing stock are changing slowly and remain behind regional areas when compared. New sources of municipal revenue, more infill development and revitalization in main commercial corridors can change Vallejo's regional competitiveness and the job opportunities for Vallejo's residents and business owners.

Key Observations:

- Vallejo is more ethnically and racially diverse than any other community in Solano, Napa, Sonoma, or Marin counties (the North Bay)Source: Census Bureau (American Community Survey)
- Median household income (MHI) in Vallejo grew from $62,325 in 2011 to $78,243 in 2021 (Vallejos' MHI was approximately $7,500 below the state average in 2021). Source: Census Bureau (American Community Survey)
- As of January 2023, Vallejo's population has fallen since 2018, whereas Solano County's population has fallen only since 2020. Vallejo is estimated to have 121,658 residents in 2023, compared with 125,791 in 2020 (a reduction of -3.3%), making up 27.4% of Solano County's residents. Sources: California Department of Finance, Reports E-4 or E-5 and Census Bureau (American Community Survey)
- Vallejo has an estimated 45,715 available housing units as 2023 ended, a net increase of 192 units since 2020, approximately 27.4% of housing units in Solano County. Sources: California Department of Finance, Report E-8 Compared with the North Bay, Vallejo consistently had a high poverty rate , with a rate of 11.0% in 2021 (1.3 percentage points below the state average). The poverty rate is based on the federal poverty level for the country as a whole. Source: Census Bureau (American Community Survey)

Forecasts (as of April 2024) to 2027 (Author's Calculations)

Forecasts to 2027 suggests a slower moving economy and challenges for Vallejo's residents and employers in terms of competition for jobs and customers. Infill development to shape Vallejo's downtown and waterfront areas and create more placemaking will prepare Vallejo's economy with more assets and a more competitive position toward 2030.

- The national and state economies are projected to grow between 1.9 and 2.3 percent, with some increases in unemployment and slower income growth until 2026.
- Based on data and forecasts in August 2024, a recession is not likely before 2025, as inflation that increased sharply in 2021 and 2022 subsequently fell in 2023 and 2024, and is forecasted to continue descending to 2027. Increases in interest rates slowed down in 2023. Interest rates are forecasted to fall through the end of 2024, based on inflation continuing to fall as well.
- Geopolitical and labor force concerns are unlikely to reduce general risk globally or the local labor cost to employers after 2024.
- Interest rates, regardless of forecasted reductions, are likely to remain relatively high to 2027 compared to 2010 to 2020 interest rates.
- The Bay Area economy overall is likely to grow more slowly until 2027 than it did in the pre-pandemic period (2011 to 2019) due to a combination of residents leaving the region, rising

costs of living and housing, slow job-market recovery for workers in service industries focused on tourism and inbound commuters, and reductions in business/conference travel to the core urban areas.

- Current projects, such as the green empowerment zone (GEZ), biotech corridor, and eventual implementation of the Solano County Fairgrounds development all utilize Vallejo's regionally unique geography and assets to move toward more economic activity and social mobility for Vallejo's residents. This includes the waterfront and making Vallejo's connection to San Pablo and San Francisco bays more of an economic development asset (wind energy and maritime activity, especially with Cal Poly San Luis Obispo's merger with Cal Maritime).

PEER AND ASPIRANT COMMUNITIES

Best practices in economic development and strategic planning include looking at other areas, organizations, and businesses/industries to which the local area either is a peer or aspires to become similar. Our team used a set of quantitative and qualitative criteria to create three choices for each category.

- Clovis, CA (Peer)
- Allentown, PA (Peer)
- Simi Valley, CA (Peer)
- Concord, CA (Aspirant)
- Palm Bay, FL (Aspirant)
- Round Rock, TX (Aspirant)

TOOLS TO FOLLOW PEER/ASPIRANT CITIES:

SUBSCRIBE TO LOCAL BUSINESS MEDIA;

ATTEND ONE VIRTUAL OR PHYSICAL EVENT IN THOSE AREAS;

SET-UP GOOGLE ALERTS FOR ECONOMIC DEVELOPMENT EVENTS/CHANGES IN THESE CITIES/REGIONS;

ONCE A YEAR PROVIDE AN UPDATE ON WHAT THESE CITIES ARE DOING THAT IS NEW AND WORKING

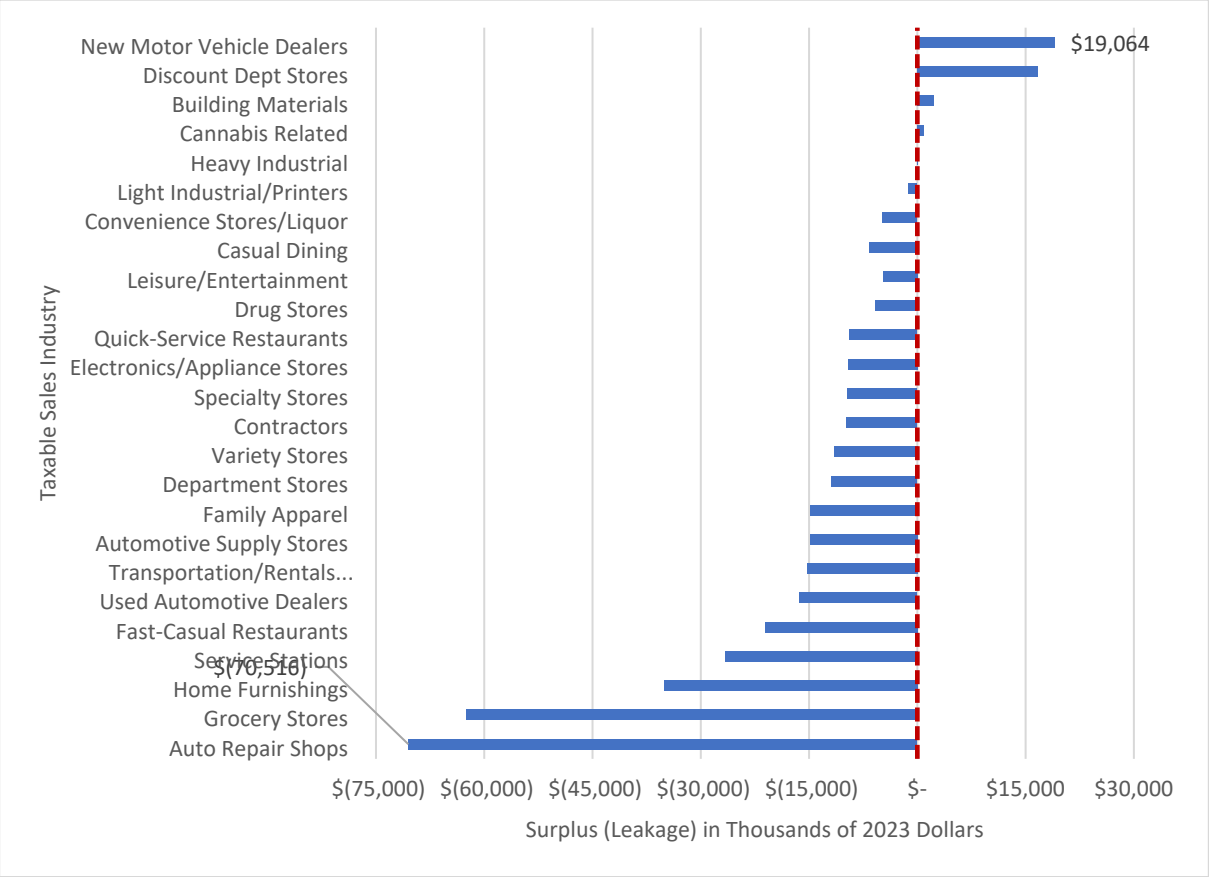
Half of these choices are in California (where state-level incentives and policies are similar), and the other half are outside California. The methodology used to determine these peers and aspirants included recent population estimates, recent economic performance (jobs and income growth), the local population's ethnic and racial diversity, and proximity to a significant urban center. Those peer and aspirant cities include (clicking on city website picture links to that city's economic development website) the following choices.

RETAIL LEAKAGE OVERVIEW

Vallejo's fiscal position would improve to the extent the retail leakage could be minimized. Retail leakage happens when Vallejo's residents spend more on goods and services than Vallejo's employers can provide in terms of value for specific retail industries.

Our town-hall meetings with Vallejo residents, focus group meetings, and interviews with local business leaders suggest crime is a key reason Vallejo residents may shop outside the city, and local merchants face additional costs. Perceptions, as much as reality, of shoplifting and other crime problems (car break-ins within shopping areas) can reduce local demand and also drive retailers away.

Figure 1: Estimated Retail Leakage and Surplus, Q4 2023, Thousands of Current Dollars ($000), Sources: HdL provided by the City of Vallejo, Bureau of Labor Statistics, and California Department of Tax and Fee Administration (CDTFA) and Census Bureau.



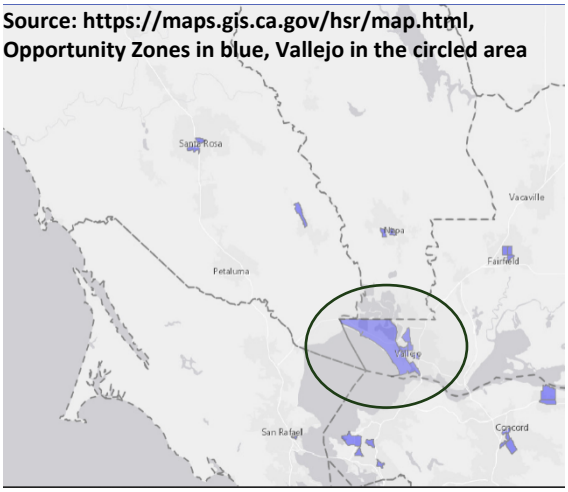
OPPORTUNITIES: TARGETED INDUSTRIES

Targeted Industries

Construction	Advanced Manufacturing	Software/ Film	Tourism	Transportation	Wholesale Trade

Best practices in economic development strategies include a focus on specific industries that make the local area unique in its job opportunities and economic identity, as well as suit the local area's unique assets and resources by matching available and future regional workers, as more employers are attracted to and grow in the region. Our list for Vallejo was compiled based on quantitative and qualitative criteria with a site selector's lens from over 100 possibilities. The requirements included Vallejo's physical assets (location, waterfront), challenges (access to interior areas versus undeveloped spaces), current economic conditions by industry, and regional partnerships and resources. Vallejo's opportunity zones (see map) and other federal and state-level incentives may be attractive to businesses in these industries, which have not previously considered Vallejo a place to do business. These industry choices also reflect our discussions with Vallejo's residents and workforce development partners, a renewed focus on supporting current educational institutions and regional chambers, and engagement in grant writing to augment available resources to support more employers. As these industries create jobs and raise incomes in Vallejo, more professional and medical services would be drawn to the local population, and workers would come to Vallejo daily as employees and commuters. Broader restaurant and retail options would also follow growth through "multiplier" effects. Retailers will come as Vallejo's economy grows, assuming wages and median household incomes increases translate into more demand for services and consumer goods. New or expanding hotels will locate in Vallejo from regional demand. Unique events with Vallejo-grown talent can further increase visibility and demand for overnight stays. Regional partnerships on tourism strategies helps attract new hotels and retail over time, catering to a broader customer base and utilizing Vallejo's links to the greater Bay Area (ferry terminal and proximity to larger population centers versus other parts of the North Bay). Water availability, especially for manufacturing businesses, will be a key asset for this strategy to work. Vallejo will compete with other regional destinations for water-reliant businesses, especially as climate change continues and water policies from the State evolve.

Source: https://maps.gis.ca.gov/hsr/map.html, Opportunity Zones in blue, Vallejo in the circled area



COMMUNICATIONS Strategy

Our team's outreach efforts during this planning process informed both our team and Vallejo's residents and businesses about economic development strategic planning in Vallejo. We took all we learned and generated a communications strategy for Vallejo's Economic Development Department. Communications, transparency, and access to information are vital aspects of economic development efforts. Vallejo has multiple assets and media channels available for communicating about Vallejo as a place to do business, as well as stories to tell that exemplify working and owning a business in Vallejo. More communication is better than less, and unique stories are best.

Understanding what information different audiences need is critical to success in communications generally (a best practice in marketing). Providing as much timely information as possible about what is happening monthly, pilot projects using ARPA funds, assisting efforts on Mare Island, Blue Rock Springs, along the Waterfront, Downtown, and other significant development efforts, and new businesses coming to Vallejo should all work with regional chambers and Visit Vallejo. Together, they can create and communicate about an ecosystem of business support and opportunities as well as victories and challenges in which the Vallejo Economic Development Department (EDD) is leading Vallejo to solutions. Our communications plan started with data gathering by engaging with different audiences in interviews, surveys, and residential gatherings. This helped shape action items during this plan's Cycle 1 . Our team also provided an initial communications plan to reach out to the community during our planning process. That plan was completed in June 2024.

MEASURING SUCCESS: KEY PERFORMANCE INDICATORS

Key Performance Indicators (KPIs) help an organization track progress toward goals. In this economic development strategic plan, the KPIs recommended below help measure how economic development staff can directly or indirectly measure Vallejo's economy. As part of our communications plan and outreach, interviews and group gatherings with Vallejo's residents and businesses revealed a desire for more transparency about Department activities and progress. As part of our listening to those perspectives, these KPIs (which should evolve based on changes and discussion about monitoring progress) provide a quarterly lens for the public.

Think of the KPIs as a tracking device for progress and a way to communicate to all stakeholders as part of a broader communications plan for Vallejo Economic Development Department about progress toward larger goals and simply what activity has taken place and borne fruit as actions are taken per the Roadmap above. It is important to see these KPIs as measuring economic development activities and not the progress of Vallejo socially. A citywide dashboard should be developed to monitor educational, infrastructure investment, workforce and economic development progress as a whole, where these KPIs may inform that dashboard.

KPIs and Goals (subject to change based on annual review)

Key Performance Indicators (KPIs)	Specific Goals
• Unemployment rate • Taxable sales (aggregate) • Change in jobs for Vallejo's employers • Median household income • Median home values • Assessed value of property • Retail vacancy • Office vacancy • Residential vacancy • City population • Total business counts and mix • Hotel occupancy rate (Occ Rate) and average daily rate (ADR) • Grant funding deployed • Private-sector investment in commercial spaces	• Periodic business retention survey • Business outreach program to maintain relationships and share support resources with local businesses • Invest in data needs to track economic performance and provide data for the business community • Marketing (website, business journals, business outreach efforts, industry magazines, videos, billboards, etc.) • Right-sizing business attraction incentives if they exist or developing such incentives as possible • Initiate a shop-local campaign • Effort to reach new developers to share sales tax point of contact reporting forms to ensure the city captures sales tax from construction on-site • Maintain a list of city-owned properties (e.g., Location One is an online service that helps cities to inventory and market their properties to businesses, site selectors, and brokers.) • Continued collaboration with local and regional partners (chambers, CCRC, Solano EDC, Vallejo First, etc.)

ECONOMIC DEVELOPMENT GOALS: DETAILS, CYCLE 1

It is essential to recognize that it may take the rest of this decade for Vallejo to become more regionally competitive versus Vallejo's neighboring cities and counties. The planning horizon in this study is from January 2025 to June 2030. This plan, its goals, and action items should be considered over a 20-year horizon. Vallejo's economy needs fundamental changes parallel to social stability to rise regionally as a first choice to locate or grow a business. Existing assets and land are critical to leveraging and controlling new development and placemaking efforts for Vallejo toward 2030.

The following proposed action items are subject to available funding and will need additional staff time to both achieve and maintain. The initial prioritization of projects will be based on applicability to and compliance with ARPA-related grant funding, subject matter nexus, and grant deadlines. The remaining implementation will be subject to available resources, guided by the City of Vallejo leadership and its budget prioritization. We believe that these number goals (with

bulleted action steps) are pragmatic, measurable corrective responses to improve Vallejo's economy; some examples are provided in *italics,* and targeted industry links are in **bold (as shown below, these include:** (**Construction, Advanced Manufacturing, Software/Film, Transportation, Tourism, Wholesale**).

Cycle 1

1. **Execute pilot projects using remaining ARPA funding (approx. $355,000); examples include:**
    A. Support Shop-Local Campaign, partnered with Vallejo Chamber of Commerce (**All**)
    B. Execute "Pop-up" Events that include citywide events-flea markets, pop-up retail and food truck events, coordinated with other significant events when possible and also aim to increase ferry use at Vallejo Terminal (**Tourism**)
    C. Establish and seed revolving loan fund (RLF) or grants for Vallejo-based, small businesses (those that would not qualify for classic business loans or grants) in partnership with financial institutions and non-profit organizations throughout Vallejo and Solano County (link to Solano Economic Development Corporation efforts) (**All**)
    D. Support a citywide capital-facilities plan focused on placemaking and catalyzing change in downtown Vallejo and other significant corridors like Broadway, Tennessee and Sonoma Avenue by better management and utilization of city-owned properties augmented by grant opportunities. (**Tourism, Construction)**
    E. Obtain the Location One software program to begin an inventory of city properties; Location One is one example of a marketing tool for priority sites and buildings, and should not be considered an all-inclusive way to inventory property.

2. **Support major revitalization and planning efforts in Downtown, Waterfront, and other areas parallel to private-sector efforts (Mare Island and other important corridors in Vallejo)**
    A. Lead Infill development efforts, streamline development process, focus on city-owned properties and partnership with privately-held properties in downtown and waterfront Vallejo, utilize grant funding, creative placemaking activities and more vibrancy for Vallejo merchants (**Construction, Advanced Manufacturing, Software/Film, Transportation, and Wholesale**).
    B. Encourage more public-private partnerships to spur economic development-Blue Rock Springs is an example of a public-private partnership on placemaking and revitalization in Vallejo that illustrates what can happen in downtown Vallejo.
    C. Market downtown Vallejo as a cultural, entertainment, and innovation district, connected to and complementing economic activity on Mare Island, western Solano County, Napa County, and across the Bay Area

D. Prioritize high tax rate areas (TRAs) as much as possible in terms of new activity (**Construction, Tourism, Advanced Manufacturing, Wholesale**) and consider potential Community Facilities District (CFD) or Enhanced Infrastructure Finance District (EIFD) boundaries if pursued after Cycle 1 (see Cycle 2 action steps) where rising assessment values for commercial properties provide increase property-tax funding to the City of Vallejo.

3. Work with the City of Vallejo Planning, Finance Department, and Central Permit Center on ways to streamline development, increase city revenues, and enhance placemaking:

A. Encourage a mix of affordable, below-market rate housing units alongside the waterfront and downtown with ferry access living spaces at market rates

B. Encourage entrepreneurship, innovation, and small businesses (RLF as an example of engagement)

C. Pursue and utilize a citywide capital-facilities plan to coordinate city-owned properties and their utilization as economic development assets

D. Begin planning for long-term resilience: sea walls for sea-level rise, vehicle miles travelled, greenhouse gases, renewable energy, and seismic safety in new spaces and parcels improved as part of infill development efforts to streamline development process

E. Streamline the process for starting and growing businesses in Vallejo, including "fast-tracking" in terms of lower fees and time to decision, as well as reduced entitlements and processing timelines on commercial permits (**Construction, Advanced Manufacturing, Software/Film, Wholesale**)

4. Develop a Communications and Marketing Plan: Engage with the community, regional partners, and regional media on Vallejo-based business stories:

A. Build a marketing plan for Vallejo as a place to do business, using chambers as a "working" group, completed before the end of Cycle 1 (June 2027). (**All**)

B. Craft new narratives concerning doing business in Vallejo (may require hiring a firm to augment staff capacity) (**All**)

C. Encourage and partner on placemaking, community, and unique historical/cultural identity as businesses grow and visitors come to all parts of Vallejo

I. Create Vallejo's "identity": what makes Vallejo unique and attractive to the world

II. Partner on public events: encourage more events to take place in public spaces, where the City of Vallejo owns the building or land

III. Encourage Cal Poly, Touro University, and Solano Community College to locate programming in downtown Vallejo, utilizing City of Vallejo property

IV. Use arts and entertainment to highlight Vallejo's past and current artists and define a specific point person at City of Vallejo for as film liaison

V. Partner on façade-improvement grants, art installations on public land, organized clean-up days, pre-approved building signs, benches that create a sense of branding as examples

VI. Give priority to construction projects that utilize public spaces as part of their planning or to be purchased from City of Vallejo as part of revitalization

D. Provide quarterly updates to city officials on economic development progress and to public in those meetings, through social media, events, and press outlets.

5. Create a vision for city-owned assets as part of broader placemaking and infill development efforts alongside citywide capital-facilities planning

A. Utilize citywide capital-facilities plan once completed from pilot project to partner with private sector owners on infill strategies and revitalization of downtown and waterfront and other important corridors in Vallejo (**Construction, Advanced Manufacturing, Transportation, Wholesale**)

B. Consider the use of local broadband assets using Vallejo's Internet Provider (VIP) for maintenance and marketing of available spaces, as the City of Vallejo plans and makes decisions on spaces. (**Software/Film, Advanced Manufacturing**)

6. **Seek and apply for as much nonprofit and government funding as possible to support economic and workforce development efforts across Vallejo as a strategic partner**

   A. Monitor sites such as www.grants.gov and www.grantwatch.com to identify federal, state, and nonprofit funding for economic development and support (**All**)

   B. Support nonprofit organizations that have similar goals of supporting new, small businesses in Vallejo or educational programs that provide workforce training primarily for Vallejo residents (e.g., Solano Workforce Development, Chambers of Commerce (Vallejo, Black Chamber, Hispanic Chamber, Filipino Chamber) (**All**)

   C. Additional staff support in Vallejo Economic Development is needed to support grant work

IMPORTANT: MARE ISLAND'S ECONOMIC DEVELOPMENT AND BLUE ROCK SPRINGS REPRESENT OPPORTUNITIES FOR VALLEJO. AS THESE PROJECTS MOVE FORWARD, EVENTS AND PARTNERSHIPS WITH DOWNTOWN AND WATERFRONT MERCHANTS AND RESTAURANTS ADD TO VALLEJO'S GAINS FROM VISITORS AND CUSTOMERS COMING TO VALLEJO. DEVELOPERS ON MARE ISLAND ARE MOTIVATED AND VALLEJO SHOULD PREPARE TO GUIDE AND ACCESS NEW ECONOMIC ACTIVITY TOWARD OTHER PARTS OF VALLEJO AS POSSIBLE IN CYCLE 1 TO GENERATE MORE JOBS AND TAX REVENUES FOR THE CITY ECONOMY.

Recommended Pilot Projects using Remaining ARPA Funding

Selected Pilot Projects

Primary (Focus in Year 1 of Cycle 1)	Secondary
• Pop-up ferry events; watch for major events and coordinate with pop-up and use of ferry • Citywide capital-facilities plan for the City of Vallejo to consider cost reductions and partnering on placemaking efforts through infill development/Location One service for inventory of City property • Seed a Revolving Loan Fund (RLF) for small business loans or small business grants • Shop-local Campaign • Communications Strategy	• Arts exhibits downtown and along the waterfront to generate foot traffic for downtown Vallejo merchants • Additional security equipment for businesses • Consider community facilities district (CFD) or enhanced infrastructure financing district formation as part of greater revitalization and infill development to create better placemaking • Local artists (musical, visual) as partners on tourism events and initiatives (live music events with artists from or in Vallejo to draw visitors)

These projects create initial action items aimed at achieving goals in this plan. The City of Vallejo, regional chambers of commerce that serve Solano County and Vallejo, Visit Vallejo, and other regional employers and stakeholders must be partners to execute these projects well. The roadmap above shows the conceptual timing for them. In the true sense of a "pilot," these activities prepare Vallejo for more actions in the future. These pilot projects should focus on

Vallejo-based businesses, especially those with owners who are Black, Indigenous, and people of color (BIPOC). Diversity is one of Vallejo's key strengths. These pilot projects should lean into that diversity as a strength before the world.

Source for Photos: City of Vallejo

ECONOMIC DEVELOPMENT GOALS: DETAILS, CYCLE 2

Cycle 2 should build on Cycle 1 completion or major progress to complement broader business attraction and expansion efforts in Vallejo. Assuming Vallejo's City Council and management agree to move from Cycle 1 to Cycle 2, and resources are available for implementation, the following action items are part of Cycle 2:

Cycle 2:

1. Prioritize business attraction and expansion in downtown and other Vallejo neighborhoods connected to other placemaking efforts underway
   A. Continued use and funding of Revolving Loan Fund (RLF) or small business grants
   B. infrastructure assessment downtown
   C. identification of grants to enhance infrastructure and attract businesses with incentives
2. Focus on updating Vallejo's main business corridors to address pedestrian amenities, landscape, lighting, safety, and curb appeal to support new and expanded business
   A. Create a Downtown and Waterfront Pedestrian Beautification Plan
   B. Attain grant funding to implement
   C. Implement and identify long term maintenance funding
3. Communicate economic development progress made on Mare Island and in waterfront and downtown Vallejo regionally
   A. Partner with developers to enhance communications on successes to a larger audience
4. Implement marketing to promote Vallejo as: (1) a place to do business regionally, and (2) a place for visitors to come for a day or overnight stays
   A. Draft a Marketing Plan with the information gathered from this Economic Development Strategic Plan as the foundation
5. Expand workforce development partnerships with explicit downtown connections to higher education and regional workforce efforts as part of placemaking efforts.
   A. Identify funding and partners to Implement a citywide Workforce Development Program

What the Economic Development Actions should do for Vallejo

- Employers that offer high-wage jobs for Vallejo residents versus the regional average;
- Increase the number of tax-generating businesses and increase commercial and real-estate values accordingly;

- Augment educational outcomes and workforce training for Vallejo's residents such that they can better compete for high-wage jobs regionally;
- Better utilize city-owned properties and increase city revenues from those properties;

RESOURCE NEEDS: BUDGET FOR VALLEJO ECONOMIC DEVELOPMENT Department

Funds must be invested to support specific economic development activities. Vallejo's grit comes from a history of overcoming challenges as a community. The City Council has set aside $355,000 of ARPA funds to help launch the ED Strategic Plan strategies in year 1. The strategies listed above suggest funds beyond additional ARPA monies as investments in Vallejo's economic development activities will be necessary. The recommended action steps also require additional staff resources, given the commitments of existing staff. These are only high-level estimates. New sources of funds may include:

- Work with city grant writer on economic development needs;
- Grant funding as pursued for funding action items after ARPA funding is spent;
- Receipt of new funding from property sales or reutilization, property transfer tax increase, Measure P, or transient occupancy tax (TOT) modifications; and
- Sources derived from corporate and non-profit/foundation sponsorships, paying for advertising, or being named as a contributor to Vallejo's economic development activities.

Table EX-1: Proposed Budget Additions for Economic Development, Years 2024-25 to 2029-30

Budget Item	Fiscal Year End					
	Cycle 1 2025	Cycle 1 2026	Cycle 1 2027	Cycle 2 2028	Cycle 2 2029	Cycle 2 2030
Potential Revenue Sources						
Additional city funding/staff	$75,000	$75,000	$100,000	$121,000	$133,600	$158,000
Economic development grants		$30,000	$35,000	$38,500	$42,350	$50,000
Revolving Loan Fund (RLF) Contributions		$100,000	$100,000	$100,000	$100,000	$100,000
Event sponsorships (local & regional)	$50,400	$15,000	$90,000	$90,000	$100,000	$100,000
ARPA pilot projects	$205,000	$150,000	$-	$-	$-	$-
TOTAL	$330,400	$370,000	$325,000	$349,500	$375,950	$408,000
Expenditures-Uses						
ARPA Pilot Projects						
Citywide Cap Facilities Plan	$95,000		$50,000	$50,000	$50,000	$50,000
Pop-Up Events Costs	$32,000	$25,000	$30,000	$35,000	$40,000	$45,000
Shop-Local Support	$28,000	$20,000	$-	$-	$-	$-
Marketing Plan	$50,000	$50,000				
Revolving Loan Fund (RLF)		$100,000	$100,000	$100,000	$100,000	$100,000
Additional city funding/staff	$75,000	$75,000	$100,000	$121,000	$133,600	$158,000
Other Action Items	$50,400	$100,000	$45,000	$43,500	$52,350	$55,000
Total Uses	$(330,400)	$(370,000)	$(325,000)	$(349,500)	$(375,950)	$(408,000)
Net Sources (or Uses)	$-	$-	$-	$-	$-	$-

Source: City of Vallejo and Economic Forensics and Analytics, Inc. (EFA) projections for Cycles 1 and 2.

Note these are planning-level estimates and may change, as well as city staff time beyond stated costs.

The additional costs based on the Roadmap's action items and pilot projects using remaining ARPA funds to 2030 are also shown in the Proposed Budget Additions. (These estimates are high level and are meant to assist in multi-year budgeting, not to be specific line items as the costs are expected to increase yearly). We assume years 4 to 6 (Cycle 2) will have similar events with rising costs and thus increasing sources of funds to match. Partnerships, grants, and additional sources of revenue are all needed to finance these actions and ultimately achieve Vallejo's goals.

Increase economic activity and marketing about doing business in or visiting Vallejo due to a unique and positive business or tourism experience. Social change (as defined through housing, image, and public safety) and Vallejo's broader transformation as a place to do business will take time. Vallejo's Economic Development Department starts with the assumption that building a foundation based on Vallejo's key assets is critical for generating more jobs and activity in Vallejo's economy (e.g., Mare Island, Blue Rock Springs) and establishing more activity in different parts of Vallejo as a change agent (Eastern Vallejo, South Vallejo) where opportunities exist and emerge. When considering the Bay Area as a location, the intention is to envision Vallejo as a top choice for businesses in specific industries. These goals are meant to be everyday foci of economic development activities in Vallejo into the 2030s.

Given the current daily commitments of existing staff, implementing all recommended measures will require additional staff resources to ensure success. The two cycles are meant to recognize a need to build a foundation and then expand from that solid footing. The Cycle 1 goals are what should be achieved to build the foundation and prepare to market Vallejo more completely as a place to do business. The implementation matrix below provides action steps recommended by the consulting team to achieve the goals as described here during Cycle 1. As suggested, the City of Vallejo should host events as Cycle 1 goals are achieved to consider where the city is in terms of supporting Cycle 2 goals.

All strategic economic development department goals should be re-assessed every three years (first review by June 2027) and a full update by June 2030 based on changes in regional economic and market conditions.

STRATEGY DETAILS

When the naval base on Mare Island closed, Vallejo changed. Three recessions and a municipal bankruptcy further affected Vallejo's ability to stand out from comparable cities in the Bay Area.

Source: City of Vallejo

The City of Vallejo (Vallejo) has unique economic assets compared to its suburban Bay Area neighbors and challenges that look more like those of its urban neighbors. This economic development strategic plan is meant to direct activities in Vallejo in two cycles until 2030.

In 2012, an economic development strategic plan pointed to Vallejo's key assets, including its local educational institutions, Mare Island, customer flows to and through Vallejo, and its healthcare sector. Unfortunately, the industries discussed in that plan were not in Vallejo in earnest; however, change has occurred, especially on Mare Island.

This Strategic Plan document is not an update to the 2012 Economic Development Strategic Plan. This plan is a new, stand-alone document based on an analysis of current conditions in 2022 to 2024, identifying community preferences and industry best management practices and showing accountability for implementation in a manageable timeframe. The context for this strategic plan is between 2011 and 2024 as the recent, applicable past, and from 2024 to 2030 to execute this plan. Vallejo has opportunities in its major commercial areas and can use gains in these areas to benefit other parts of the economy (eastern and southern Vallejo):

- Mare Island
- Downtown/Waterfront
- Blue Rock Springs and eastern Vallejo
- North Vallejo (Six Flags, Admiral Callaghan corridor, Solano 360).

This plan is built on specific tasks to generate data and views from Vallejo's stakeholders to form action steps and goals. These actions and goals can help Vallejo integrate economic activities across the city, using current commercial spaces, federal opportunity zones, potential grants, and other financing vehicles (such as an EIFD, similar to the City of Napa) and enhancing communications about Vallejo to shine a light on its potential. We include in this plan a communications strategy that supports economic development efforts. The overall plan's details are organized by the tasks and subtasks in the scope of work, with conclusions and links to action steps toward achieving goals.

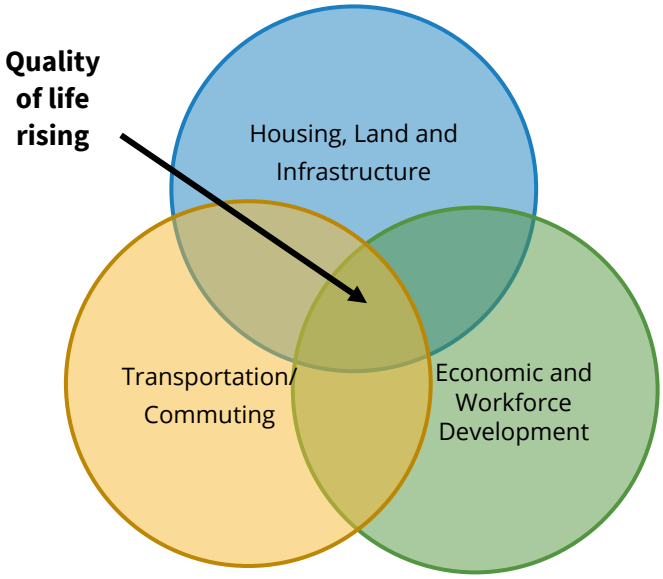
- Tasks 1.1 to 1.3: Vallejo's Economy and Demography

- Tasks 2.1 to 2.3, Facilitating Communications Community Outreach and Voice and Expectations (communications plan)
- Task 3, Finalize data and conclusions
- Task 4, Final plan presentation and submission
- Plan complete and delivered (and acceptance)
- Pilot projects based on plan recommendations initiated

Before we detail the findings, suggested goals, and action items for Vallejo's economic development department, let's first understand how a city's economy works.

HOW TO THINK ABOUT A CITY ECONOMY

This strategy is meant to create more jobs, more business activity, more utilization of local buildings and other commercial spaces, preparing to support more locally-owned and headquartered employers. To achieve that, housing, land, water, broadband, education, and roadways are part of foundational support all aimed and increasing Vallejo residents' quality of life. When all those parts work in unison, that greater goal can be achieved.



If a business comes to Vallejo, that business is making a site-location decision. This plan refers to site selection as a lens through which economic development efforts anticipate the future. Local residents, workers, and tourists are possible sources of demand for goods sold or services provided. Housing, commercial space or land, and other infrastructure must serve businesses and their employees so that those employers remain in Vallejo. Transportation offers support for inbound commuters and visitors and the ability to ship goods or provide services regionally and beyond. The mix of local industries can determine the cost of finding inputs (e.g., tile, wood, or nails for a construction business), thus connecting the links in the supply chain. Vallejo's economy is closely linked to those in the core Bay Area, Solano County, and California.

A city is much like a small country surrounded by other small "countries" (cities and counties) that all trade with one another and share resources. These trades with other cities and counties create traffic flows in and out of the area as well as housing demand to be close to jobs, schools, and

transportation links and produce spending patterns based on the local mix of merchants. For example, San Francisco as a city (and county) historically draws in more people for work than residents who live in the city and may work elsewhere. Public transportation systems, parking, gas stations, retail, and many other employers recognize those patterns and locate them in places that employees, residents, and tourists can access because of housing availability, transportation access, or both. How the local economy balances these forces leads to critical questions for supporting local businesses:

- Does the city have unique land, infrastructure, and locations? (For Vallejo, yes)
- Does the city have access to transportation and commuting links? (For Vallejo, yes)
- Does the city have economic and workforce development tied to local employers? (For Vallejo, somewhat, but this plan is meant to address the critical need for such a connection).

These linkages connect people to jobs, local governments to sources and uses of funds, and local residents to a better life. In 2023, Vallejo's recent history, in many ways, is a story of a city economy. The end of the Great Recession (2011) is the most relevant starting point. That economic downturn created concerns about Vallejo's economy, exacerbated by municipal bankruptcy in 2008; however, the regional and global recovery took time. Another turning point was the COVID-19 pandemic. The pandemic exacerbated some of the problems created by the Great Recession and created some opportunities. Vallejo remains under the shadow of both issues in 2023 as this strategic plan begins and looks to the future in 2030 and beyond.

Source: City of Vallejo

THE ROADMAP: Strategy Implementation

The recommended roadmap provides an implementation timeline for the City of Vallejo's economic development journey. The roadmap links Cycle 1's goals 1 through 6 and associated action items above and identifies the best lead organizations and community partners to complete the action items. This roadmap is set up as a script for the first year of Cycle 1 and then becomes more general for years 2 and 3. Because it is unknown whether Vallejo will transition to Cycle 2 after the fiscal year 2026-27, Cycle 2's action items need to come from Vallejo's Economic Development Department, city management, and City Council as conditions change.

Our Cycle 1 and Cycle 2 action items assume Vallejo has more stable public safety conditions, public education outcomes and better perceptions inside and outside Vallejo from 2025 to 2030. Because economic development drives and depends on community development and change, public safety, housing choice and affordability, healthcare service proximity and availability, good schools, and a welcoming environment are part of what new and expanding businesses consider when selecting locations. A lack of stability can turn away new businesses and drive current businesses away. Managing perceptions and reality is a large part of the communications strategy also. Simply put, economic development must convince new and expanding businesses to say: "I want to be a part of that" versus "No way am I locating there".

The roadmap has associated estimated costs based on our team's assessment. Sometimes, the cost is staff time and choice versus adding other economic development tasks; remaining ARPA funding should be allocated to those action items with one asterisk (*). Additional costs for economic development initiatives need additional dedicated funding from local (city, county, state, or federal based on locally-elected officials) sources or grant funding based on Vallejo's Economic Development Department's seeking such funding. Table 1 provides a sample budget for the next six fiscal years. It is essential to recognize that some of these efforts (meetings with stakeholders, meeting coordination with City of Vallejo staff and regional partners, for example) require additional resources and staffing for Vallejo's Economic Development Department. All strategic economic development department goals should be re-assessed every three years (first review in 2027) and a full update in 2030 based on changes in regional economic and market conditions.

From roadmap to implementation: Actions, Links to Goals, and Strategic Planning Tasks, Cycle 1

Related Action Item (Goal and Action Item)	Recommended Tasks by Calendar Year Quarter or Stated Date	Task #	Strategic Plan Task #	Recommended Partner(s)	Notes	Estimated
	First 90 Days - Q1 2025					
1A	Create shop-local process and support, exploring technology solutions, perhaps as a donation for marketing	1	1.2, 3.2	Vallejo Chambers of Commerce	Pilot Project	$28,000 ARPA
1B	Quarterly Pop-Up Events (for example: Ferry in Sept based on a Giants Game, pop up retail events such as flea markets, workforce development events, etc.)	2	1.2, 3.2	Regional Chambers of Commerce	Pilot Project Staff Time	$10,000 ARPA
2A	Streamline Permit Process-Begin working with city planning and city finance on current systems to assist commercial tenants and owners in gaining access to permits	3	1.2, 3.2	City Planning Department, City Finance	Preparation for downtown-specific plan and citywide facilities plan support	Staff Time
4C, 6B	Meet with all four regional chambers and Visit Vallejo about video stories, define roles, and prepare for marketing strategy and communications rhythm (lunch)	4	2.1, 3.2	Chambers Visit Vallejo	Establish roles and begin planning, host luncheon	$200
1D	Construct and put out for bid citywide capital facilities plan Request for Proposals (RFP) for Beautification and Strategic development recommendations for city-owned sites	5	1.2, 3.2	City Finance	Pilot Project, Search for consultant	Staff Time
6A	Begin grant search and applications for state and federal grants, as well as non-profits (by Feb 1, 2025), meet with Congressional, Assembly, and Senate staff	6	1.3, 3.3	Vallejo EDC, City Manager' Office grant writer	Vallejo Economic Development Department staff time may be needed to support grant applications and compliance	Staff Time

Related Action Item (Goal and Action Item)	Recommended Tasks by Calendar Year Quarter or Stated Date	Task #	Strategic Plan Task #	Recommended Partner(s)	Notes	Estimated
1C	Hold initial meeting with Lenders for Revolving Loan Fund (RLF), fund in 2026	7	1.2, 3.2	City Finance	Pilot Project (DEI focus), seed funding	$100,000 TBD
2B, 4C III	Meet with Leadership at Touro, Cal Poly/CSU Maritime, Solano CC about expanding academic operations downtown/waterfront, and workforce development programs (lunch)	8	1.3, 3.3	Vallejo-Based Universities and Colleges	Semi-annual check-in, build stories connected to current programs and rhythm of contact, develop plan/tasks/goals to move forward together	$200
2B, 4A	Begin “Large Employer Group”, meeting quarterly, including Vallejo Unified School District (breakfast or lunch)	9	1.2, 3.2	Regional Chambers of Commerce	Effort to solve issues for larger employers, retention activity, workforce development, reducing employment barriers	$200
2A, 2B, 3A, 3E	Meet with Local Commercial Real Estate Professionals and property owners on a quarterly schedule (breakfast or lunch)	10	1.2, 3.2	Vallejo Economic Development Commission (Vallejo EDC)	Regular luncheon to keep city partners informed of events & opportunities in the City of Vallejo. Learn their perceptions and opinions of Vallejo as a place to do business	$200
1D, 3C, 5A, 5B	Begin citywide capital-facilities master plan for existing city-owned assets, purchase Location One software/subscription	11	1.2,2.1	City Public Works, City Finance	Pilot Project, results connect to downtown specific plan, focus on commercial TRAs, hire consultant	$95,000 ARPA

Related Action Item (Goal and Action Item)	Recommended Tasks by Calendar Year Quarter or Stated Date	Task #	Strategic Plan Task #	Recommended Partner(s)	Notes	Estimated
1B, 2C	Engage Pop-Up Event (pop-up retail and food truck events) at Ferry based on Giants Game (by October 1, end of baseball season), begin planning 2nd event for holiday period	12	1.2, 2.1	Regional Chambers	First Pilot Project: set up way to get	$10,000 ARPA
4A, 4B	Begin Social Media Campaign/Partnership with Regional Chambers on Business Stories from previous meetings	13	2.2	City Communications	Consider outside consultant/marketing firm, partnership with City PIOs	$25,000 ARPA
2A, 2B, 4C	Communicate progress on Mare Island, Blue Rock Springs, Waterfront, and Downtown, and begin rhythm of reporting out	14	1.2, 2.2	City Communications Mare Island Company	In Vallejo Weekly, Profile, prepare for regular updates, Council Meetings, online, etc.	Staff Time
4A, 4B	Work with Visit Vallejo on tourism strategies and second Pop-Up event	15	1.2, 2.2	Visit Vallejo	Focus on tourism partnerships	$10,000 ARPA
	Q2- 2025 (180 days)					
2A, 2B, 3A, 3E	Continue meetings with Chambers, Commercial Real Estate/Owners Group Quarterly meetings	16	1.2,2.1	Regional Chambers	Projects, problems, solutions, brain storming, host luncheon	$200
2C, 4A	Hire firm to draft marketing plan with draft "pitch package" to attract film studios and local filmmakers to film in Vallejo	17	1.2,2.1,2.2	Visit Vallejo, Regional Chambers, Mare Island Company	Preparation of marketing plan, including research on what filmmakers specifically want: incentives, access, unique areas, and people.	$50,000 ARPA + Staff Time

Related Action Item (Goal and Action Item)	Recommended Tasks by Calendar Year Quarter or Stated Date	Task #	Strategic Plan Task #	Recommended Partner(s)	Notes	Estimated
6A, 6B	Apply for grants as available (minimum three grant opportunities), and search for foundations and other non-profit partners	18	1.2,1.3	Regional Non-Profits and Higher Education	Apply for applicable grants	Staff Time
4A, 4B, 4C, 6B	Work with all regional chambers on shop local campaign for holidays: focus on vacant real estate as a place for local merchant showcase, hold 2nd event	19	1.2,2.1	Regional Chambers, Visit Vallejo	Pilot Project: utilize space between Thanksgiving and X-mas Eve (2nd event includes buy-local program and sponsors).	$12,000 ARPA
4D, 6C	Update KPIs, Report to City Council/Vallejo EDC/City Management, Working Lunch	20	2.1,2.2	Vallejo EDC	Internal tracking quarterly, establishing quarterly rhythm on updates	$200
	Q3 and Q4- 2025					
1B, 2C, 4B	Complete third "pop-up" event	21	1.2, 1.3, 2.1, 2.2	Regional Chambers	Pilot Project	$10,000 ARPA
4C III, 6B	Finalize one downtown connection to Vallejo-based university, media there as an event (related to and final stages of action items above in Year 1 of Cycle 1)	22	1.2, 1.3, 2.1, 2.2, 3.2	Vallejo Unified, Touro University, Solano Community College, Cal Maritime	Communicate about what is happening and tell stories, and hold kick-off event	$2,000

Related Action Item (Goal and Action Item)	Recommended Tasks by Calendar Year Quarter or Stated Date	Task #	Strategic Plan Task #	Recommended Partner(s)	Notes	Estimated
2C, 3B, 3E	Make appointments with film studios and local filmmakers about Vallejo as a location and potential tours of sites as part of pitch deck due diligence.	23	1.2,2.1,2.2	City Manager City Communications	Vallejo's downtown/Mare Island as filming locations. Use opportunity zones as office space to provide benefits (work with producers on this). Travel (e.g., Los Angeles) if needed.	$4,000 for travel or hosting events
4D	Continue updates of KPIs, Report to Council/Vallejo EDC/Management, look back one year and assess use of ARPA funds and pilot projects, complete infill development plan	24	1.2,2.1,2.2	Vallejo EDC, City Council	Hard look at progress one year on, what was accomplish, what has been prepared to do in year 2, movement of KPIs, progress by city.	Staff Time, $1,000 for events to engage public
4D	Continued community engagement and messaging on Vallejo economic development progress by holding community event in Mar 2025 to update progress (e.g. town hall meeting with maximum three elected officials each)	25	1.2, 1.3, 2.1, 2.2, 3.2	City Council, Vallejo EDC	Two Councilmembers per meeting as hosts is the goal, shows unity of purpose	$1,000
	By end of Fiscal Year 2025-26, June 30, 2026					
1C	Announce RLF availability in partnerships with Local Lenders and prepare to for borrower stories	26	1.2, 1.3, 2.1, 2.2	Local Financial Partners, Solano EDC	Have lenders committed with CRA or Foundation funds, story placements	$100,000 ARPA + $100,000 Local Lenders

Related Action Item (Goal and Action Item)	Recommended Tasks by Calendar Year Quarter or Stated Date	Task #	Strategic Plan Task #	Recommended Partner(s)	Notes	Estimated
2A, 3B, 4B, 4C	Communicate about new businesses in Vallejo and their stories as compiled in Year 1	27	1.2, 1.3, 2.1, 2.2, 3.2	Regional Chambers	Collect stories during business visits and through Chambers, Workforce Development and other partners. Promote stories via Vallejo Weekly, MyVallejo, social and print media.	$5,000
1A, 1B	Repeat Pop-Up (see Cycle 1 Tasks 2, 12, 21) Events based on Assessment of ARPA-Funded Events in Year 1: continue to include flea markets, pop-up retail and food truck at these events, and coordinate with other significant events when possible and to also increase ferry use at Vallejo Terminal	28	1.2, 1.3, 2.1, 2.2	Regional Chambers	Should be quarterly events if possible, and then stay in quarterly rhythm based on staff and budget. Coordinate with overall city events planning and grants	$30,000
1E, 4A	Finalize marketing strategy for city as a place to do business	29	1.2,2.1,2.2	Regional Chambers, Solano EDC	Progress throughout Vallejo should be used as a foundation of what city has to offer	$50,000 ARPA + Staff Time
2A, 3B, 4B	Show a film shot in Vallejo at Empress, or have a trailer shown in town or on city website combined with Vallejo Businesses Celebration (Vallejo Chamber as partner) and California Film Commission	30	1.2,2.1,2.2	Regional Chambers. Solano Film Commission, California Film Commission	Creates a buzz that things are happening in Vallejo, including using opportunity zones	$2,000 Staff Time

Related Action Item (Goal and Action Item)	Recommended Tasks by Calendar Year Quarter or Stated Date	Task #	Strategic Plan Task #	Recommended Partner(s)	Notes	Estimated
2B, 4C III, 6B	Continue planning for downtown connections to workforce development as possible (lunch)	31	1.2, 1.3, 2.1, 2.2	Local K-14 education	Continued partnership stories about local workers	$200 + Staff Time
4D, 6C	Analyze taxable sales and leakage specific to vital retail areas, consider pursuit of grocer based on progress otherwise	32	1.2, 1.3, 2.1, 2.2, 3.2	City Finance	Grocer(s) should provide feedback by either locating in Vallejo or why they did not. Create a report	Staff Time
4D	Continue updates of KPIs, Report to Council/Vallejo EDC/Management, and provide look back one year	33	1.2,2.1,2.2	City Mgmt., Vallejo EDC, City Council	Continue communications, Prep to move to Cycle 2	Staff Time, $1,000 to engage public
1D, 2A, 2B, 2C, 3B, 3D	Report progress on new downtown businesses and also progress on other parts of Vallejo (e.g., Mare Island activity) in various media	34	1.2, 1.3, 2.1, 2.2, 3.2	Vallejo EDC	Continue rhythm and communications	$1,000
4D	Hold Residential Events in Mar 2026, update progress	35	1.2, 1.3, 2.1, 2.2, 3.2	City Council, Vallejo EDC	Two Councilmembers per meeting as hosts	$1,000
	By End of Fiscal Year 2026-27, June 30, 2027					
1C	Continue to add funds to RLF in Year 3 based on loan performance	36	1.2, 1.3, 2.1, 2.2	Regional Lenders, Solano EDC	Continue momentum from years 1 and 2	$170,000 (TBD)
4D	Communicate about new businesses in Vallejo	37	1.2, 1.3, 2.1, 2.2	Regional Chambers	Continue rhythm and communications	$7,500
4A, 4B, 5A	Continue and tell stories from downtown connections to Workforce Development	38	1.2, 1.3, 2.1, 2.2	Regional Chambers	Continue rhythm and communications	$3,000

Related Action Item (Goal and Action Item)	Recommended Tasks by Calendar Year Quarter or Stated Date	Task #	Strategic Plan Task #	Recommended Partner(s)	Notes	Estimated
2B, 3C, 4D	Report on current projects and links to placemaking activities	39	1.2, 1.3, 2.1, 2.2	Regional Chambers, Visit Vallejo	Continue rhythm and communications	$2,000
4D	Continue updates of KPIs, Report to Council/Vallejo EDC/Management, and provide look back to Cycle 1	40	1.2,2.1,2.2	Vallejo EDC City Council	Is it time to move to Cycle 2? Begin discussions and analysis	Staff Time
2D, 3C, 5B	Begin efforts to attract employers to defined properties that fit targeted industry entry	41	1.2, 1.3, 2.1, 2.2	Solano Workforce Development Board	Start looking for regional ad placements for Vallejo as a place to do business	$20,000 ARPA
4D	Vallejo EDC to continue efforts to engage community and promote Vallejo economic development progress by holding a local event with City Council members in Mar 2027 to update strategic plan progress	42	1.2, 1.3, 2.1, 2.2	Vallejo EDC, City Council	2 Councilmembers per meeting as hosts	$1,000
6A, 6C	Apply for grants as available (minimum three grant opportunities), and search for foundations and other non-profits	43	1.2,1.3	Regional Non-Profits and Higher Education	Apply for applicable grants after search	Staff Time
4D	Finalize Cycle 2 action steps assuming decision made to move to Cycle 2.	44	1.2,2.1,2.2	City Mgmt., Vallejo EDC, City Council	This is where the transition takes place, if ready	Staff Time
	End of Cycle 1, June 30, 2028					

Notes: The lead/partner(s) are parties recommended to lead or assist in providing services for economic development action items. These are not explicit assignments and likely come from negotiations and partnerships among all parties. Also, "Vallejo EDC" refers to Vallejo's Economic Development Department, and the abbreviated form was used to reduce the space on the table. TRAs = tax rate areas

VALLEJO'S ECONOMY

What These Data Tell Us: Vallejo's residents and employers remain behind the rest of the Bay Area, where efforts that lead to more employers, more workforce development and economic activity can help Vallejo become a success story and attract more targeted industries over time.

The following main categories of data frame the city's economy in ways that city economic development can be tracked from here:

- Industrial mix of Vallejo employers
- Residential employment and labor force available in the city
- Median household income levels after an adjustment for inflation
- Housing stock, prices (both for sale and rental), and recent forecasts
- Taxable sales by significant category and per resident
- Building permits issued in residential units and sq. ft. of commercial space
- Tourism data: occupancy rates and revenues for local hotels per room
- Demography overview: diversity in Vallejo and population change

Table 2: Industry Hiring by Vallejo Employers in 2011, 2022, and 2027 (projected)

	2011	2022	2027*
Health care and social assistance	8,939	11,126	13,605
Public administration	6,542	8,409	6,845
Retail trade	4,311	2,928	5,007
Educational services	3,833	1,209	4,024
Accommodation and food services	2,376	3,784	3,238
Construction	2,015	4,265	2,382
Other services (excluding public administration)	1,902	3,383	2,359
Transportation and warehousing	1,598	1,088	1,817
Arts, entertainment, and recreation	1,549	1,737	2,234
Professional, scientific, and technical services	1,337	1,441	1,786
Manufacturing	1,175	288	1,476
Administration, waste management	915	1,485	1,160
Finance and insurance	824	1,383	899
Wholesale trade	640	693	723
Real estate and rental and leasing	375	1,432	535
Information	311	245	463
Utilities	273	189	330
Management of companies and enterprises	117	34	99
Agriculture, forestry, fishing, and hunting	63	292	62
Mining, quarrying, natural resource extraction	–	10	20
Totals	**39,095**	**45,418**	**49,066**

Sources: California Employment Development Department (EDD), Census Bureau, IMPLAN®, and LightCast, courtesy of Workforce Alliance of the North Bay (for forecast data. Data estimated by EFA from a mix of these sources.

Residential employment and unemployment in the City

Residential employment data tell how many of Vallejo's residents have a job. These data contrast the number of people working for Vallejo's employers, private-sector, public-sector, and non-profits. The COVID-19 pandemic initially shifted commuting patterns, but as the original effects of the pandemic faded, the pre-pandemic commuting patterns re-emerged, especially among those whose jobs are less amenable to being performed remotely (acute health care, restaurants, construction, manufacturing, etc.). The unemployment rate is the percentage of the residents in a defined area who are not working but are actively looking for work; however, neither labor force data nor unemployment rates include self-employed people. Vallejo has had one of the highest unemployment rates in the Bay Area for some time. Figures 2a and 2b show the recent history.

Figure 2a: Vallejo Residents: Labor Force and Employed Residents, January 2011 to March 2023, Seasonally Adjusted, Monthly. Sources: California EDD and Bureau of Labor Statistics.

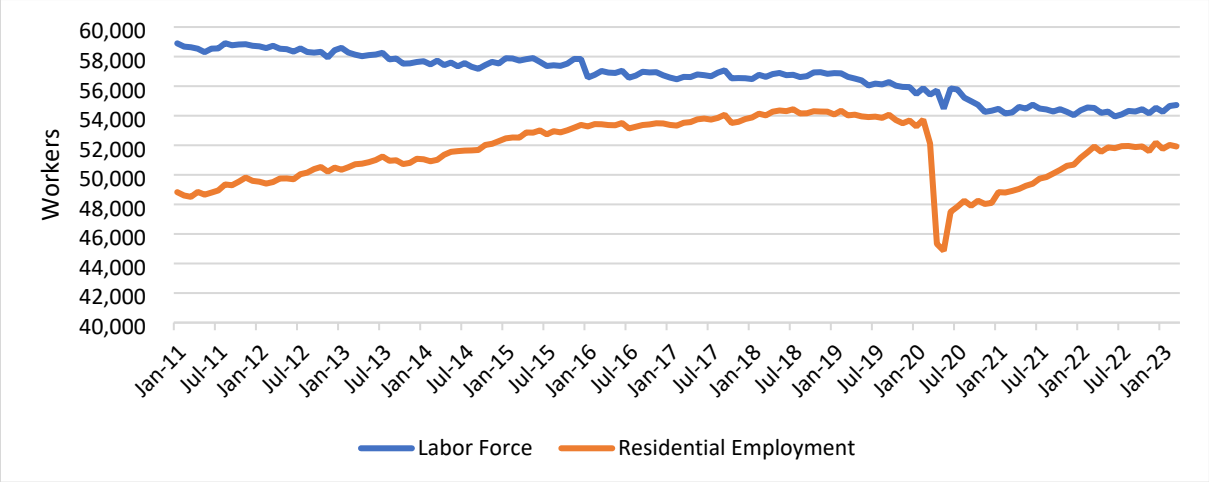
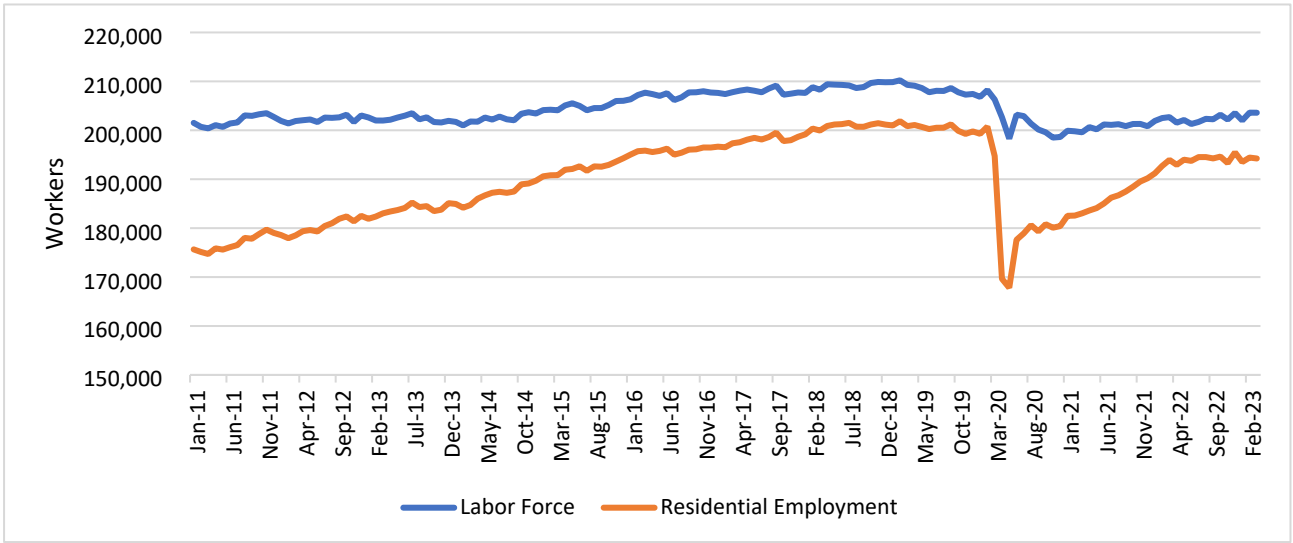


Figure 2b: Solano County Residents: Labor Force and Employed Residents, January 2011 to March 2023, Seasonally Adjusted, Monthly. Sources: California EDD and Bureau of Labor Statistics.



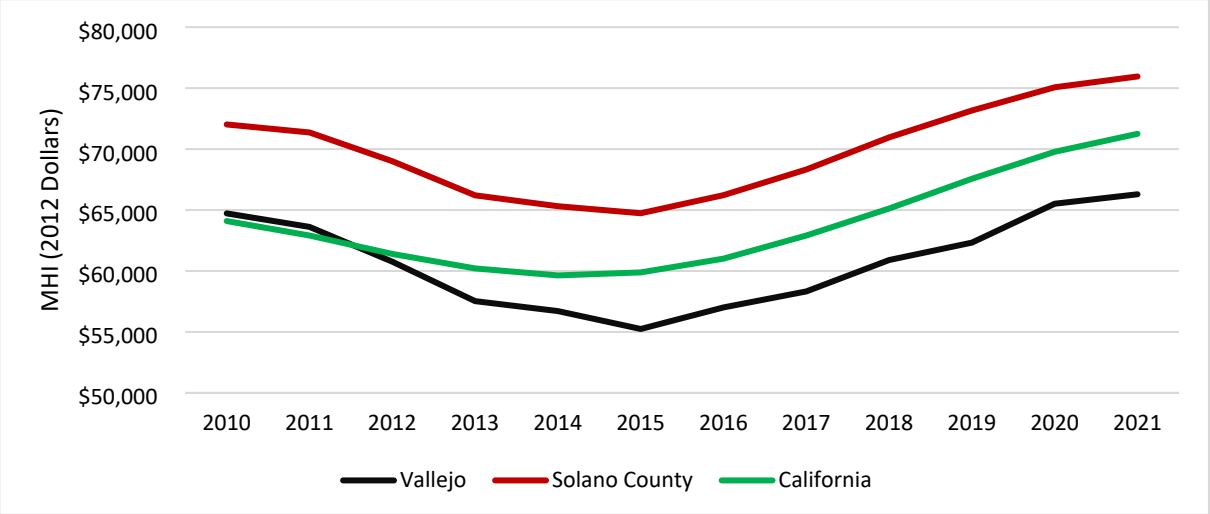
VALLEJO'S RESIDENTS AND HOUSING

What These Data Tell Us: Vallejo's residents and employers remain behind the rest of the Bay Area, where efforts that lead to more employers, more workforce development and economic activity can help Vallejo become a success story and attract more targeted industries over time.

Median Household Income Levels after Adjustment for Inflation, 2011 to 2021

Economic development organizations diligently track the MHI after inflation, a key indicator of how local efforts may impact residents. While MHI can rise due to inflation, it's heartening to note that it has been on a positive trajectory in Vallejo. This increase, not solely due to inflation, can expand people's purchasing power. For a fair comparison over time, MHI is adjusted to avoid the effects of inflation. A rise in MHI often accompanies increased jobs and wages, indicating a healthy economic environment. Conversely, a decline in MHI may signal economic concerns or a lack of conversion of economic development into jobs and income gains.

Figure 3: Vallejo, Solano, and California as a Whole—Median Household Income, Inflation-Adjusted 2012 Dollars, 2010-2021. Source: Census Bureau and Federal Reserve.



Housing stock, housing prices (for sale and rent), and recent forecasts

One consideration by both site selectors and workers in the location of a business or residence is the housing price (including rental prices). Vallejo's housing stock has grown relatively slowly since 2011: 380 net new units as of 2021 (the latest data). Vallejo has had little change in the mix of multifamily and single-family homes. Housing burden for renters (% of renters who pay at least 30% of their gross income as gross rent monthly) since 2011 has declined across California and in Vallejo (because of rising income, this has changed nationally as well, as housing/rental prices grew slowly). Since 2011, the housing burden in Vallejo has fallen, following the same pattern seen in Solano County and the state of California, falling from 52.9 % of rental households to 35.3% as of 2021. Vallejo has gained 380 net new housing units since 2011. More housing units are coming to

Vallejo; in 2022 and 2023, 333 units received permits in Vallejo, where 51 units were single-family homes, 210 were multi-family homes (apartments), and 72 were accessory dwelling units (ADU or junior ADU).

Figure 4: Housing "Tenure" or Occupancy, Owners versus Renters, 2021. Sources: Census Bureau

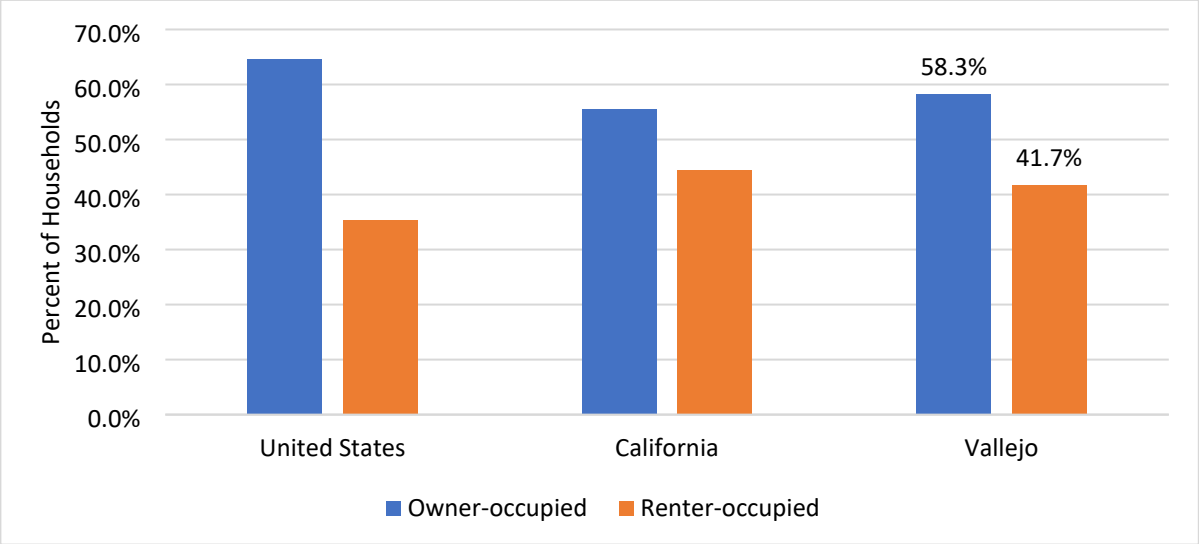
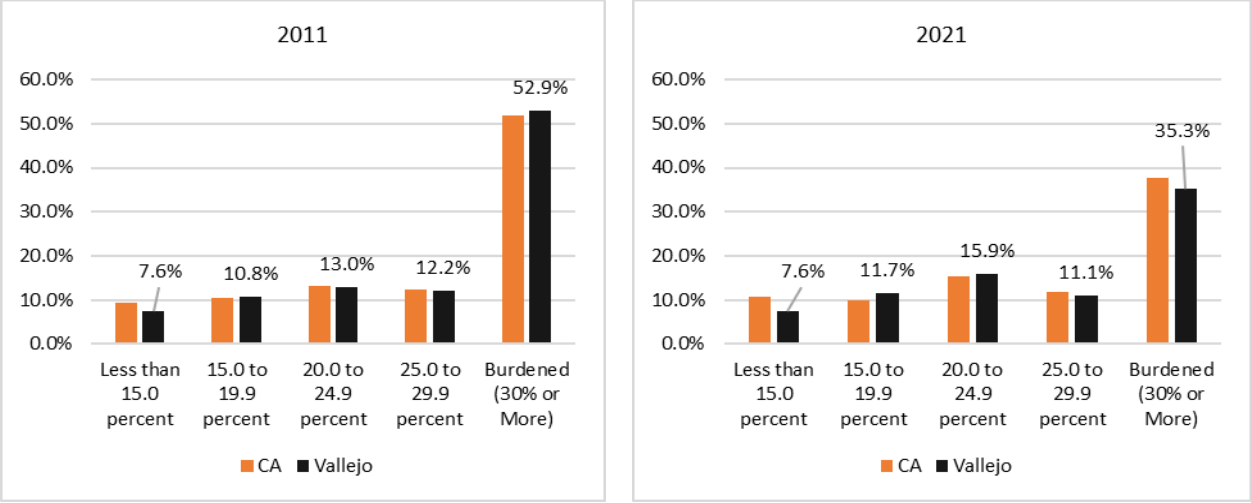


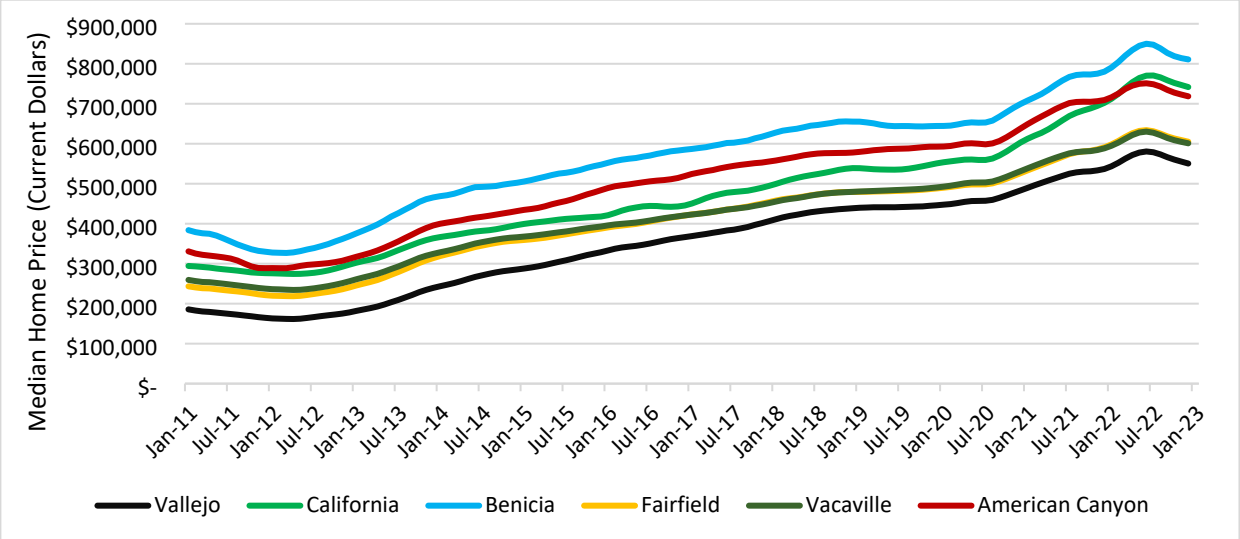
Figure 5: Rental Burden for Vallejo Households, Compared to Average in California, 2011 and 2021. Source: Census Bureau.



Taxable sales by significant category and per resident

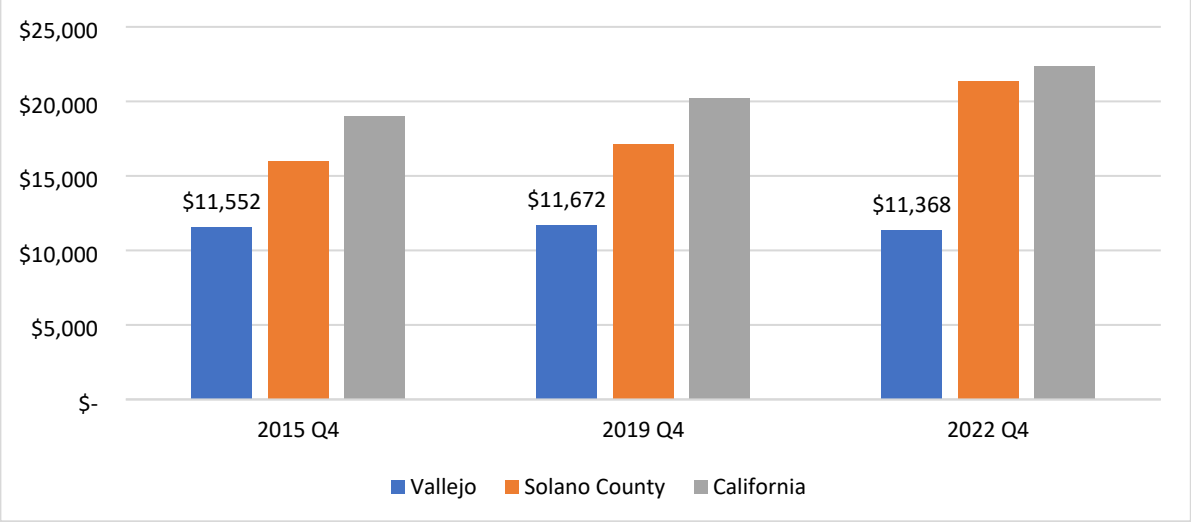
Taxable sales portray a mixture of characteristics that economic development professionals monitor to gauge economic development success. The link to sales tax revenue and tourism is another reason for tracking taxable sales (see more below under Key Performance Indicators). Taxable sales per capita is a way to see how local taxable sales are generated, facilitating comparison to other municipalities.

Figure 6: Comparative Median Home Prices, Current Dollars—Vallejo, Benicia, Fairfield, Vacaville, American Canyon, and California, 2011 to 2022. Source: Zillow™ Research.



Taxable sales are generated everywhere, and a large portion of the sales taxes collected go to the state of California. Measure P, passed in November 2022, provides a more focused use of additional sales taxes (data in Figure 7 do not yet reflect gains per person in Vallejo from Measure P). Similar measures generally rely on an outside market for local taxable sales to share that burden.

Figure 7: Taxable Sales per Capita, Vallejo, Solano County, and California, 2015 Q4 to 2022 Q4, Not Seasonally Adjusted, 2012 Dollars (Inflation Adjusted). Source: California Department of Tax and Fee Administration.



Building permits issued in residential units and sq. ft. of commercial space

Permitted space and housing units demonstrate that businesses, site selectors, and real estate developers see the local area in terms of potential investment and return on that investment by constructing new spaces and housing units. Building permits, specifically those for new housing units, show how the local city in a county is considering expanding or renovating current housing units. It is also a leading economic indicator; developers' confidence is illustrated by their actions with local municipalities in seeking permits and preparing to build more homes. The new square footage of commercial space permitted is also a leading indicator and a confidence measure. When firms build and occupy new commercial space or developers invest in tenant improvements or build new spaces, permitted activity increases the number of local jobs and local economic activity. This is also true of infrastructure spending by local governments (e.g., road work financed by Measure P, passed in 2022 and funded for 2023 and beyond, has broader effects on the Vallejo economy, especially when locally based workers are hired).

Figure 8: Number of New Housing Units Permitted, Calendar Year End, 2011 to 2022.
Sources: City of Vallejo Planning Department and Census Bureau.

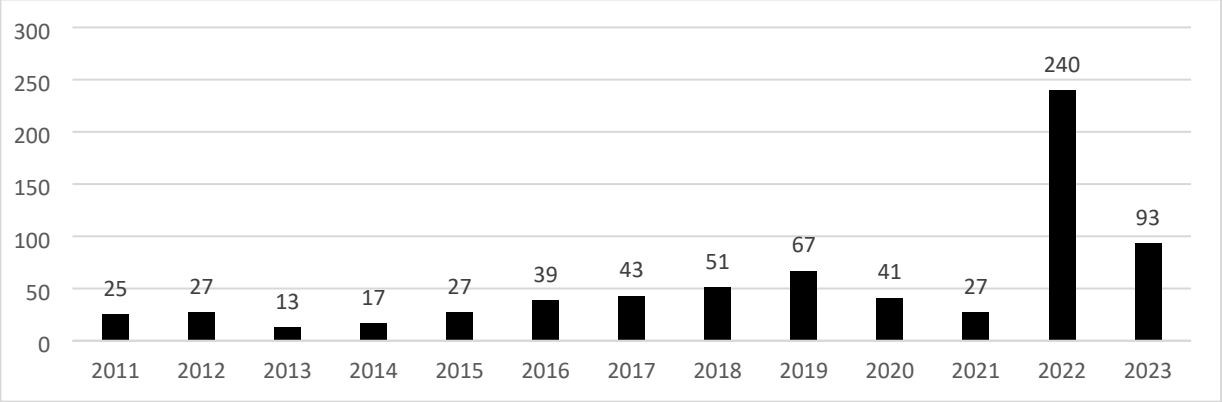
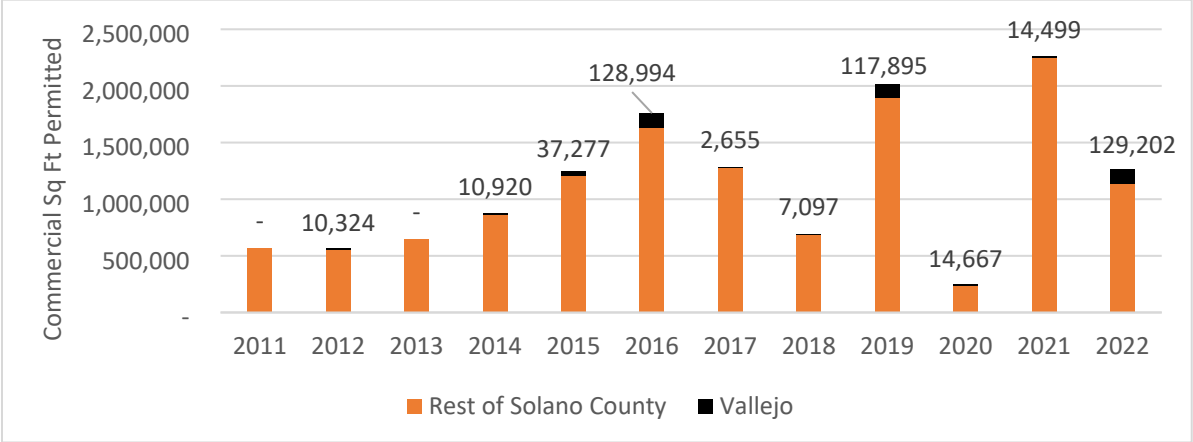


Figure 9: Commercial Real Estate Permitted, Number of Square Feet, Fiscal Years 2010-11 to 2021-22, Vallejo and Rest of Solano County. Source: County of Solano. Note: Vallejo commercial square feet are shown in data labels.



Tourism data: Occupancy rates and revenues for local hotels per room

Vallejo has a long history with tourism, from when the Navy was at Mare Island to Cal Maritime and Touro University events around student arrivals and graduations to Six Flags as a regional destination. Tourism can be categorized as day visitors or overnight stays. Overnight stays have a more significant economic impact on the local economy and use hotels beyond taxable sales at local retailers and restaurants alone. The overnight-stay market creates more than one day of spending in the local economy and adds transient occupancy tax (TOT) revenue to city funding sources. How visitors stay over and spend locally depends on the mix of local merchants and restaurants and whether efforts are made to direct them to those businesses. The linkage of the local tourism cluster to the broader regional economy also plays a significant role in Vallejo's proximity to the wine country and San Francisco. It captures visitor spillover from these established tourism destinations, given its geographic and transportation linkage to each. Given its relative affordability, Vallejo has traditionally captured the lower end of the hospitality market. However, its hotel inventory is also older than that of Napa or San Francisco, so there could be an opportunity for a higher-end hospitality niche.

We show data here in two related ways. Figure 11 shows a comparison of revenue per available room (RevPAR), which is the basis of TOT revenue, from April 2020 (at the beginning of the pandemic) to March 2023 (the latest data available in April 2023). RevPAR is the occupancy rate multiplied by the average daily rate hotels and motels charge for their rooms. Figure 12 illustrates occupancy rates over the same period to show the seasonality in hotel demand broken down among Vallejo, Napa County, and San Francisco.

Figure 10: Revenue Per Available Room (RevPAR), Current Dollars, Comparisons to Selected Areas, April 2020 to March 2023. Source: Smith Travel Research, Visit Vallejo, Sonoma County Tourism, Marin County Visitors Bureau

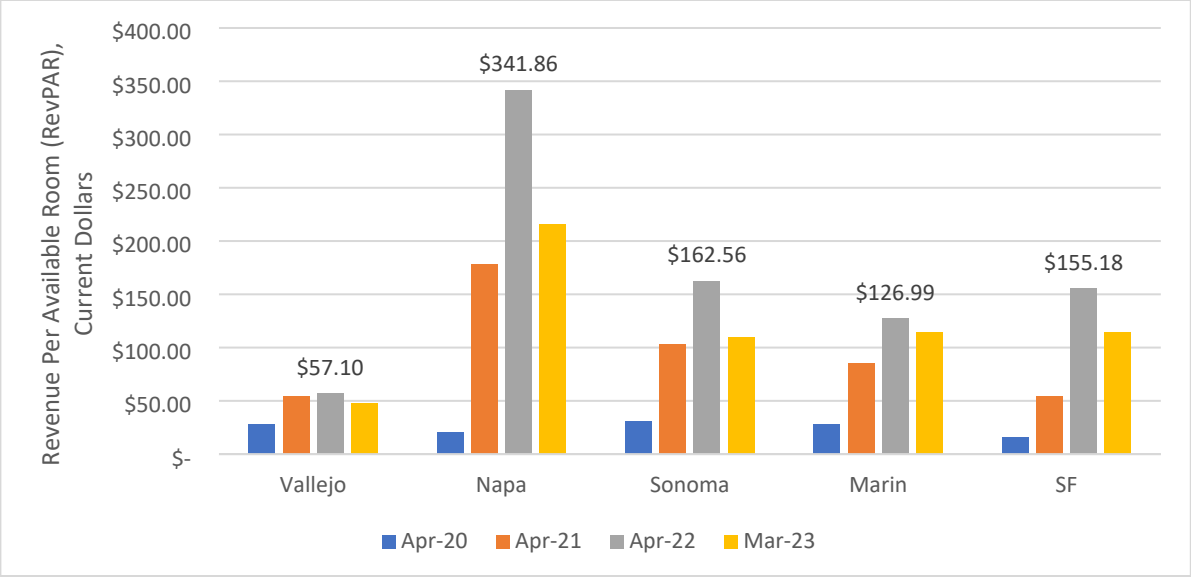
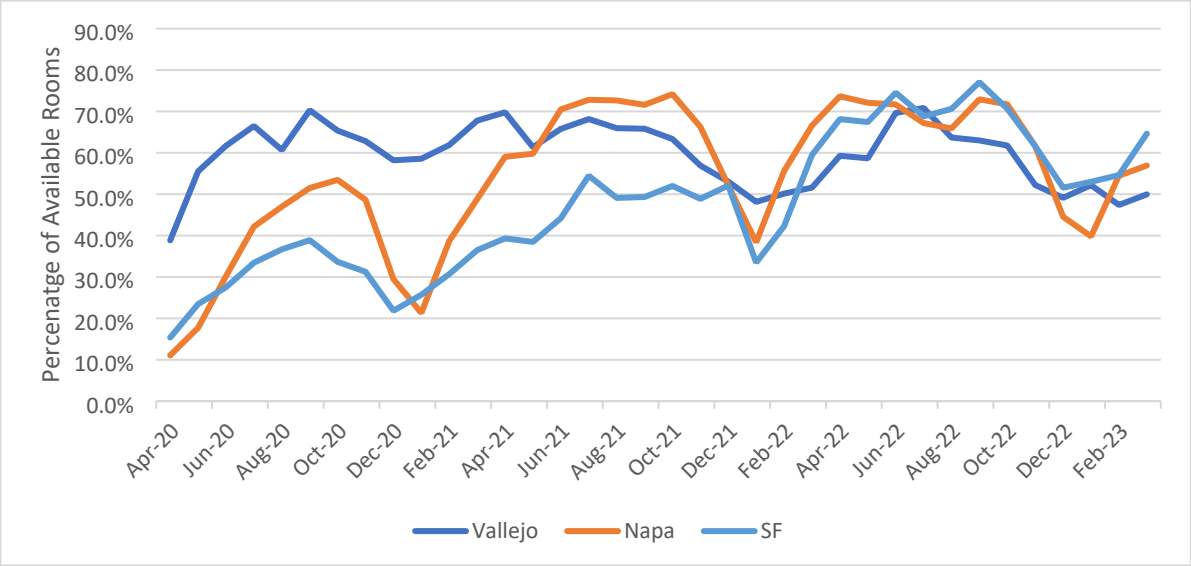


Figure 11: Occupancy Rate Comparisons, April 2020 to March 2023, Selected Areas, % of Available Rooms. Source: Smith Travel Research, Visit Vallejo, Sonoma County Tourism, Marin County Visitors Bureau.



Workforce Development and Demography: Diversity in Vallejo

Vallejo is the most diverse city in Solano County and is among the most diverse cities in the Bay Area, with about 123,000 residents. Since 2011, Vallejo's residential population is estimated to have fallen slightly, as shown in Figure 12. As in other parts of the North Bay and Bay Area, Vallejo's population declined after 2017. Housing prices, fear of fires, and a slower economy may have influenced this trend. This issue is regional, not just affecting Vallejo. Overall, Solano County lost population in 2020 and 2021. Napa, Marin, and Sonoma counties have all experienced population reductions yearly since 2017.

Educational attainment is one metric of economic development that can show whether local academic institutions and employers create more scientific, engineering, medical, and higher education jobs. This suggests that new jobs with higher education qualifications also create city residents. Figure 13 shows the slow rise in Vallejo's population with a bachelor's degree or higher education from 2011 to 2021 (the most recent data available).

Figure 12: Vallejo Population, Year-End Estimate, Number of Residents, 2011 to 2022

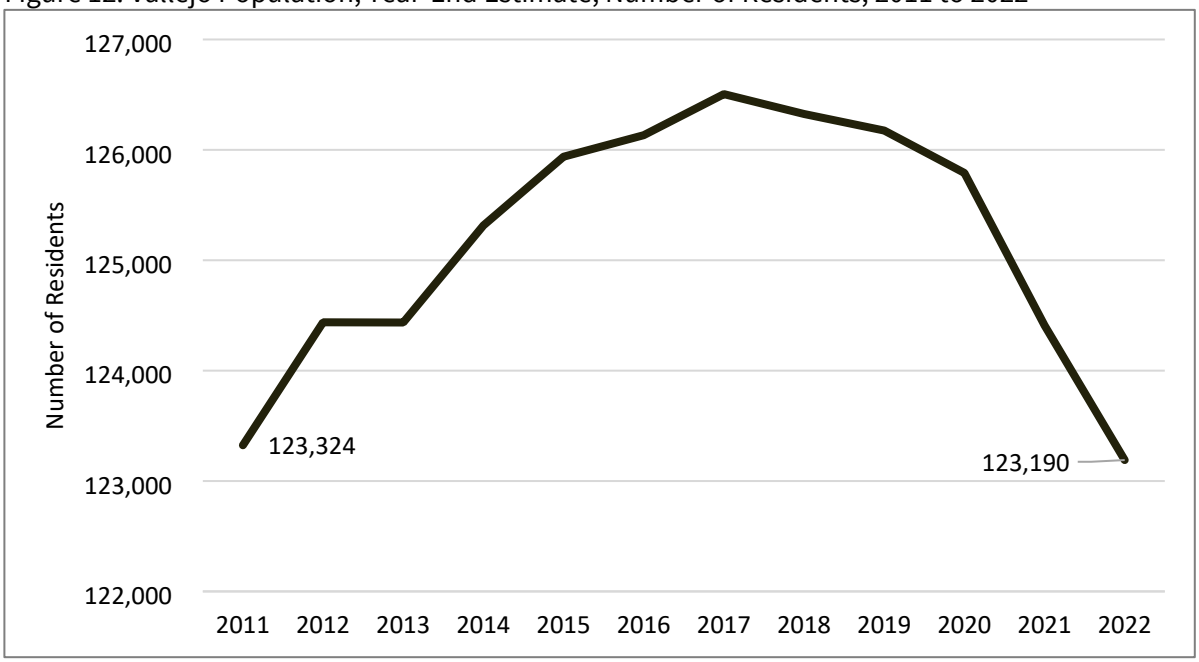
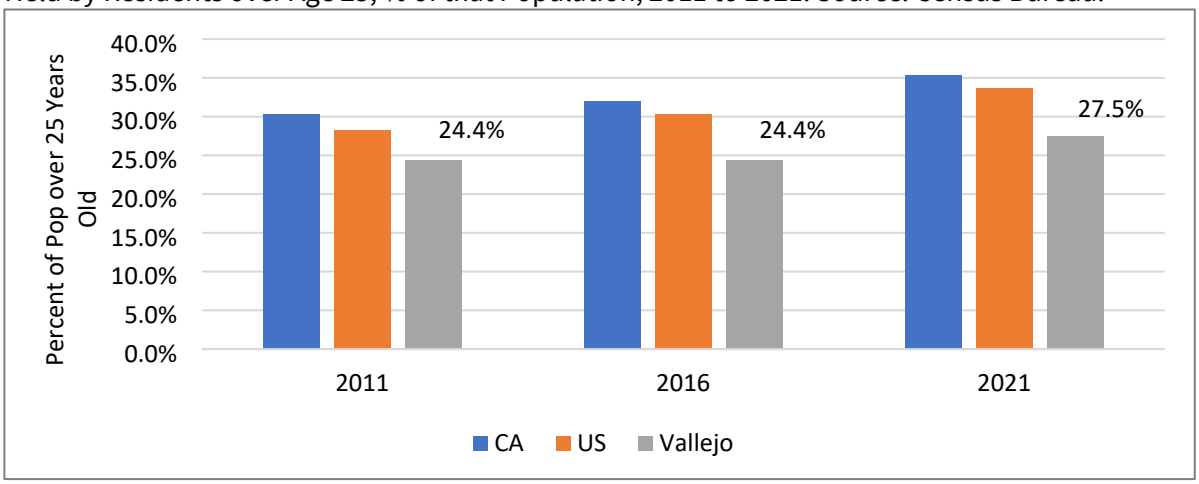
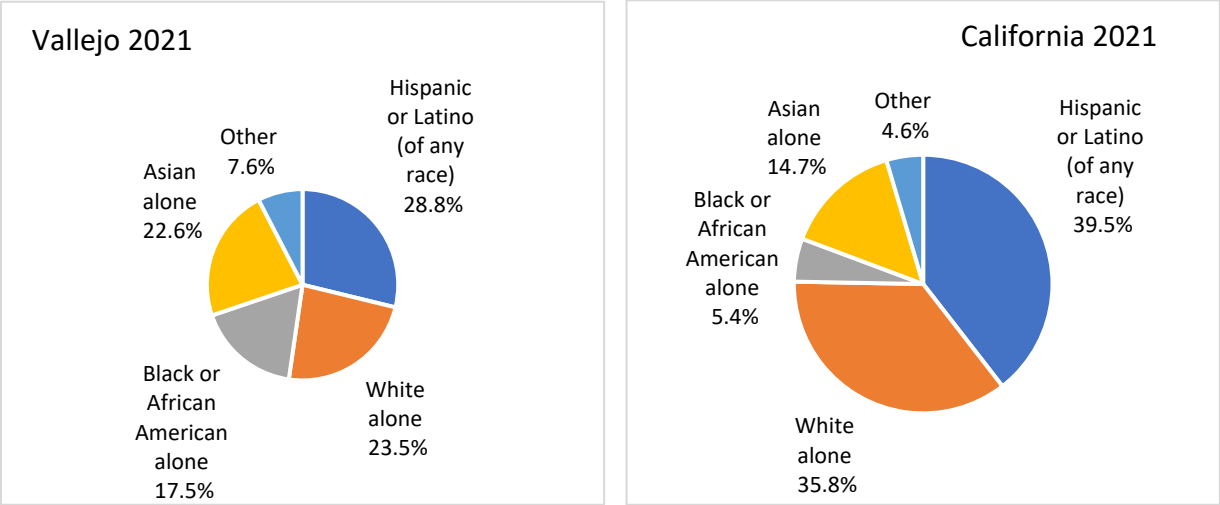


Figure 13: Educational Attainment, Vallejo, CA and US on average, Bachelor's or Higher Degree Held by Residents over Age 25, % of that Population, 2011 to 2021. Source: Census Bureau.



In Figure 14, Vallejo's ethnic and racial diversity in 2021 is compared to that of all of California. It is essential for workforce development efforts to consider program suitability, especially for residents whose first language is not English. African-American, Filipino, and Hispanic residents in Vallejo work throughout the region, forming a workforce that could contribute to growth in particular industries within Vallejo. Economic development efforts must align with workforce development efforts, and employers must create and sustain jobs for Vallejo's residents. Below, we show that Vallejo primarily "imports" much of its labor from other parts of the Bay Area.

Figure 14: Racial and Ethnic Comparisons, Vallejo and California, 2021, % of Population. Source: Census Bureau, latest data are from 2021.



Industry Mix and Status Quo Forecast to 2027

The mix of employers has not changed much since 2011 in terms of the top five or six industries that provide jobs in Vallejo. Health care, the mixture of hospitals and public health jobs, has grown by over 2,800 jobs in that period. As Figure 15 shows, from 2011 to 2022, retail and education a mix of public and private schools, as well as Touro University, Cal Maritime, and Solano Community College) led local job growth. Vallejo has three higher-learning institutions that are potential partners in educating workers in the City and the region.

Regarding the national and state economies, 2024 is projected to be a year of continued growth for both the national and global economies. The American economy in 2023 surprised most forecasters and helped augment forecasts to 2027. The forecast we summarize here from various sources highlights two points:

- The national and state economies are projected to grow incomes after inflation slowly until 2027, with small increases in unemployment (slightly faster in California);
- In the Bay Area region, jobs are likely to grow more slowly than the state and national economies until 2030 due to continued effects of population outmigration (though population is expected to increase again from 2024 to 2027), a slower national economy, continued work from home versus office, and thus less business travel to the region's core urban areas.

Figure 15 shows Vallejo's industry mix in 2011 and estimated for 2022 by the Census Bureau, California's EDD, and LightCast data. Figure 16a shows projected growth from 2019 to 2026, the end of Cycle 1 in this plan, versus the pre-pandemic level by significant industry in Vallejo compared to California. These two figures illustrate where Vallejo is and where it could go if nothing changes. The industries targeted below are meant to be catalysts for change.

Figure 15: Industry Employment in Vallejo, 2011 and 2022, Number of Workers. Sources: Census Bureau, California EDD, and LightCast data, 2022. Note: Data for 2022 is labeled.

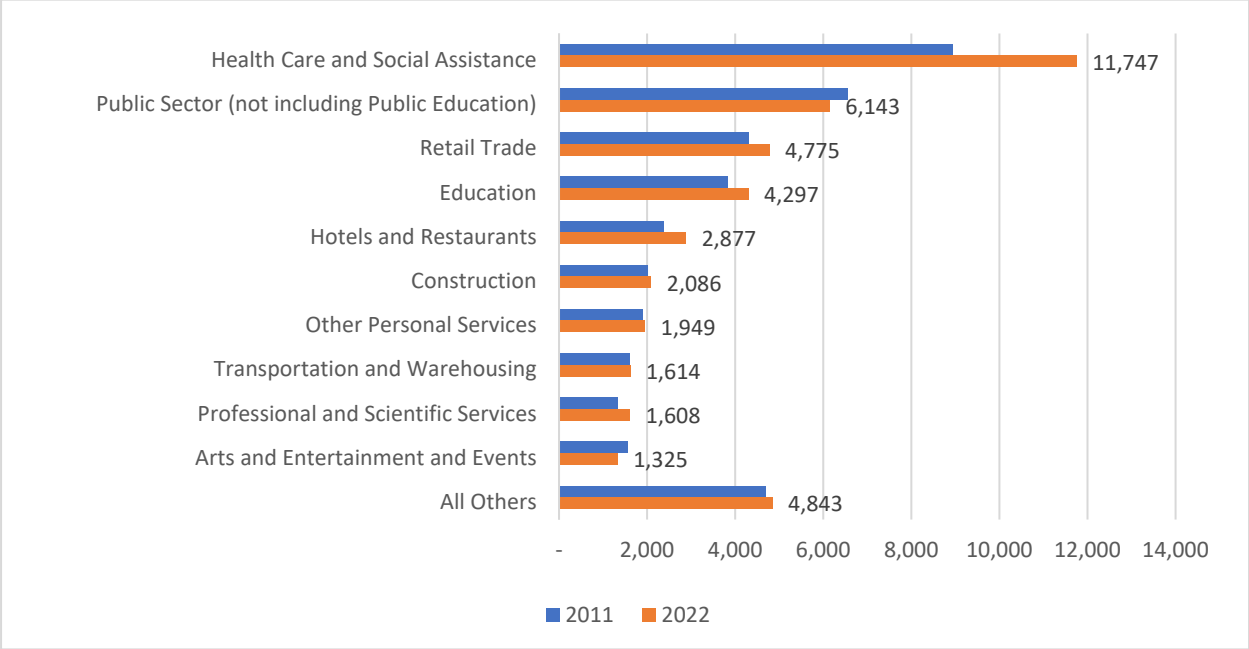


Figure 16b provides a forecast (as of May 2024) for the California economy and job growth until 2026. We use this data to illustrate how Vallejo's job market has evolved, either in line with or diverging from the state's overall trajectory. This lens extends the status quo forecast for Vallejo in terms of jobs, highlighting the potential impact of the targeted industries on the local employment landscape. Some job gains are work-from-home opportunities for new residents who are consultants. In Figure 16b, we compare a recent forecast in early 2024 for California to our projections for Vallejo to 2027 regarding industry employment (including self-employed). We expect Mare Island's growth of residences and employment opportunities to grow in 2027.

Achieving and exceeding the forecast above depends on economic development activities and how industries best suited to locate and grow in Vallejo do so. Let's look at the targeted industries Vallejo should pursue in Cycles 1 and 2 regarding business attraction, retention, and expansion.

What The Forecast Data Tell Us: The forecast to 2027 suggests a slower moving economy and challenges for Vallejo's residents and employers in terms of competition for jobs and customers. Infill development to shape Vallejo's downtown and waterfront areas and create more placemaking will prepare Vallejo's economy with more assets and a more competitive position toward 2030.

Figure 16a: Industry Employment Forecast, Percentage Change from 2019 to 2027, Vallejo and California. Sources: Census Bureau, California EDD, LightCast data, and EFA.

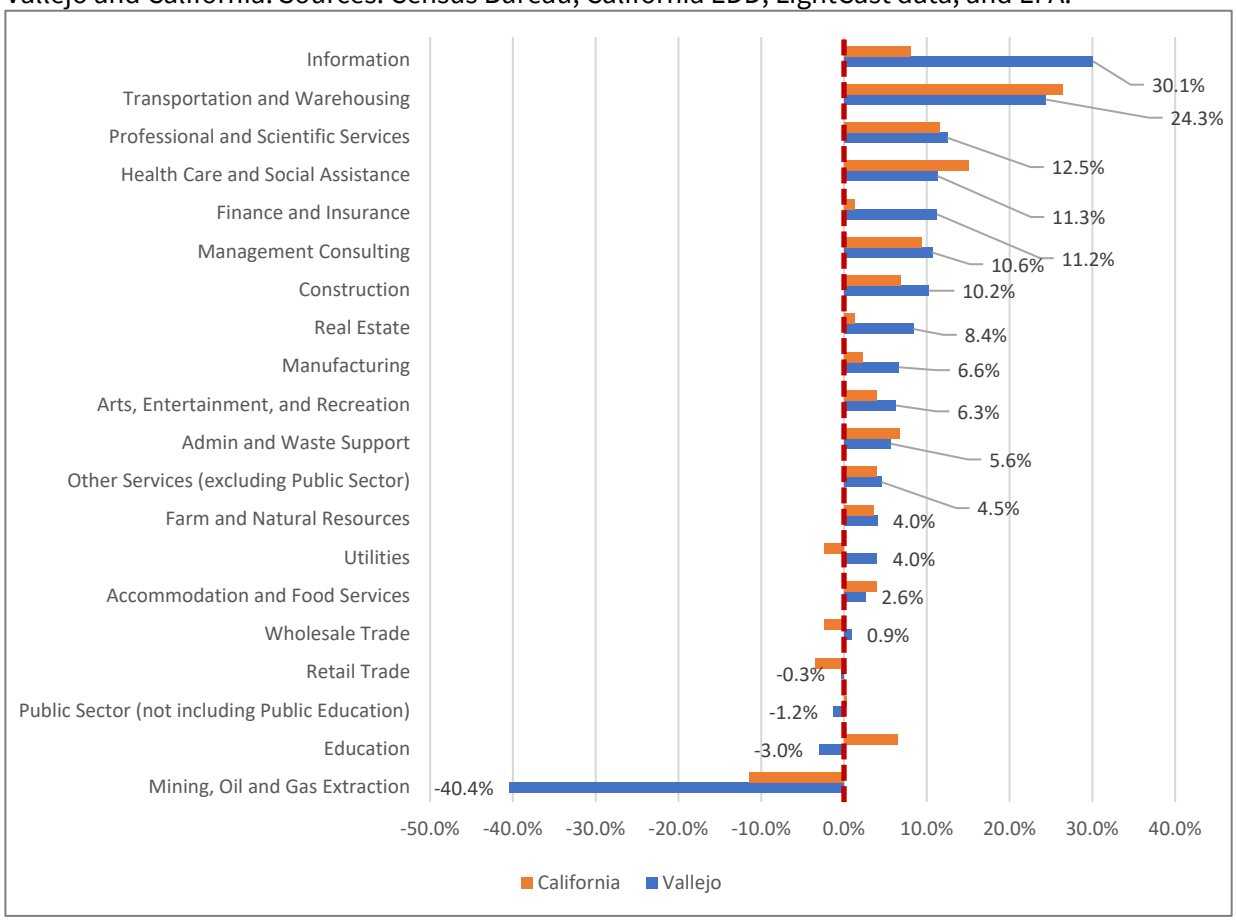
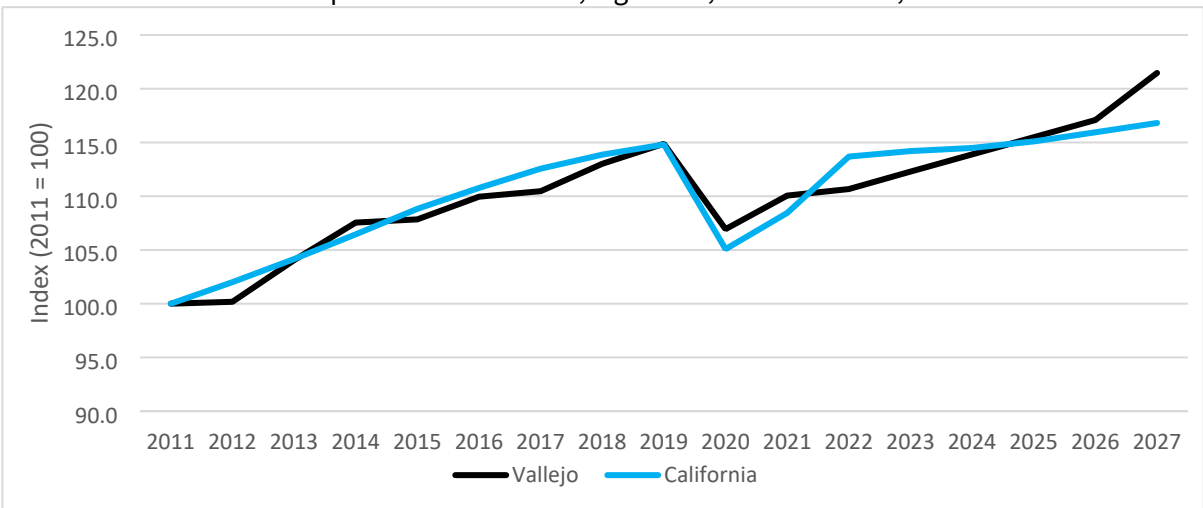


Figure 16b: California Employment Forecast and Vallejo Employment, Index (2011 = 100), 2011-2026. Source: California Department of Finance, LightCast, California EDD, and Census Bureau.



Note: These data are residents of Vallejo who are self-employed and those who work at Vallejo-based employers

VALLEJO TARGETED INDUSTRIES

Our economic development strategy is built on the premise that specific types of businesses, tailored to Vallejo's infrastructure and regional marketplace, can drive significant economic activity through their growth and subsequent impacts. Focusing on the industries outlined in this plan aims to reduce retail leakage, enhance job opportunities, attract more visitors, and stimulate residential spending within the city. These industries have been selected based on rigorous criteria at the sector and employer levels, making them crucial for Vallejo's economic growth.

CRITERIA FOR TARGETED INDUSTRIES:

- WAGES HIGHER THAN STATE AVERAGE
- JOBS MULTIPLIER GREATER THAN 1.25
- FORECASTED GROWTH FOR CA AND US
- LOCATION QUOTIENT > 1
- POTENTIAL COMMERCIAL SPACE IN VALLEJO TO SUPPORT
- TAX-ENHANCING BUSINESS?
- WORKFORCE DEVELOPMENT LINKS: CAN THIS INDUSTRY FIND TRAINING FOR WORKERS LOCALLY?

Construction—Areas of Vallejo (Mare Island Blue Rock Springs, Waterfront, and Downtown) are likely to provide construction jobs and opportunities for new contractors for years to come, creating employment for current Vallejo residents (workforce development)

Advanced Manufacturing—Vallejo's assets in power, water, diverse workforce, and available space provide commercial opportunities for semiconductor manufacturing, green tech, and life sciences firms to expand their regional footprint.

Software/Film—Vallejo urban spaces (e.g., downtown, waterfront, and Mare Island), linked to the ferry terminal, could be a place for technology firms and film studios to find a unique mix of spaces connected to the other established Bay Area clusters.

Tourism—Utilizing areas on Mare Island, the ferry terminal, and downtown, Vallejo can expand its significant tourism footprint beyond North Vallejo (Fairgrounds, Six Flags) to drive more visitors to other parts of the city. The emerging food and spirits scene could be another asset to build both on the mainland and Mare Island. The city should focus on capturing regional tourists drawn to Vallejo by focusing on relative affordability to contain them and diversify its hospitality options to capture other segments of the tourism market.

Transportation — Leveraging an increased use of both the ferry terminal and ferry service based on events (linked to tourism) and the presence of Vallejo's transit center and the marina could create transportation jobs around water transportation and tourism.

Wholesale Trade—Vallejo could use currently available spaces and its various freeways and travel infrastructure to become a regional hub for storing and distributing goods for residential and commercial needs. These links may connect to the wine industries in Napa and Sonoma counties, retail and healthcare sectors in all directions, and energy storage if renewable energy businesses set up shop.

Let's look at the criteria we used to make these industry-sector choices.

Criteria for Industry Targets: Details

Cities have employers that offer goods (agriculture, natural resources, construction, and manufacturing), private-sector services (all other employers except for public-sector employers),

and government services (public-sector employment, including public education). Our analysis considers private-sector employers as the drivers of economic development activities.

Relative Wages: Statewide Comparisons

One of the main goals of economic development is to create jobs with higher wages than other industries and compared to wages paid in other places where the targeted businesses could either be located or grow. Higher wages also reflect a way to persuade workers who live locally not to commute to different areas for work and to attract more retail sales as wages rise. The potential cost of these changes is an increase in housing prices for both buyers and renters, which is suitable for property owners but not for tenants.

Job Multiplier: Creating Broader Job Support from Targeted Jobs

As the targeted industries expand the number of jobs, they produce "multiplier" effects that create or support other jobs and worker incomes. This support can reduce retail leakage, connect supply-chain links for hundreds of businesses and residents, and spread economic prosperity beyond Vallejo's core commercial areas. For example, when a new manufacturing company arrives, demand for local fuel rises, more local restaurant meals are sold, and more construction work is performed onsite and off-site. These jobs then provide more support for local grocery stores and restaurants, retail sales, delays in medical office visits due to residents with lower income levels, and more personal services demand throughout the city economy. A larger job multiplier means more jobs are supported per new job. The multiplier effects and the key industries affected provide a workforce development script to follow in preparing a local workforce for change.

Is the Industry Export Focused (a Traded Sector), or Does It Provide Local Goods and Services?

Source: Factory OS, City of Vallejo

To expand on the multiplier idea, when the local economy focuses on customers from outside the local area, the gains from that business's revenue are more significant. A good example is visitor-related businesses. When visitors come to Vallejo, they spend money at Vallejo merchants and restaurants and pay taxes. If local businesses all used the local community as the only customer base, the number of dollars circulating would be smaller than using both the local economy (for specific industries that serve local businesses and residents) and the global economy to expand the market's total size. If the local economy exports more and imports less, local supply-chain gaps are filled using dollars from outside the local economy to generate more revenue for all businesses.

Depending on the type, manufacturing is unlikely to consider the local area as its primary market. Businesses such as Factory OS, breweries, and bakeries might want to be located near labor and

logistics options (two strengths of Vallejo). The City of Vallejo wants these businesses because they have significant multiplier effects and generate revenue from people beyond local residents. Exporting goods and services and earning more income expand the overall size of Vallejo's economic pie; goods and services sold outside Vallejo generate additional revenue for local businesses, which is why a focus on trade-sector employers is essential. However, it is important to recognize that a hotel is similar to retail in terms of determining new locations: demand must be there now and into the future, hence regional partnerships help find more hotel occupants versus a reliance on visitors to Vallejo alone.

National and State Growth to 2027: Thinking Three to Five Years Ahead

Economic trends rarely originate at the local level. Job growth forecasts are a reality check about which industries will grow, stagnate, or decline over the next three to five years. Forecasts beyond the next five years are inherently risky. Many business cycles last five years or more, and technological and policy changes (e.g., tax rate changes) create shifting conditions. Sometimes political shifts do as well—for example, in the next five years, the government might invest more or less in green energy and climate change science. The amount and speed of those investments might open unforeseen new economic development opportunities or what the historical data suggest are growing industries. Our look at the industry forecasts is for California, Solano County, and the Bay Area, where anticipated growth in an industry occurred. Such change enhances the chance of being an industry target recommended for local economic development.

Location Quotient: Vallejo's Past and Jobs Support by Industry

Source: City of Vallejo

One of the classic economic development metrics used by cities and counties is called a location quotient (LQ). In simple terms, the LQ is a ratio of the number of jobs in a specific industry to total local employment (e.g., the number of construction jobs in Vallejo relative to the total was about 5.5% in 2021) versus the same ratio at a higher geographic level (in the state of California overall, construction jobs comprised about 4.9% of total statewide employment in 2021). The LQ is a ratio of these ratios, a relative measure of an industry or a type of job in the local area compared with a larger area that includes the local area. For Vallejo, the construction example above has an LQ greater than 1. This threshold value indicates this industry has a good "fit" with the local area because of its relative employment size locally versus the state on average. We never use the LQ alone, as it is backward-looking and not a forecast. However, it suggests the relative fit of some industries rather than others as one criterion in filtering targeted industries.

Commercial Space and Land: Buildings and Infrastructure

Local economies are not suitable for every industry. Those with a diverse employer mix might still not match the industries or employer types that local residents or elected officials prefer in the city economy. One big reason is a lack of infrastructure, from water or sewer availability to a diverse housing mix, trained workers, poor road quality, and public safety. The available buildings, land, zoning, or combination might not fit some businesses. For example, some companies need more water, some need more electric power than others, and some require more parking. The suitability of available parcels and buildings for businesses considering Vallejo is likely industry-specific and can be the most critical, fundamental step in a site-selection process.

Tax Enhancing: Property and Sales/TOT Receipts Increase by Industry Choice Directly

As with the job multiplier, we have estimates of "tax" multipliers; these data estimate how much state and local tax revenue is created for the industry in question by $1 in sales. This criterion should not be the sole focus of an economic development strategy but should be considered as it relates to tourism. City finances should consider the use of space (with a focus on tax rate areas or TRAs, where certain transactions can create a large change in the cost basis of properties for tax revenue purposes, both commercial and residential), how having more workers employed in Vallejo drives demand for local retailers and restaurants and other taxable sales, and how having more overnight stays and overall visitor spending can result from more commercial activity. The passage of Measure P in 2022 might generate more discussion about focusing economic development efforts on new retail and restaurants. In general, these additional sales tax revenues are *indirect* effects of other economic development efforts, not the focus of those efforts.

Source: City of Vallejo

Local Hiring: Creating a Pipeline from High School to Graduate School

Hiring local workers, especially those who have struggled to find a good fit for their skills or training and those who commute to other places to work (primarily due to higher wages and opportunities), can be a good reason for focusing on specific industries. Businesses with links to local educational institutions can also provide jobs for new graduates who become local, working residents.

The workforce-development role of Solano Community College, Touro University California, and Cal Maritime is enhanced when their economic development partners create linked training programs for new and expanding businesses. These partnerships reduce the cost of searching for and training local employers. They can provide a local focus in hiring, such that wages and salaries remain in Vallejo at its retailers and other businesses. As part of the Bay Area economy, Vallejo's employers compete with global businesses for local residents and workers who would otherwise be incoming commuters to jobs in Vallejo. Official estimates of commuting patterns pre-pandemic

suggest that, for every two Vallejo residents who leave Vallejo every day for work, one person comes to Vallejo to work. This pattern is not unique to Vallejo (and is characteristic of Solano County in general) and suggests an opportunity for attracting some outbound workers to take local jobs.

Creating an Index to Filter Choices

We compiled the following initial weighting system to determine which industries might be targets of an economic development strategy (as shown in Table 2). Further consideration of the qualitative characteristics helps to sharpen our focus as we approach a final draft of the economic development strategic plan. The choice of targeted industries intends to be forward-looking; it is a combination of the impact on the local economy of new jobs and incomes that would flow to the businesses attracted, retained, and expanded and what they tend to pay their workers compared with the state average for that industry. Further, the forecasts of national and statewide job growth in the targeted industries help filter which ones might have strong multiplier effects and wages but are expected to decline over the next five years or to grow more slowly than other industries.

Source: City of Vallejo

A Note on Broadband Initiatives

Broadband internet availability is like water or electricity: it is a necessary utility for any business. The City of Vallejo needs to communicate to current and prospective businesses about Vallejo's Internet Provider (VIP) and the coming expansion of the City of Vallejo's fiber-optic network. This project could help work-at-home initiatives of regional businesses, education, and healthcare reach all Vallejo households and expand to more commercial businesses (as of June 2023, some non-profits and private-sector employers are using this service). This network infrastructure can help economic and workforce development efforts as an asset previously unavailable in Vallejo and provides a more reliable and affordable service. Table 2 provides the criteria our team used to filter the best-fit industries for Vallejo; Table 3 provides different types of businesses that best fit Vallejo within the recommended targeted industries.

Table 2: Targeted Industry Criteria and Decision Weights

Criterion	Weight
Wages higher than the state average	10.0%
Job multiplier greater than 1.25	10.0%

Primarily export market	25.0%
Forecasted growth of industry jobs at state and national economic levels in the next five years	15.0%
Location Quotient > 1	10.0%
Potential commercial space in Vallejo to support	20.0%
Tax-enhancing business?	5.0%
Workforce development links: can these workers in this industry be trained locally?	5.0%

Not all these industries generate direct tax revenue for the City of Vallejo. The strategy discussed below usually relies on tourism (for which the income generated comes from outside the area, and almost all transactions are taxable). Still, it may not be as competitive, given the regional economy. Table 3 maps the industry choices to the types of employers.

Table 3: Targeted Industry Choices

Industry Sector	Employer Type
Advanced manufacturing	Chemical manufacturing
Advanced manufacturing	Computer and electronic product manufacturing
Advanced manufacturing	Machinery manufacturing
Ambulatory Health Care Services	**Outpatient Medical Offices, using Touro University as a Partner**
Advanced manufacturing	Electrical equipment, appliance, and component manufacturing
Construction/building trades	Construction of buildings
Heavy Construction	Heavy and civil engineering construction
Heavy manufacturing	Plastics and rubber products manufacturing
Information/film	Motion picture and sound recording industries
Information	Software and systems development/maintenance
Light manufacturing	Beverage and tobacco product manufacturing
Light manufacturing	Wood product manufacturing
Tourism	Museums, historical sites, and similar institutions
Tourism	Performing arts, spectator sports, and related industries
Tourism	Scenic and sightseeing transportation
Transport/logistics	Support activities for transportation
Transport/logistics	Transit and ground passenger transportation
Transport/logistics	Water transportation
Wholesale	Merchant wholesalers, durable goods

Our team heard about a lack of retail depth and breadth in Vallejo from residents, employers, and government staff alike. The role of retail is generally as a follower; retailers consider residents with income or wealth or large visitor flows or both to provide the revenue necessary to substantiate the investment in space, tenant improvements or construction and then hiring and operations. Vallejo will attract more and different types of retailers as its household income levels rise, creating more jobs and attracting more visitors. Thus, retail changes will follow the growth of other industry sectors. A concern about narrow retail options is retail leakage.

LEAKAGE ANALYSIS: SUMMARY

The City of Vallejo tracks retail leakage as part of its quarterly taxable sales and sales tax revenue estimates. Retail or restaurant leakage occurs when residents spend outside the city economy (based on the city's administrative limits on a map). Leakage studies describe how households in the city spend at local merchants versus those outside the city limits. Leakage analyses focus on retail spending versus broader spending on services; taxable sales data are available for retailers and restaurants. Visitor spending is another source of local demand that increases the overall supply of retail and restaurants, reducing leakage. Leakage analyses do not guarantee that bringing business in the underserved category to Vallejo will reverse leakage or Vallejo residents will patronize it. Some of our interviews, community meetings, and survey work suggested that crime led to shopping outside Vallejo and perhaps the lack of certain retailers coming to Vallejo. While it is difficult to measure precisely the cause-and-effect relationships, continued uncertainty over either customer or business safety likely leads to movement of both to places outside of Vallejo.

> A THEME FROM OUR DISCUSSIONS WITH BOTH VALLEJO'S RESIDENTS AND BUSINESSES WAS THE INABILITY TO ACQUIRE GOODS OR SERVICES IN VALLEJO, AND THUS A NEED TO TRAVEL OUTSIDE (EVERYTHING FROM SPECIFIC RETAIL OR RESTAURANTS TO COMPUTER OR TECHNICAL SERVICES) VALLEJO TO FIND A VENDOR. WE HEARD MANY TIMES ABOUT THE WANT FOR MORE GROCERY AND FRESH FOOD VENDORS.

What These Data Tell Us: The leakage data provide guidance to Vallejo's Economic Development Department specific types of retailers to pursue as targeted industry growth creates changing incomes and spending patterns within Vallejo toward Cycle 2. When leakage is turned to surplus, more jobs, revenues and tax receipts are created for Vallejo's economy and city government.

Leakage Methodology and Conclusions

The methodology uses regional averages from the Bureau of Labor Statistics (BLS) on how households spend income after paying taxes and savings decisions (see http://www.bls.gov/cex/).

- The analysis of household spending starts with recent estimates of MHI from the Census Bureau and the estimated number of households (HH) from the California Department of Finance, using occupied housing units in that estimate
    - The aggregate household income is MHI x HH, which is reduced by a 5% savings rate after taxes paid by Vallejo's households, 25% on average
    - The remaining funds are then spent based on BLS's estimated spending patterns by retail and restaurant category
    - The remaining "disposable" income is distributed, based on the spending patterns from the BLS, as a measure of "demand" by Vallejo's residents.
- Supply is based on the taxable sales in each category

- Food and grocery stores are assumed to sell approximately 30% of their goods as taxable sales rather than nontaxable food.

Taxable sales leakage changes over time and depends on how the BLS data distribute household spending among retailers and restaurants and how neighboring cities and counties market to Vallejo's residents to attract those sales away from their competition. The difference between supply and demand is leakage; when it is negative, it means that leakage flows to other areas. The existing "gap" could be filled by having more retailers or expanding the current supply of merchants in Vallejo as part of economic development activities. Table 4 lists the estimates as of Quarter 4, 2022. The table shows that we are generally oversupplied with retail, although some categories are lacking. This partly explains the higher-than-average retail vacancy rate in Vallejo.

Table 4: Taxable Sales Surplus (Leakage), Q4 2023, City of Vallejo, Current Dollars

Industry/Retail Outlet	Supply	Demand	Surplus (Leakage)
Discount dept. stores	$58,124,400	$9,442,200	$48,682,200
New motor vehicle dealers	$65,512,400	$23,176,400	$42,336,000
Building materials	$29,473,800	$8,583,800	$20,890,000
Quick-service restaurants	$28,460,100	$17,167,700	$11,292,400
Service stations	$45,618,900	$34,335,400	$11,283,500
Casual Dining	$20,123,900	$12,875,800	$7,248,100
Heavy Industrial	$6,563,400	$858,400	$5,705,000
Cannabis-related	$5,838,900	$1,716,800	$4,122,100
Convenience stores/liquor	$8,373,300	$6,867,100	$1,506,200
Leisure/entertainment	$5,180,300	$5,150,300	$30,000
Light industrial/printers	$0	$858,400	($858,400)
Electronics/appliance stores	$9,327,700	$10,300,600	($972,900)
Specialty Trade Contractors (Construction)	$6,529,200	$8,583,800	($2,054,600)
Drugstores	$2,828,800	$5,150,300	($2,321,500)
Specialty stores	$6,851,000	$9,442,200	($2,591,200)
Family apparel	$10,228,500	$14,592,500	($4,364,000)
Variety stores	$3,473,000	$9,442,200	($5,969,200)
Department stores	$3,157,700	$9,442,200	($6,284,500)
Automotive supply stores	$6,411,700	$12,875,800	($6,464,100)
Used-car dealers	$7,222,200	$13,734,200	($6,512,000)
Transportation/rentals	$3,477,700	$12,017,400	($8,539,700)
Fast-casual restaurants	$5,963,500	$17,167,700	($11,204,200)
Home Furnishings	$3,511,900	$25,751,500	($22,239,600)
Grocery stores	$51,348,700	$76,925,900	($25,577,200)
Auto repair shops	$4,513,300	$51,503,100	($46,989,800)
All Others	$23,323,100	$7,725,500	$15,597,600
Totals	**$421,437,400**	**$405,687,200**	$15,750,200

Sources: HdL, California Department of Tax and Fee Administration, Bureau of Labor Statistics, Census Bureau

When considering Vallejo in competition and potential partnership with other areas, it is helpful to consider the approach to economic development by different cities of similar size, demography, relative income, and housing price levels. The next section looks at peer and aspirant cities as potential models for Vallejo to follow.

PEER AND ASPIRANT CITIES

The economic development staff in peer and aspirant cities constantly look for places to emulate and learn from economic development activities. No two places are alike, but there are critical reasons for observing other cities and regions:

- To gain a perspective on best practices and what may be working or not working
- To create a practice in city economic development of considering changes that originate outside the city economy, as everyday tasks and requests can lead to excessive internal focus.

We compiled an initial list for Vallejo to consider based on criteria used by our team for economic development projects. The criteria in the table determined the peer and aspirant cities for Vallejo.

Table 5: Peer and Aspirant Region Choice Criteria

Peer Criteria	Aspirant Criteria
Similar population size (+/- 5%): assuming cities have similar public-safety conditions and geographic size	Data similar to Vallejo based on peer analysis
Similar demographics: ethnic/racial mix and educational attainment	Proximity to a larger, urban area
Proximity to a larger, urban area	Major employers are stable or have increased hiring.
Similar home prices relative to regional and median annual wages	Currently have more manufacturing, construction, or tourism than Vallejo
Similar regional industry mix: competition and local businesses that drive the local economy are similar	Current economic development efforts are about site selection and regional partnerships.
Similar regional commuting patterns	Currently have a significant relative increase in MHI compared with 2011

The choices of aspirant cities are more nuanced than those of peers because aspirant cities should demonstrate what Vallejo could accomplish over five to ten years. Aspirant places should have unique assets and use them for economic development, making the local area distinctive and attractive to businesses. The starting point for both peer and aspirant cities is similarity to Vallejo in population size (using recent data from the Census Bureau and the California Department of Finance), which means similarity in the number of housing units and the mix of services, retailers, and restaurants in the city.

These cities might choose to close supply-chain gaps for regional employers. Proximity to larger economic areas (Vallejo is a suburban city in the Bay Area) offers opportunities for doing so. The population growth suggests that workers and families are attracted to the aspirant city as a place to live; when populations shrink, we should assume the available workforce is also shrinking. Let us now look at these choices. In a supplemental document, we provide an overview of the critical elements, comparing each peer and aspirant place to Vallejo with the latest data available. We also provide violent crime data per 100,000 residents for comparisons to Vallejo (in 2022, Vallejo

was estimated to have 886 violent crimes per 100,000 residents by the Federal Bureau of Investigation's Crime Data Explorer[1]).

Peer Cities

Peer cities are similar to Vallejo in population, demography, industry, or location. Tracking these cities' economic changes and accomplishments can help inform Vallejo and serve as a best practice or case study. Three peer cities were chosen for Vallejo to consider based on the criteria mentioned above. Additional details are available in a supplemental document to this plan called "Peer and Aspirant Cities, City of Vallejo, June 2023".

Clovis, CA

Clovis is near a more significant urban center, sharing a border with Fresno. The share of the population over age 25 is smaller in Clovis than in Vallejo as of 2021 (the latest data available from the Census Bureau's American Community Survey or ACS). In 2021, 43.6% of Clovis' households generated over $100,000 in annual income (2021 ACS), which was an increase from 30% in 2011; in 2011, the share in Vallejo was 25.9%; in 2021, it was 38.2%. Clovis is less diverse than Vallejo overall, but Clovis' Hispanic population was estimated to be 49.5 percent of the city's population in 2021 (Vallejo's Hispanic population was 28.8 percent in 2021 per Figure 14). The industry mix in Clovis is similar to that of Vallejo as of 2022. In 2022, housing prices in Clovis were 9.94 times the median annual wage levels in Fresno County, whereas those in Vallejo were 12.54 times the median annual wages in Solano County. Clovis had an estimated 213 violent crimes for every 100,000 in 2022.

Simi Valley, CA

Simi Valley is close to Los Angeles, California. Simi Valley's population share over age 25 is similar to Vallejo's. 34.6% of Simi Valley residents over age 25 years have a BA or above (2021 ACS); an increase from 31.3% in 2011 in Simi Valley; in 2021, the share in Vallejo was 27.5%. In Simi Valley, 29.8% of households generated over $100,000 in annual income in 2021; an increase from 20.4% in Simi Valley in 2011; the share in Vallejo was 38.2% in 2021, up from 25.9% in 2011. Simi Valley is less diverse than Vallejo; Simi Valley had 25.8% Hispanic residents to Vallejo's 28.8% in 2021. Simi Valley had a similar proportion of construction, leisure, and hospitality in 2022, but more manufacturing and professional services than in Vallejo. In 2022, housing prices in Simi Valley were 18.08 times the median annual wage level in Los Angeles County; those in Vallejo were 12.54 times the median annual wage in Solano County. Though the two cities have similar wage profiles,

[1] Crime data come from the Federal Bureau of Investigations (FBI), Crime Data Explorer: https://cde.ucr.cjis.gov/LATEST/webapp/#/pages/home

housing prices are 30% higher in Simi Valley than in Vallejo in 2022. Simi Valley had an estimated 108 violent crimes for every 100,000 in 2022.

Allentown, PA

The population under age 25 is smaller in Allentown than in Vallejo, with 17.2% of Allentown residents over age 25 having a BA or above (2021 ACS); the share of those in Allentown with a BA or higher degree in 2011 was 16.4% compared to Vallejo's 27.5%. Only 16.6% of Allentown households generate over $100,000 in annual income (2021 ACS), an increase from 8.7% in 2011, compared with 38.2% in Vallejo in 2021. In 2021, Allentown's Hispanic population was 54.5% in 2021 (Vallejo's 2021 population was 28.8% Hispanic), and Allentown is almost as diverse as Vallejo overall; in 2021, the black, indigenous, and people of color (BIPOC) population share in Vallejo was 76.5%, compared with 70.1% in Allentown. In 2022, housing prices in Allentown were 7.54 times the median annual wage levels in the Lehigh Valley metro area near the northwestern New Jersey border compared to Vallejo's at 12.54. Allentown does have an intangible aspect that makes it similar to Vallejo in that it lost the steel industry (Bethlehem, PA, is a "sister city" adjacent) and has lingering effects from that change. Allentown had an estimated 344 violent crimes per 100,000 people in 2022.

Allentown Factory Site, Photo by Joe Dudeck, Unsplash

Aspirant Cities

Aspirant places are models that Vallejo could follow in its economy or offer a vision of that journey. Based on the abovementioned criteria, we chose these three cities for Vallejo to consider.

Concord, CA

Concord has a population share of those over age 25 similar to Vallejo, with approximately 36.8% of residents over age 25 having a BA or above in 2021 (2021 ACS); the share in Vallejo in 2021 was 27.5%. An estimated 50% of Concord's households generate over $100,000 in annual income (2021 ACS), an increase from 31% in 2011; Vallejo's share in 2021 was 38.2%. Concord is more diverse than Vallejo regarding the Hispanic population (47.4% in 2021), where Vallejo's Hispanic population is 28.8%; Concord's share of the BIPOC population is 53.8% in 2021. In 2011, Concord had more retail and other personal services and about the same amount of manufacturing as Vallejo. In 2022, Concord housing prices were 9.94 times the median annual wage levels in Contra Costa County; those in Vallejo were 12.54 times the Solano County median annual wages. Concord shares labor and housing markets with Vallejo; Concord is mentioned in resident meetings as a place that Vallejo residents visit for shopping and recreation. Concord is historically a Navy town, with an initiative to "reuse" a naval weapons station site. Concord had an estimated 110 violent crimes per 100,000 people in 2022.

Palm Bay, FL

Palm Bay had 21.3% of residents over age 25 years that had a BA or above (2021 ACS), an increase from 17.1% in 2011; in 2021, the share in Vallejo was 27.5% in 2021. Approximately 19.2% of Palm Bay households generate over $100,000 in annual income (2021 ACS), an increase from 11.4% in 2011; the share in Vallejo in 2021 was 38.2%. Palm Bay is less diverse than Vallejo overall (Palm Bay has a smaller BIPOC population as a percentage of the total), but the African-American population was of similar proportions to Vallejo (Palm Bay's 16.5% to Vallejo's 17.5% African-American in 2021). In 2022, Palm Bay housing prices were 9.14 times the median annual wage levels in its regional (metro) economy; those in Vallejo were 12.54 times the Solano County median annual wages. Palm Bay is near Melbourne, FL, and has a Naval Air Station. It also has a large regional community college located in the city. Palm Bay is part of the "space coast" (i.e., near Cape Canaveral). Palm Bay had an estimated 110 violent crimes per 100,000 people in 2022.

Round Rock, TX

Round Rock is near Austin, TX, a fast-growing tech hub in the United States. In 2021, Round Rock's population share of those over age 25 was similar to Vallejo's, but 42.0% of Round Rock's residents over age 25 had a BA or above. This increased from 37.0% in 2011, while in 2021, the share in Vallejo was just 27.5%. For Round Rock's households, 42.4% were estimated to generate over $100,000 in annual income in 2021, an increase from 31.2% in 2011. In Round Rock, 50% of the population is BIPOC (24 percentage points less than Vallejo), mainly Hispanic (27.7% in 2021 to

Vallejo's 28.8%). Net commuting flows into Round Rock were positive in 2020 but were negative in 2011; economic development attracts regional workers to Round Rock, who are likely leaving Austin for nearby but less-expensive commercial space. In 2022, Round Rock housing prices were 12.05 times the median annual wage levels in its regional economy, which includes Austin, TX; those in Vallejo were 12.54 times the Solano County median annual wages. Being near Austin gives Round Rock's residents access to technology jobs in Austin; Dell Computer's world headquarters are in Round Rock. The key economic development driver in Round Rock is its chamber of commerce: the city has a role but partners with it. Round Rock had an estimated 151 violent crimes per 100,000 people in 2022.

Source: Round Rock Chamber of Commerce

Our team presents these choices to create a structure for observing other places and what they may be doing right/wrong or similarly to Vallejo, regardless of whether an internal or external perspective is taken. The Economic Development Department should engage in some simple practices and use of tools to monitor these places.

Tools to use in monitoring these places:

- Whether physically or virtually, attend one business event in these areas that focuses on economic development
- Set up Google alerts to monitor news in these areas about local businesses or economic development
- Subscribe to a local or regional business journal or news outlet or schedule a quarterly check of the latest business stories.

Our team learned a lot from communicating with local residents, employers, commercial real estate owners, and professional elected officials in the City of Vallejo and beyond, as well as workforce development (countywide and local education and training programs from K–12 to doctoral programs). The communications plan below uses that learning and the data above to formulate the action steps and roadmap for Vallejo's Economic Development Department until 2030.

KEY PERFORMANCE INDICATORS

Key performance indicators (KPIs) are a classic tool for such communications. KPIs in economic development serve three primary purposes:

What These Data Tell Us: Think of the KPIs as a tracking device for progress and a way to communicate to all stakeholders as part of a broader communications plan for Vallejo Economic Development Department about progress toward larger goals and simply what activity has taken place and borne fruit as actions are taken per the Roadmap above. It is important to see these KPIs as measuring economic development activities and not the progress of Vallejo socially. A citywide dashboard should be developed to monitor educational, infrastructure investment, workforce and economic development progress as a whole, where these KPIs may inform that dashboard. Our team worked to determine what metrics were best suited to honestly and efficiently measure and communicate progress, given Vallejo's Economic Development Department goals as provided by the City of Vallejo. This plan recommends the following KPIs.

Unemployment Rate: The unemployment rate in Vallejo is a monthly measure of the local residents, as officially stated. The unemployment rate does not measure job losses at Vallejo's employers, except it includes those workers who also live in Vallejo. All cities and counties have monthly unemployment estimates in California, which makes regional comparisons easy.

Taxable Sales in the Aggregate: Rising taxable sales signal more spending ability in the city by local residents or visitors who come and spend in the local economy (a measure of economic vitality). Taxable sales should be considered after inflation, which can increase due to price increases and not because more goods and services (like restaurant meals) were sold.

Source: The Wet Mile

Change in Jobs at Vallejo Employers: This is a classic KPI for economic development, but it is tricky to control in practice. All municipalities want job growth, but more jobs may be due to macroeconomic factors versus local initiatives around economic development. Job growth can also provide socioeconomic progress, mainly as rising incomes help school districts, religious groups, retailers, and other employers. A distinction should be made for head of household jobs, jobs with incomes above a certain living wage threshold.

Median Household Income: Median household income can reflect progress in regional job markets, specifically for local residents. As Vallejo's economy sees rising incomes and home prices, a cleaner, safer city and enhanced commercial activity should become more visible. More taxable sales (especially with the passage of Measure P in 2022) and a higher percentage of households as homeowners all generate more revenue for the City of Vallejo and strengthen its economy. Quality-of-

KPIs and Direction-of-Change Goals (in parentheses)
• Unemployment rate (↓)
• Taxable sales (↑)
• Vallejo's employers hiring (↑)

life metrics may also include breadth of retail options, quality of K-12 education, and less violent crime per 100,000 residents.

- Median household income (↑)
- Median home values (↑)
- Assessed value of property (↑)
- Retail vacancy (↓)
- Office vacancy (↓)
- Residential vacancy (↓)
- City population (↑)
- Total business counts and mix (↑)
- Occupancy rate and ADR (↑)
- Grant funding deployed (↑)

Median Home Prices: Rising prices may indicate a better quality of life perceived by local residents, especially if accompanied by more jobs in Vallejo and more visible commercial activity. Rising home prices can be seen as local and regional workers increasing the demand to live in Vallejo for reasons; lower prices (and even slower-growing prices when regional prices are rising) can be perceived as signs of concern about living and working in an area.

Assessed Value of Property: Assessed property values combine rising median home prices and better market returns in commercial real estate. Vallejo should monitor how its tax rate areas (TRAs) are progressing regarding property values based on new transactions.

Vacancy Rates (commercial and residential): These data show how the region and the world consider Vallejo a place to do business. For residential vacancies, annual data are available from the California Department of Finance and the Census Bureau to estimate the change in Vallejo's housing units and housing utilization compared to other places in California and throughout the United States.

City Population: Changes in Vallejo's population should be compared to other Bay Area cities and the peer and aspirant cities. A smaller population suggests people leaving or an aging population. This KPI should be used with residential vacancies to monitor real-time changes in the age of the local population and the upcoming strains local employers face when finding employees.

Total Business Counts and Mix: When using a targeted-industry strategy, monitoring both changes in the number of businesses (and employee counts) in industries of focus and supply-chain partners helps monitor progress toward being a place that attracts the targeted industries.

Hotel Occupancy Rate and Average Daily Rate (ADR): Working with Visit Vallejo and monitoring how local hotels and motels are doing on price and occupancy is an excellent way to monitor how tourists are looking at Vallejo as a place to stay overnight versus just coming for the day (for example, visiting Six Flags and then leaving at night rather than staying). These trends could inform a tourism strategy. This is a critical KPI, as rising ADR and occupancy rates tie to taxable sales and more transient occupancy tax (TOT) revenue for the City of Vallejo.

Grant Funding Deployed: Grant funding needs to be a focus of regular activity for the City of Vallejo's Economic Development Department. Vallejo's socioeconomic history and current situation qualify for funds to revitalize local areas and address diverse populations' needs. Grant funding can also help specific projects continue to move forward after American Rescue Plan Act (ARPA) funding runs out in year 1 of Cycle 1 of the economic development strategic plan.

COMMUNICATIONS PLAN

The communications plan below was developed through reaching out to Vallejo residents and businesses. EFA's outreach across Vallejo was part of the assignment to understand Vallejo's economic, political, and social opportunities and concerns. This effort involved understanding and learning about the current methods and platforms used by Vallejo's Economic Development Department and Vallejo's Communications Division (City Communications) to engage with businesses, residents, and external stakeholders. The insights gained were then used to recommend communication strategies to support Vallejo's economic development efforts. This section uses information gathered during that outreach process, including data our team generated from Vallejo's recent past regarding city communications about Vallejo as a place to do business, infrastructure to communicate, and public reactions since 2012.

WHAT WE LEARNED: DISCOVERY OVERVIEW

We gathered feedback on preferred communication methods and Vallejo's challenges and opportunities toward 2030. We received input from approximately 200 individuals, including leaders of companies and nonprofits, residents, workforce and economic development partners, and elected officials. The survey questions and interview guide used in this research are in the Appendix (the Appendix section is called "Facilitating Community Outreach, Voice and Expectations"), which draws from our extensive experience in similar projects.

The following summarizes what our team learned after speaking with over 300 people who work or live in Vallejo. These data points summarize feedback from our conversations, group meetings, and gatherings with residents throughout Vallejo from July 2022 to May 2023.

Assets: Vallejo's Economic Development Department has the tools and expertise to support a strong communications strategy

The following are not statements of fact. They are summaries of opinions we heard in interviews and town hall meetings with city council members.

- Main media: MyVallejo, Vallejo Weekly, Facebook, and Nextdoor are popular media platforms and tools on which residents rely to learn about what is happening in Vallejo.
- Vallejo residents are engaged, optimistic, and protective of their home community.
- Vallejo's location, diversity, weather, and unique assets can be leveraged to design positive messages.

Challenges: several factors or negative perceptions must be overcome

The following are not statements of fact. They are summaries of opinions we heard in interviews and town hall meetings hosted by city council members during April and May 2023. Two key causes may be creating themes in these opinions: (1) high turnover in key city government staff positions and (2) a need to augment communications from the City of Vallejo government and elected officials about new initiatives and progress (Mare Island's future is a good example).

- City government inspires little confidence in efficiency, performance, and leadership.
- The City of Vallejo is not considered transparent or business-friendly.
- Leadership is seen as reactive, lacking vision, and having conflicting goals among city councilmembers.
- Residents and businesses are concerned about the level of municipal services in terms of crime, response times, road quality, and homelessness.
- The public is impatient with job and business progress on Mare Island.
- Families and businesses are hesitant about moving to Vallejo due to its low-performing public education system, which undermines the city's prosperity.
- Vallejo, other than Mare Island, is perceived as being built out in terms of commercial and residential development, and the existing commercial real estate stock is antiquated and may remain vacant for decades.

Vallejo As a place for business, Opportunities to share with broader audiences

The following are not statements of fact. They are summaries of opinions we heard in interviews and town hall meetings with city council members.

- Vallejo's location in the Bay Area offers proximity to major consumer, recreation, and entertainment markets.
- The downtown and waterfront areas can attract more visitors and residents with a more focused and aggressive visitor strategy.
- The Ferry Terminal is a unique regional asset that, if correctly leveraged, can have a tremendous economic impact on downtown Vallejo and the city.
- The diversity of the city's population could be celebrated more with multicultural events and spaces.
- Three higher-education institutions in the city offer training opportunities for residents that can help prepare local workers, including people who currently work outside Vallejo.
- The Solano 360 project can transform North Vallejo but needs to begin meaningfully. While this is a county project beyond the city's control, it will heavily impact Vallejo, and the city should continue to be an influential partner in the project.

COMMUNITY OUTREACH STRATEGY, CYCLES 1 AND 2

In the future, Vallejo's Economic Development Department must be proactive and consistent in its communications strategy and be efficient with resources. This means partnerships whenever possible. Vallejo's Economic Development Department should view future communications as part of a broader marketing strategy rather than simply municipal, public-service communications. Given the capacity constraints of the City of Vallejo's communications workers (the City Manager's office has five (5) communications employees in 2024 to cover all city needs), our recommendations assume expanding partnerships with regional chambers, Visit Vallejo, and employers, and the County of Solano when appropriate, and more staffing as possible.

Current Assets for Vallejo's Economic Development Department Communications	Recommended Investments
• MyVallejo, the city's main website, using Bang the Table as a vendor • Media and video partnering with city PIO • Engagement on social media through the City PIO office • Vallejo Weekly	• Video editing and production • Dedicated social media content lead • Customer Relationship Management (CRM) software • Chat boxes for engagement with the community

Vallejo's Economic Development Department communications should be consistent, fact-based, and provide a vision for the city's economy:

- Vallejo must overcome negative perceptions by increasing the number of positive stories in all media.
- Vallejo must use consistent, regular messaging using the city's vision for Vallejo as a place to do business and honestly reflecting on changes that may affect the city's public perceptions.
- Such communications must support Vallejo's competitive position regionally.
- Communications may need to change for different audiences and how local actions affect that audience. For example:
    - impacts new businesses have on the local economy (revenue, jobs, increased wages);
    - impacts new revenue from more visitor spending supports local businesses, taxes, and eventually city services for local residents and employers;
    - new businesses with Vallejo-based ownership or help diversify city retail or service options for residents.
- Communications should include video and local employers as much as possible.

Going forward: Audience-specific action steps

Every audience has different needs and expectations. Each requires distinct, unique messaging using preferred and most effective media. Our recommended actions aim to elevate Vallejo as a place to do business in front of regional press, social media, and local residents. Table 6 gives an overview of the communications plan, with more detailed descriptions of activities for engaging each audience.

Table 6: Summary of the City of Vallejo Communications Plan

AUDIENCE	OBJECTIVE	ACTION ITEMS
LOCAL EMPLOYERS	Build trust through a collaborative and broad approach to providing business assistance in partnership with private-sector business groups	• Promote and prove a "no wrong door" approach for businesses seeking services and assistance from the City of Vallejo, e.g., customer service and cross-trained front-counter staff; an online inventory of local programs and service providers • Partnering with regional chambers and other organizations, check in on small businesses; identify possible assistance needed • As staff capacity permits, personally visit larger employers and identify potential assistance Vallejo Economic Development can provide • Declare ten months of the year specific "industry" months in City Council and visit businesses in those industries annually
RESIDENTS	Rebuild public confidence in city government and create public support for economic development	• Attend regularly schedule council community meetings to hear from and communicate directly with residents • Hold periodic district events hosted by elected officials to hear feedback (town halls, e.g.) • Semiannual surveys that focus on a specific topic or issue, e.g., shopping, dining, community events, recreation, using businesses in Vallejo
E.D. PARTNERS, BROKERS, DEVELOPERS, SITE SELECTORS, PROSPECTIVE NEW BUSINESSES	Manage perceived risks and negative perceptions associated with doing business in Vallejo	• Promote available sites • Create case studies that show how the City of Vallejo can generate wins for businesses, such as fast-tracking tenant improvement permitting, providing access to city-owned properties, connecting Vallejo businesses to customers from the ferry service, expanding access to broadband and downtown area as examples • Incorporate the City of Vallejo's economic development values and vision in all messaging
ELECTED OFFICIALS	Keep elected informed and engaged to receive ongoing support for economic development initiatives and programs	• Regularly report progress toward goals and key performance indicators, what is working, what challenges exist, and what proactive measures are being taken in check-in meetings and public meetings.

Audience: Local Employers

Vallejo's Economic Development Department is committed to a proactive approach. Constantly ask: what challenges are current and potential businesses facing that we, or another City of Vallejo department, could potentially resolve? Successful business outreach programs are those that foster collaboration, such as partnerships with local and regional business assistance providers and chambers of commerce.

The City of Vallejo particularly values its partnerships with regional cultural chambers. These alliances enable the city to reach business owners from diverse backgrounds and create culturally-sensitive messaging, promoting diversity in business ownership and markets. An established relationship with existing employers provides an early warning system if local employers require assistance with issues that constrain company growth or expansion efforts. If the City of Vallejo and partner organizations are not readily available and able to help local businesses, these businesses might leave or not expand locally.

In Cycle 1 of this plan, the City of Vallejo can partner in current efforts and build a foundation for more employers and industries throughout Vallejo. Communications in Cycle 1 need to show that Vallejo is regionally competitive by supporting current private-sector efforts. In Cycle 2, communications can shift to propelling Vallejo to the "top of wallet" regarding site-selector choices for investing in Vallejo. New investments create stories and show private-sector vision.

As of 2024, Vallejo is not ready to put a business attraction strategy into action; Vallejo's Economic Development Department first needs to focus on current projects and consider what assets the City of Vallejo has to engage in economic development as a partner; projects are underway (e.g., Mare Island Company), and we have recommended a citywide capital-facilities plan to identify more assets that could help catalyze economic development within Vallejo.

What We Learned: Employer Surveys and Interviews

Local employers should be viewed as Vallejo's commercial "residents". We used a business survey (see Appendix for Tasks 2.1-2.3, Communications Plan and Messaging) to gather information and opinions from the regional employers. Some survey results are summarized here. Other survey comments inform city staff on the business community's attitudes and opinions.

EXAMPLE: THE CITY OF ROHNERT PARK IN SONOMA COUNTY IS A REGIONAL EXAMPLE OF GOOD PLANNING AND EXECUTION FOR A HOMELESS POPULATION USING REGIONAL PARTNERSHIPS, INCLUDING HOW TO COMMUNICATE ABOUT THE HOMELESS POPULATION IN COMPASSIONATE WAYS.

These are opinions, not statements of fact, but suggest where more communication may be needed.

- Businesses want a larger volume and better quality of municipal services regarding police response, general public safety, road quality, and reduced visibility of the homeless.

- Employers generally believe Vallejo can become a first choice in doing business regionally, but the City of Vallejo needs to provide better public safety and more business assistance.
- Vallejo's location, Mare Island, and the Ferry Terminal are all recognized as unique assets.
- Permitting processes are slow, and fees exceed those in other Bay Area cities.
- The City Council needs to be more business-friendly, visit businesses more often, and provide pathways for permitting, especially for big projects and employers.
- BIPOC businesses must be embraced by the City Council to support diversity.

Communication Plan for Vallejo Businesses

OBJECTIVE	Outreach focuses on building trust with local employers and solving problems.
MESSAGE	Vallejo employers enjoy a "no wrong door" approach when seeking assistance. Vallejo's Economic Development Department unit and front counter staff should have a customer-service attitude, solve problems for applicants, and navigate them to solutions or to the applicant's inability to complete the project.
EXPECTED OUTCOMES	• Vallejo's Economic Development Department is top of mind to help local businesses • More businesses staying and expanding in Vallejo • Demonstrate to external audiences that the City of Vallejo continues to care about a business's success long after its grand opening • An efficient team that is well-informed and effectively creates solutions
ACTIONS	• Create an employer database including (at a minimum) contact information for key management personnel; update through continued contact and annual full update • As staff permits, establish regular visitation schedule to employers, partnering with regional chambers and workforce development, based on industry "months" • Conduct an annual short e-survey to check in with employers to identify workforce, training, financing, or other needs or concerns • Establish follow-up procedures when Vallejo's Economic Development Department is asked to help a business and communicate what was done to help • Encourage employers to subscribe to MyVallejo and Vallejo Weekly as part of information sharing and outreach about new programs and progress • Use MyVallejo to reach out to businesses periodically in partnership with chambers (e.g., Black-owned business outreach should partner with Solano County Black Chamber of Commerce as the lead) • With the employer's permission, use MyVallejo, Vallejo Weekly, and social media to share good news and congratulate businesses on hirings, physical expansion, new markets, products, services, or technology
RECOMMENDED IMPLEMENTING PARTNERS	City of Vallejo Economic Development Department (lead) and PIO Chambers of commerce Workforce Development Board of Solano County Solano County Small Business Development Center Community colleges and local universities
INITIATE	Within the first 180 days of Cycle 1

Audience: Residents

The support and confidence of Vallejo residents are critical for establishing trust and optimistic perspectives on Vallejo's Economic Development Department activities. Vallejo's residents must also be realistic about what Vallejo's Economic Development Department is doing to help local businesses and residents.

It will take time to achieve goals. Our team found in our town hall gatherings that although comments in surveys generally took a negative tone about current conditions, residents were optimistic about Vallejo's future. During the planning process from July 2022 to April 2023, our team conducted surveys and listening sessions with residents to obtain feedback and develop a habit of soliciting residents' opinions on specific activities to help inform Vallejo's Economic Development Department.

OUR RESIDENT SURVEY CONSISTED OF FIVE QUESTIONS.

1. HOW DO YOU DESCRIBE VALLEJO TO PEOPLE YOU MEET?
2. WHAT MEDIA DO YOU USE TO KEEP UP TO DATE WITH WHAT'S HAPPENING IN VALLEJO?
3. HOW DO YOU ENJOY SPENDING YOUR FREE TIME IN VALLEJO?
4. IF YOU SHOP OUTSIDE OF VALLEJO, WHAT ARE THE PRIMARY REASON(S)?
5. WHAT ARE TWO SIGNIFICANT, POSITIVE CHANGES THAT HAVE OCCURRED IN VALLEJO OVER THE PAST 10 YEARS THAT HAVE HELPED THE LOCAL QUALITY OF LIFE?

It is essential to obtain responses from a cross-section of local residents in different parts of Vallejo. To encourage participation, surveys were intentionally kept short and anonymous. The primary identifying information we requested was the council district in which residents lived.

What We Learned: Residential Surveys and Meetings

We used residents' surveys and group meetings in different parts of Vallejo to generate ideas and opinions. Thematically, our team made the following conclusions:

- Vallejo has the potential to be a place for doing business, primarily in downtown and waterfront areas.
- Mare Island can be a regional standout for tourism and jobs, but residents want change, particularly economic change, throughout the city.
- Residents' safety is a concern regarding where they choose to shop and play in Vallejo and where they go when visiting other places regionally.
- Facebook and Nextdoor are popular ways that residents use to find out what is going on in Vallejo, along with city council meetings, newspapers, and Vallejo Weekly.
    - How active a role City Communications should take means more staff time, but could spread more positive messages as available.
- Residents want more information about what is happening throughout Vallejo (Mare Island, Solano 360) and other projects and changes throughout the city's main business districts.
- The two main reasons people live in Vallejo are the climate and proximity to the Bay Area.

Communication Plan with Vallejo Residents

OBJECTIVE	Rebuild public confidence in city government, create public support for economic development, and change conversations from complaining to celebrating.
MESSAGE	Positivity, performance, inclusivity, realism, placemaking
EXPECTED OUTCOMES	• A well-informed, engaged, and supportive community that understands that placemaking support and public services directly depend on a strong local economy • Constructive public engagement that moves from awareness to engagement • Continued and improved community pride in Vallejo
ACTIONS	• Continue holding periodic community meetings in each council district. Combine districts as appropriate. Gatherings can be informal, “Coffee with the Council” events • There should be a maximum of three (3) elected officials per event. Moving locations among the districts makes events more accessible to residents, especially those with mobility challenges • Encourage ongoing public participation via enhanced and more frequent use of MyVallejo and Bang the Table tools • Build subscriptions to Vallejo Weekly as a critical medium to inform the public on economic development progress, projects, and events • Use data and case studies to demonstrate how the city is progressing and moving forward with plans and initiatives • Publish a Quarterly or Semi-Annual Update in the Vallejo Weekly that reports on KPIs and showcases Economic Development Department accomplishments • Increase positive Facebook messaging and links to the Weekly
RECOMMENDED IMPLEMENTING PARTNERS	City of Vallejo Economic Development and Public Information staff Chambers of commerce Community-based organizations that have networks with residents throughout Vallejo
INITIATE	Second 180 days of the First Year of Cycle 1

Audience: Economic Development Partners (Commercial real estate Developers, Site Selectors, Property Owners, Commercial Real estate professionals) and Prospective Businesses

During Cycle 1, a significant objective is to shape conditions for new and expanding businesses to choose Vallejo. Business location decisions depend on much more than available real estate. The illustration on the right shows the various metrics evaluated in a company site-location decision process. Collectively, these factors confirm or deny that a community is suitable for corporate investment. For example, competitive communities offer:

- community-wide consensus on the vision, goals, and support for economic development that is demonstrated by community investment
- use Location One software to market and track key properties, especially city-owned parcels and buildings in terms of use, leasing or potential sales
- a transparent regulatory environment and the ability to demonstrate the path to development and estimate operating costs
- a sufficient labor supply and proof that a pipeline of workers is available so that businesses will be able to attract the talent they need both now and into the future
- sites, buildings, and business parks that are market-ready have reliable and modern infrastructure and controls in place to prevent undesired development nearby
- the quality of amenities that help employers attract and retain workers and professionals, e.g., investments that support health and safety, housing options, high-quality education, and cultural and recreational options

A specific audience—a mixture of commercial real estate professionals, land developers, site selectors, and other economic development partners—should become close allies in Cycle 1 and proponents of Vallejo as a place for doing business in their communications. For Vallejo's Economic Development Department, the ability to identify and present solutions for clients' and owners' unique needs effectively elevates Vallejo's economic development efforts daily. Needs and possible solutions may include assistance with site development, tenant improvements, permitting, and local supply-chain partners. Commercial real estate professionals and property

owners are critical partners in Vallejo, including the Mare Island Company on Mare Island and Industrial Realty Group (IRG) for the Solano 360 (as of March 2024).

Our team's discussions with this audience generated the following opinions and perceptions. These are not statements of fact, but are a summary of how this audience viewed Vallejo in 2023:

- Mare Island is seen as the most desirable place in the city to locate; outside Mare Island, the city has little space for new residential real estate (with exceptions on the waterfront and parcels near I-80 and the city limits as of June 2023)
- Industrial space is a competitive market, but Vallejo's lease prices are relatively low regionally due to perceptions of low-quality spaces

Source: City of Vallejo

- Office space is less competitive, as demand has sagged regionally in the wake of the pandemic
- Vallejo's commercial real estate is perceived as generally older and has lower class spaces than elsewhere regionally (Vallejo's office space stock is dominated by Class B or C spaces)
- Downtown Vallejo has urban blight and lacks vibrancy, with few "last-mile" access options from the Ferry Terminal to downtown
- High crime rates and low-quality schools fuel negative perceptions, discouraging new businesses from coming to Vallejo
- Vallejo's Opportunity Zones are unique assets (Fairfield has the only other Opportunity Zones in Solano County; but (1) the Opportunity Zone program is now close to sunsetting and is federal, not state or local; and (2) a parcel being in an opportunity zone is not generally a deciding factor in locating or expanding businesses
- The city has dilapidated homes and commercial properties, which could be renovated or revitalized with grants or federal or state funding programs (examples include Community Development Block Grant (CDBG), Neighborhood Stabilization Program (NSP), Main Street Economic Revitalization Grant, Veteran Home Repair & Modification Pilot Program, Community Catalyst Building Remediation Program)
- Commercial centers are disconnected (northern Vallejo is not connected to downtown or waterfront areas), and Mare Island remains an "island" with only two connections to the mainland. Water taxis or dedicated bus service to move to and from Mare Island could be seen as an asset for employers and merchants on both sides of the Napa River

Communications Plan with Economic Development Partners

OBJECTIVE	Overcome perceived risks and negative perceptions about Vallejo and demonstrate why Vallejo should be the first choice as a business location in the Bay Area.
MESSAGE	The city has assets—available space, workforce, and programs—that benefit owners and employers; use testimonials and documented progress Establish industry-specific value propositions and key messages which will become critical during the business attraction activities in Cycle 2
EXPECTED OUTCOMES	• Recognition that Vallejo is unique, a viable and competitive alternative to Bay Area locations • Assist efforts and interest in Mare Island development opportunities • Increased inquiries and development activity throughout Vallejo
ACTIONS	• Host regular working groups with economic development regional partners to solidify messaging and marketing strategies. • Lobby for and support efforts to improve safety in the city; acknowledge the problems while publishing and promoting all good news items and the small steps that are being made to address the issues. • Regularly call and visit local and Bay Area commercial real estate professionals; host semi-annual or annual roundtables and tours in Vallejo • Communicate regularly and directly with Bay Area commercial real estate networks to show progress on the waterfront, downtown, Mare Island, and other commercial centers throughout Vallejo, including broadband projects • Use MyVallejo and Vallejo Weekly as news outlets for the broker audience • Follow and interact with the regional commercial real estate community on social media Establish value proposition, messages, and proof points that answer: "*Why your business should locate in Vallejo instead of anywhere else*." (Samples in Appendix, Communications Plan and Messaging)
RECOMMENDED IMPLEMENTING PARTNERS	City of Vallejo Economic Development Department (lead) Economic Development Commission (Vallejo EDC), City of Vallejo Solano County Economic Development Corporation Chambers of Commerce
INITIATE	First Year of Cycle 1 (2025)

Audience: Elected Officials, City Staff, and Economic Development Commission

As of 2023, Vallejo's Economic Development Department reports to elected officials in Vallejo and the city's appointed Economic Development Commission (Vallejo EDC, formerly Economic Vitality Commission) quarterly. Vallejo EDC is an appointed body of residents and business people in Vallejo, with meetings scheduled bi-monthly. Vallejo City Council meetings are monthly, with no meeting during July as of 2024).

Source: City of Vallejo

Elected officials and Vallejo EDC members should be asked to join Vallejo's Economic Development Department in business visits in partnership with one or more regional chambers of commerce. Video and photo recordings of those visits can be used as communications assets. These reports and conversations should focus on three critical things:

- Remain positive and realistic about Vallejo as a place to do business; the planning cycles are meant to build foundations for the long-term success of the city economy, and big wins will be due to partnerships, luck, and timing, more than anything else (they should not be expected in the short term), where multiple small wins should be the focus.
- Recall economic development goals so each meeting begins with those goals in mind.
- Leave participants with a "success story": here is what businesses in Vallejo showcase and what Vallejo wants to be now and in the future.

What We Learned: Elected Officials, Appointed Officials and City Staff

We spoke to every elected official in Vallejo, including a subset of Vallejo EDC members and key city staff. Their opinions and foresight helped generate our conclusions and shaped our recommended actions.

- Location, weather, and proximity to markets are all selling points for the City of Vallejo as a place to do business; public safety is a major issue
- Measure P, passed in 2022, should provide more financial resources and relief from budget pressure in specific areas of need, including infrastructure, homelessness, safety, etc.
- State Highway 37 is increasing its capacity to two lanes in each direction, as well as being heightened in some areas, and could provide jobs to Vallejo residents and revenues to Vallejo merchants through 2030, also providing more regional access to Vallejo after completion

- During construction, traffic conditions are likely to be somewhat worse than in recent years, especially westbound from Vallejo, based on current commuting patterns
- There are other opportunities for persuading commuters to view Vallejo as a place to shop and to stay while driving support for targeted industries
- Mare Island exit from State Highway 37 is critical to the future development of Mare Island
- Mare Island needs to be developed and can be a regional asset in the city's economy.
- Solano 360 needs to start and provide resources, including new housing.
- Local employers must work with the diverse population and education institutions to enable Vallejo residents to achieve social mobility.

Communications Plan with Elected Officials and Vallejo EDC

OBJECTIVE	Update the City Council on progress toward achieving economic development goals. Provide updates on significant projects outside the direct control of City Vallejo's Economic Development Department (e.g., Mare Island Company, Solano 360). Build confidence in the business community.
MESSAGE	Regular reporting on activities, key performance indicators, and successes Report on challenges and requests of the City Council in terms of issues it should foresee and progress on initiatives in the city economy Cycle 1: pilot project successes and lessons Cycle 2: business recruitment-businesses considering locating in Vallejo
EXPECTED OUTCOMES	• A more fully informed council and residents • Time during public reports for community feedback, as well as getting business owners to the meeting to tell their stories • Ongoing support and funding allocated for economic development initiatives and programs
ACTIONS	• Regular update reports at council meetings become stories elected officials tell • Councilmembers have data from presentations at public meetings in each council district about current initiatives that support economic development • Councilmembers understand data on KPIs, progress towards goals, and economic development educational materials (e.g., the economic impact of different industries)
RECOMMENDED IMPLEMENTING PARTNERS	City of Vallejo Economic Development Staff Regional chambers and employers
INITIATE	First 180 Days of Cycle 1

FUTURE ISSUES THAT AFFECT VALLEJO

Vallejo's Economic Development Department needs to consider how changes may affect the strategy and how those effects may shift when Cycles 1 and 2 start and end. The issues identified below are samples of what our team believes could affect Vallejo and this plan's evolution until 2030.

Cycle 1 is likely a time of slower economic growth and transition.

- Forecasts for California and the United States from 2024 to 2027 point to slower income growth and jobs, with relatively high inflation and interest rates compared to 2011 to 2021.
- The presidential election results may create changes in state and federally elected officials during Cycles 1 and 2 due to term limits and retirements.
- A slower economy might be beneficial for Vallejo as businesses and residents look for lower-cost opportunities in the Bay Area, especially in places with unique assets and transportation links that prepare for better economic times after 2027;
    - One action Vallejo can take is to start looking at Bay Area leaseholders that may have leases coming up and want to divest but remain close to the core labor force/amenities in the core Bay Area (San Francisco), where Vallejo provides lower-cost footprints with similar amenities (broadband, ferry services, access to Interstate 80 as examples).

An aging demography and slower population growth

- Vallejo (like Napa, Sonoma, and Marin counties) has had a population in decline since 2017 as well as older (and, among those age 25 and over, more educated).
- The Bay Area is projected to have slower, if not negative, population growth by 2050.

An energy race on the technology side: renewables/hydrogen

- State and federal funding is coming for renewable energy sources and businesses.
- These may include science and product manufacturing jobs focused on climate change.

Two lanes in each direction on State Highway 37

- The expansion of State Highway 37 enables more movement to and through Vallejo, with an expansion in the number of potential visitors to Vallejo.
- State Highway 37 is important to ensure the off-ramp and general infrastructure can support traffic for future development in jobs and housing.
- Vallejo residents may find jobs during this construction effort close to home and improve long-term transportation linkage to higher-income employment centers to the west.

Mare Island and Other Parts of Vallejo: Cooperation

- Vallejo's Economic Development Department must partner with the Mare Island Company in its commercial development effort, specifically by creating paths to a faster permitting process and linking growth on Mare Island to the mainland (downtown and waterfront).

- Other efforts in Vallejo (Blue Rock Springs, Waterfront, Downtown, for example) will need similar services from Vallejo's Economic Development Department and similar links to broader commercial activity throughout Vallejo.

PILOT PROJECTS, GOALS AND ACTION STEPS

Using the data gathered and our team's experience, this section recommends specific actions to be taken by Vallejo's Economic Development Department and the City of Vallejo based on available ARPA, Measure P, and other sources (grants, for example) funding as initial investments in these projects. This section describes the rationale and connections to this plan's goals for the projects considered "Highest Priority."

RECOMMENDED PILOT PROJECTS AND RATIONALE

Highest Priority	Other Projects For Cycles 1 or 2
• Citywide capital-facilities Master Plan • Pop-up ferry events: Watch for significant events to coordinate and include flea markets, pop-up retail, and food trucks at these events, and coordinate with other significant events when possible and to also increase ferry use at Vallejo Terminal • Seed a revolving loan fund or grants for small business • Marketing Plan for Vallejo as a place to do business • Shop-Local Campaign Support	• Arts downtown or along the waterfront, including live events with Vallejo-raised or Vallejo-based artists • Software license renewal and training • Security equipment for businesses • Communication boards/advertising throughout downtown and waterfront • Vallejo entrance signs • Create recruitment materials for businesses Vallejo wants to see • Attend conferences and events to recruit and educate others, foster relationships, and tell positive stories • Waterfront and Downtown Beautification Plan • Mare Island Beautification Plan

Rationale: The highest priority projects enable Vallejo to start this plan quickly (in the first 90 days of Cycle 1), build momentum, and generate visible activities that tell stories. Because Cycle 1 primarily builds foundations for Vallejo's economic future, each potential pilot project is meant to show support for local businesses and showcase how Vallejo's Economic Development Department and the City of Vallejo can engage in broader, regional partnerships. Also, for each pilot project recommended and considered by Vallejo's Economic Development Department staff, City of Vallejo management, and City Council, we provide connections to how the community (Vallejo residents and businesses) provided feedback that helped shape the final

recommendations. The key is supporting Cycle 1's goals and building a foundation using the remaining ARPA funding.

Potential EXTERNAL Funding Sources to Complete Unfunded Initiatives

Funding Source and Type	Project Types	Maximum funds available	Match funds required
Board of State and Community Corrections–Grant, Organized Retail Theft Prevention Grant Program	Help local law enforcement prevent and respond to organized retail, motor vehicle accessory, and cargo theft	$15,650,000	0%
Building Pathways to Infrastructure Jobs US Department of Labor–Grant	Develop/Implement Local/Regional Worker-Centered Sector Strategy Programs; or Scaling Effective Worker-Centered Sector Strategy Programs.	$2,000,000	15%
CA Arts Council–Grant, Arts & Cultural Organizations General Operating Support	Support for arts or cultural programs (linked to pilot projects)	$30,000	100%
California Energy Commission–Electric Vehicle Charging Infrastructure: Clean Transportation Program	Renewable energy, Manufacturing	$35,000,000	50%
Community Development Block Grant (CDBG) US Department of Housing and Urban Development–Grant	Economic Development Assistance	$1,500,000	Varies based on grant (contact Shekinah.Echols @hcd.ca.gov)
Community Economic Resilience Fund (CERF)–Grant	Economic Development Support	$6,000,000	50%
Department of Energy (DOE) - Small Business Innovation Research (SBIR) And Small Business Technology Transfer (STTR) Programs	Product or service commercialization and meet specific DOE mission-specific R&D needs. Includes technology transfer from universities	$300,000,000	0%
Economic Development Administration (EDA)–Grant for the loan fund Go Biz: Revolving Loan Fund	Capitalize or recapitalize lending programs that assist borrowers who would not be able to access traditional bank funding	$2,000,000	0% is required and is likely more competitive if 50% is the minimum.
Economic Development Administration (EDA)–Grant, Public Works	Assistance on public works	$30,000,000	0%
Food Chain Guaranteed Loan Program–US Dept of Agriculture Guaranteed Loan	Food manufacturing	$40,000,000	0%, because it is a "loan" that USDA guarantees
Grants for Arts Projects National Endowment for the Arts (NEA)–Grant	Focus on Downtown Arts, especially in diverse communities	$100,000	100%
Our Town National Endowment for the Arts (NEA)–Grant	"Placemaking" grants	$150,000	100%

Citywide capital-facilities Master Plan

Funding Estimate = $95,000

This pilot project provides the City of Vallejo with an analysis and plan to consider using city-owned facilities throughout Vallejo (concentrated downtown but throughout the city) as economic and fiscal development assets. Being city-owned, zoning flexibility can occur within the city's administrative structure and allow flexibility with the City of Vallejo as a landlord or selling to a partnered developer or owner that would either rehabilitate the property or build on vacant land as part of the downtown-specific plan. That plan would coordinate a vision of Vallejo using city-owned properties as economic development catalysts and begin a cycle of new ownership and shared vision.

The plan would involve coordinating capital facilities owned by the City of Vallejo, including their best use. Such a plan should also provide a way to view the expenditures on those properties for their utilization, maintenance, or both. A cost-benefit analysis of selling or changing each property's utilization (perhaps zoning) should also be included.

Source: Solano Open Space

How does this pilot project contribute to Vallejo's Economic Development Department goals?

This pilot project begins to catalyze areas near current city-owned properties by considering changes that would become new partnerships for economic development. Because cities have few financial levers to provide incentives to developers or potential new businesses to locate in a city, one way Vallejo's Economic Development Department can offer competitive incentives is to provide unique opportunities as a partner. This could range from zoning changes on a city-owned property that has become a new private-sector business. In coordination with Vallejo's downtown-specific plan, city-owned properties can be examples of where Vallejo wants to go regarding beautification, the arts, and new experiences in downtown Vallejo. Over time, this can increase customer volume for all businesses in downtown Vallejo, the waterfront, and other parts of Vallejo.

Connections to Community Comments:

Our meetings with Vallejo's residents and businesses suggested that revitalizing downtown, coordinated with ferry service and a beautification process, would draw visitors and customers from across the Bay Area. Such an effort would use Vallejo's unique assets as one.

Pop-up Ferry Events: Link to Major Events and Downtown Businesses

Funding Estimate = $32,000

Using the ferry terminal to hold events can showcase Vallejo-based merchants and opportunities, and the Ferry as a unique asset for Vallejo's employers. This project shows how the ferry terminal can be a business gateway linking commercial developments to economic benefits across Vallejo during Cycle 1.

EVENT EXAMPLES

"SHOP VALLEJO" CAMPAIGN – INCREASES SALES AND REVENUE OF LOCALLY-OWNED BUSINESSES AND ENTREPRENEURS AND EDUCATES CONSUMERS ABOUT THE ECONOMIC AND SOCIAL BENEFITS OF BUYING LOCAL.

"TASTE OF VALLEJO" – ENGAGE WITH LOCAL RESTAURATEURS TO OFFER FREE SAMPLES OF THEIR SPECIALTIES AND PROMOTE THE DIVERSITY OF THEIR OFFERINGS

"GET BUSY DOWNTOWN" – BUILD AWARENESS OF THE RESTAURANTS, SHOPPING, ARTS & CULTURE, EVENTS AND ACTIVITIES IN DOWNTOWN VALLEJO

"REDUCE YOUR COMMUTE" – PROMOTE THE DIVERSITY OF EMPLOYMENT OPTIONS IN VALLEJO BY PARTNERING WITH LOCAL WORKFORCE DEVELOPMENT AND EMPLOYMENT AGENCIES TO SHOWCASE JOB OPENINGS AND SALARIES

Funding for this project pays for (among other things):

Source: City of Vallejo

- Include flea markets, pop-up retail, and food trucks at these events (with a focus on Vallejo-owned businesses),
- Coordinate with other significant events when possible to increase ferry use at Vallejo Terminal
- Police services, including overtime at the ferry terminal for safety
- Enhanced trash and recycling facilities for the event
- Infrastructure for Vallejo merchants (tent and table rentals) to organize and prepare for customers at this event
- Power sources, perhaps mobile solar, for the event
- Advertising, in partnership with the regional chambers, it is essential to include cultural businesses in this event and also not to market it solely to ferry riders
- Lighting and cameras for return trips during night games to help passengers and perhaps generate more interest in retaking the ferry from Vallejo.

Events at the ferry terminal should focus on businesses headquartered in Vallejo to showcase locally-owned merchants. The event should be marketed as a partnership among Vallejo's

Economic Development Department, regional chambers, the City of Vallejo Police, the City of Vallejo Public Works, and the County of Solano Sheriff's Department—all working together to showcase local businesses.

How does this pilot project contribute to Vallejo's Economic Development Department goals?

- Public safety is a crucial factor, so the success of this event becomes a story about Vallejo turning a public safety corner and helping local businesses simultaneously. Having a visible police presence ready to help attendees and maintain order is critical for establishing good relations and success on which to build in later events
- Focuses on Vallejo's businesses to send a signal about business retention and showcasing what Vallejo has to offer to visitors who live in the region and come to use the ferry
- Capitalizes on a unique asset in Vallejo north and east of the core Bay Area for economic development.

Connections to Community Comments:

During our interviews and residential gatherings, Vallejo's Ferry Terminal and Downtown/Waterfront areas were seen as places of "potential" but of little, consistent commercial activity. This pilot project can also address the visibility of Vallejo's Economic Development Department efforts to generate better communications about Vallejo-based businesses, engage the regional cultural chambers in events that showcase local businesses and provide an event for the regional community to see what Vallejo offers, and also providing residents more reasons to come to the Ferry Terminal, Downtown, the Waterfront and patronize local merchants.

Marketing Plan for Vallejo as a Place to Do Business

Funding Estimate = $100,000

Vallejo should pursue ways to market itself as a place to do business and understand the competitive marketplace in which it exists. Like many other suburban areas in the Bay Area, Vallejo directly competes with larger cities but also has some unique assets, such as its larger neighbors. Being a film location, given the diversity of downtown, Mare Island, and the waterfront may be attractive to studios. Understanding different incentives cities provide to new or expanding businesses and the utilization of city-owned property (see the "Citywide Facilities Plan" above, with which a marketing plan should be coordinated. It is essential that the City of Vallejo understands how it can use its unique assets and location to its advantage, especially with Mare Island developing and projects like Blue Rock Springs attracting more attention. Our discussions with local businesses and residents included many concerns over a lack of marketing for Vallejo.

Seed or expand a Revolving Loan Fund for Vallejo Small Businesses

Funding Estimate = $100,000

A revolving loan fund (RLF) connects local entrepreneurs to funding opportunities that normal bank-loan processes would not allow or "underwrite". Lenders generally know this missing market exists and may want to participate in a fund for such small business loans (microlending). Partnering and expanding this fund, perhaps as an investor, should be one of the first action items pursued in this strategic plan.[2] Such a fund can also accept and use grants and applicable government funding to enhance lending funds and nonprofit foundation and Community Reinvestment Act (CRA) funding that may not otherwise find a home in Vallejo.[3]

The fund cannot work without engagement by local lenders. A direct partnership by Vallejo's Economic Development Department using ARPA funding could attract interest from local financial institutions where seed funding is already in place. This kind of synergy gives lenders and the City of Vallejo a great story to tell about investment in the community's businesses, and this is a best practice for many regional economic development organizations.

When starting the process, a nonprofit organization called Working Solutions is recommended. Regional credit unions (e.g., SAFE, Travis, and Redwood) likely have foundations or other funding they are willing to provide. Working Solutions, SBDC, or a combination can offer potential applicants business coaching, planning, and loan underwriting support. This coaching is seen as a critical step in making these loans happen and be successful. Many potential business owners have ideas but lack business acumen.

How does this pilot project contribute to realizing Vallejo's Economic Development Department goals?

- Shows direct support for small, Vallejo-based businesses (the focus of the loan fund)
- Extends the "pathways" to entrepreneurship for local high schools and Solano Community College

[2] For Solano Economic Development Corporation (Solano EDC) has examples here: https://solanoedc.com/resources/business-financing/
[3] For more about CRA, see https://www.federalreserve.gov/consumerscommunities/cra_about.htm.

- Engages local lending institutions (banks and credit unions) as direct economic development partners, with funding they will spend elsewhere now being used in Vallejo.

Caveat: As with all loans extended, losses and subsequent business failures are an inherent risk. SBDC and Working Solutions have vital track records with local businesses regarding support but need to prepare for that outcome. On the positive side, community banks, credit unions, and larger banks have profits for which they need to use funds as part of their commitment to the Community Reinvestment Act (CRA).

Connections to Community Comments

Economic development is about providing resources to local businesses and residents. Our residential meetings suggested that Vallejo-centric funding opportunities for local businesses, predominantly Hispanic, Filipino, and African-American-owned firms, were lacking. The Solano Economic Development Corporation (Solano EDC) is soliciting funds from local lenders in 2023 (banks may use Community Reinvestment Act (CRA) funds, and regional credit unions may have foundations set up to give such donations) to fund an RLF for Solano County. Vallejo could engage in that effort or act as a local partner with a sub-fund solely for Vallejo-based businesses.

Source: City of Vallejo

SHOP-Local Campaign

Funding Estimate = $28,000

Downtown Vallejo remains a gateway to economic development throughout the city due to the current concentration of businesses and workers, but also where those using the Ferry are coming to or going from Vallejo and a place of current infrastructure to generate more businesses and more

Shop Local

Source: Visit Vallejo

buzz around working and playing in Vallejo. A shop-local campaign can provide more foot traffic and partnerships among businesses to offer visitors and locals unique experiences and advertise Vallejo as a place to do business. Such partnerships can be event-related and connected to the Ferry Terminal or to events on Mare Island that integrate changes on the Waterfront and Downtown east of the Napa River and Mare Island.

How does this pilot project contribute to realizing Vallejo's Economic Development Department goals?

- Recognizes downtown Vallejo as an economic engine that needs to be enhanced and ready for other changes in Vallejo's economy
- Provides incentives for locals and visitors to come to downtown Vallejo
- Provides incentives to partner and combine savings and visits for consumers
- Takes advantage of history and the natural flow of workers and visitors, adds to funding available for Vallejo's Central Core Restoration Corporation, and enables additional investment in downtown for economic development goals.

Connections to Community Comments

As we delve into the themes above, it becomes evident that the Downtown area of Vallejo, a compact space with immense potential, requires a concerted effort from both the private and public sectors to realize its full economic potential. It is crucial to clearly understand what a business improvement district does, as it plays a significant role in economic development throughout the city. Downtown is the main community gathering place and a unique ecosystem for small businesses and local entrepreneurs. The same level of transparency should be extended to the website, which currently needs updating.

Economic Development Action Items: Cycle 1

In this section, we present the crucial action steps outlined in the "Roadmap" in the Executive Summary of this plan. The next three years (2025 to 2027) are pivotal for this plan, laying the groundwork for Cycle 2 (2028 to 2030). The recommended action steps, detailed below, are tasks and a call to action for all stakeholders. A simple overview of tactics and potential outcomes follows them. These pragmatic, measurable corrective responses are designed to empower and improve Vallejo's economy.

In Cycle 1, the focus of goal achievement is building a foundation.

In Cycle 2, we look beyond the foundation laid in Cycle 1. The pivotal issue is not just moving forward but leaving Vallejo's past behind and setting our sights on a future of growth. This future is one of business attraction and expansion, a vision that should inspire us all.

Execute and assess pilot projects using the remaining ARPA funding as described above

Work with landlords and real estate professionals in different parts of Vallejo to increase commercial real estate occupancy or utilization

- Identify and solve problems to help increase commercial occupancy
- Prioritize high TRAs as much as possible in terms of new transactions
- Partner with local higher-education institutions to move more operations to downtown Vallejo (e.g., CSU Maritime and Anchor Center) to train Vallejo's high-school students
- Consider where Vallejo's federal opportunity zones include priority/best expansion sites for Cycles 1 and 2 as much as possible
- Determine the inventory of commercial real estate sites within the city limits in eastern and southern Vallejo and prioritize sites for economic development in Cycle 2

Host and chair two quarterly working groups of (1) regional chambers and Visit Vallejo/Hoteliers and (2) larger, locally headquartered, private-sector employers

- Plan and execute a cultural entrepreneurship event, with regional chambers and regional workforce and economic development (Solano EDC, SBDC) as sponsors/cohosts
- Define parallel roles for the chamber and Vallejo's Economic Development Department to the outside world through meetings and tasks that come out of the meetings
- Vallejo's Economic Development Department becomes a go-to change agent, solving problems and creating pathways for employer growth and success throughout Vallejo's economy
    - *Create a "concierge" service for targeted industries to navigate city permitting and other compliance needs (in partnership with city departments and staff)*
    - *Draw on regional chambers as critical information filters for general business issues, especially BIPOC-owned businesses*
    - *Utilize Visit Vallejo as a partner in regional travel initiatives; for example, Work with Visit Vallejo and the Solano County Film Office on a filmmaker "pitch package" and travel to film studios to test the package*
- Use quarterly meetings to gather and build evidence on how Vallejo's Economic Development Department and the City of Vallejo can be more supportive of local employers (the Cycle 1 focus is on the retention and expansion of current employers and private-sector projects underway)
- Use quarterly meetings to design a Marketing Strategy (new document using partnerships) for Vallejo as a place to do business, to be completed before the end of Cycle 1 (2027)

- *Create a travel attraction strategy within that marketing strategy, including input from regional and cultural chambers, with Vallejo as a gathering place for cultural events (African-American, Filipino, and Hispanic).*

Work with the City of Vallejo's Finance Department and Central Permit Center on:

- Explore revenue increases
  - *Pursuing city TOT adjustment to 12% from 11% (compared to the region, given targeted industries and foundational tourism assets and people flow)*
  - *Vallejo's Economic Development Department ask for some portion of change to provide parallel assistance to Visit Vallejo*
  - *Pursue the formation of a Community Facilities District (CFD) or an enhanced infrastructure financing district (EIFD) to optimize financial outcomes for City of Vallejo during revitalization and placemaking efforts*
  - *Study and consider increasing property transfer taxes*
- Construct an infill development strategy, especially along significant corridors
  - *Current corridors have older commercial spaces, but working infrastructure where incentives to locate in these areas, including opportunity zones, could help reinvigorate Vallejo's transportation portals as commercial spaces*
  - *Prepares for more economic activity as other spaces grow initially and more dynamically (Mare Island and north Vallejo)*
- Track progress of the city's taxable sales and Measure P changes during Cycle 1
- Reduce fees for tenant improvements specific to targeted industries, with downtown or eastern Vallejo locations as "development" or "occupancy" incentives during a two-year trial period, and observe any new activity
- Consider a commercial permitting ombudsman assignment for Vallejo Economic Development Department staff to assist with processes and provide more detailed attention to commercial applicants
- Consider hiring consultants to augment staffing when needed
- Reduce the cost of starting and growing businesses in Vallejo, including "fast-tracking" in terms of lower fees and time to decision by the city for permits
  - *Consider reducing fees for tenant improvements specific to a targeted industry or downtown or eastern Vallejo locations as "development" or "occupancy" incentives*
- Facilitate a single-permit process for utility and infrastructure work, given that utility work may be coming to Mare Island and other parts of Vallejo due to other efforts.

Engage regional media regularly with Vallejo-based business stories and communications of change in Vallejo as a place to do business:

- It is critical to change the narrative on doing business in Vallejo
- Prepare 5-6 businesses to tell their stories at all times (without repeating for two years) and use video as the primary medium of communications
    - *Establish individual "industry" months for ten months in the year (see below for ten significant industries based on 2021 data on Vallejo employment) and coordinate business visits and stories about that industry in that month*
    - *Partner with regional chambers to identify these 5-6 businesses in Vallejo for productions on a rolling basis and share assets with regional chambers*
    - *Create content 30-60 days in advance using equipment and space donated or owned by strategic partners (chambers/Visit Vallejo/Solano EDC).*

Develop a citywide, capital-facilities master plan and long-range property management strategy for maintaining and investing in deferred maintenance of existing city-owned assets based on the ROI:

- Compile an inventory of city-owned properties
- Consider changes in broadband using Vallejo's Internet Provider (VIP) for maintenance and marketing of available spaces as the City of Vallejo plans and makes decisions on spaces
- Deploy grant funding to prepare city-owned buildings for commercial utilization or support of workforce projects
    - *Entrepreneurship, maker spaces, art spaces, and test facilities for businesses in partnership with countywide SBDC, Solano Community College, and Solano Workforce Development Board.*

Search for and prepare to apply for nonprofit and government funding to support Cycle 1 action items:

- Seek grants that match Vallejo's needs for assisting new and expanding businesses located in Vallejo (Measure: the amount of grant funding that was gained and placed in use for supporting Vallejo-based businesses each year)
    - *Federal funding in terms of renewable energy, manufacturing, and social mobility*
    - *State funding may be smaller but is available for workforce development and infrastructure projects*
        - For-profit businesses may need funding to help with infrastructure, affordable housing, and other capital investment
        - Nonprofits and local education may need funding to help with infrastructure, workforce development, and homeless transition support

- *Nonprofit funding may also be available to pursue specific projects that help complete goals (primarily education/workforce development and health care).*

At the end of Cycle 1, assess progress quarterly using KPIs and report annual progress on action items that contribute to goal achievement:

- Set expectations for city council and city management concerning what Vallejo's Economic Development Department plans to do in each cycle.
- Quarterly report to publicly highlight achievements, planning progress, and challenges.

Mare Island and Blue Rock Springs offer various economic and placemaking opportunities. The main uncertainty concerns how these developments will ultimately come to fruition and how to connect them to other parts of Vallejo. Vallejo's Economic Development Department must remain in constant contact with these developers and provide solutions to problems to help Vallejo's economy take full advantage of what these developers and subsequent employers can make happen in these areas.

Economic Development Action Items: Cycle 2

Starting in 2027, Vallejo's Economic Development Department will hold work sessions with the City of Vallejo's Economic Development Commission (Vallejo EDC), the City Management, and the City Council on Cycle 1 progress to determine readiness for Vallejo's Economic Development Department to initiate Cycle 2 action items in 2027. Cycle 2 should start only if Cycle 1 yielded visible, coordinated benefits as a foundation for business attraction and expansion in Vallejo to begin in earnest. Important factors for the City Council to consider when assessing readiness for Cycle 2 implementation include funding, staffing, and completing Cycle 1 strategies. The following action items should be part of Cycle 2; affected targeted industries are in **bold**.

Prioritize business attraction and expansion in downtown and other Vallejo neighborhoods connected to other placemaking efforts underway

- Begin management of city-owned properties based on the facilities plan from Cycle 1, identifying parcels for business attraction and expansion effort (**Construction, Advanced Manufacturing, Software/Film**)
- Connect to infill development efforts underway, especially in significant corridors and eastern Vallejo, as economically feasible (**Construction, Advanced Manufacturing, Software/Film, Transportation, Wholesale**)
    - *Rising jobs and employer numbers support a mix of affordable, below-market rate housing units alongside of waterfront and downtown homes at market rates*
- Advertise changes in broadband through Vallejo's Internet Provider (VIP) for new household and commercial-based businesses as possible (**Software/Film, Advanced Manufacturing**)

- Continue to pursue specific financing opportunities (CFD or EIFD as examples) once downtown-specific and citywide capital-facilities plans are completed (**Construction**)

Focus on updating Vallejo's main business corridors to address pedestrian amenities, landscape, lighting, safety, and curb appeal to support new and expanded business

- Support event programming in essential areas to increase visibility and interest (**Tourism**)
- Focus on rebranding as a city to live in, raise a family, and grow a business. (**Construction, Tourism**)
- Enhance connectivity, safety, design (planning + economic development), public spaces, parks, signage, and road quality, making downtown spaces a place people want to be (**All**)

Communicate economic development progress made on Mare Island and in waterfront and downtown Vallejo

- Provide monthly or quarterly updates on progress with new commercial spaces and tenants to show what type of businesses are coming to Vallejo (**Construction, Advanced Manufacturing, Software/Film, Transportation, Wholesale**)
- Medical office space coming to Mare Island may be filled by Touro University faculty or recent graduates and other regional specialists to build regional demand for medical service provided in new spaces (**All**)
- Napa County (City of Napa and American Canyon) should be seen as a primary partner for Vallejo in terms of partnering on hotel, restaurant, and event packages to reduce regional competition and generate more cooperation (**Tourism**)
- Encourage activities that attract families and business travelers to come to other parts of Vallejo beyond North Vallejo (Six Flags) or Mare Island: Blue Rock Springs
- Connect to infill development efforts underway. (**Construction, Advanced Manufacturing, Software/Film, Transportation, Wholesale**)

Implement marketing to promote Vallejo as: (1) a place to do business regionally, and (2) a place for visitors to come for a day or overnight stays

- Vallejo's Economic Development Department communications for Cycle 2 now focus on external communications for business attraction from employers outside Vallejo or looking to expand further within Vallejo. Messaging for business attraction may consist of:
    - Stories from companies that have located in Vallejo and how easily and quickly they reach Bay Area, Sacramento, and Central Valley markets (**All**)
    - Stories of new Vallejo residents who were outbound commuting workers and now work and live in Vallejo, linked to new employers as possible. (**All**)

- Stories from new businesses on partnering with the City of Vallejo to reduce construction/renovation and operational costs as to why the business is located in Vallejo. (**All**)

Expand workforce development partnerships with explicit downtown connections to higher education and regional workforce efforts as part of placemaking efforts

- Consider a multi-media campaign to promote the local employment opportunities in Vallejo, e.g., social media, print, electronic billboards along the commute route, posters, brochures, and placards in the ferry building. (**Tourism, Construction**)
- Link to Vallejo-based employers, including training for recent parolees and other at-risk workers, including local high-school graduates. (**All**)
- Work closely with workforce development partners, colleges, and employment agencies to ensure they are aware of and are promoting local employment opportunities to these potential employees. (**All**)

Pursue an enhanced infrastructure financing district (EIFD)

Source: CalTrans

An EIFD is a way to create funding for specific infrastructure needs based on the rising values of assessed property from the year established. An area and its parcels must be designated as the "district". EIFDs involve a change in property assessments and the flow of tax funding. EIFDs use incremental property-tax growth to fund public infrastructure and new affordable housing. Tax rate areas (TRAs) in Vallejo can help form the EIFD's boundaries to maximize revenue projected to be realized from the new finance district and be concentrated in strategic areas. Addressing sea-level rise and seismic retrofitting could be how EIFD funds are used; such changes prepare Vallejo's downtown and waterfront for natural disasters and climate change and assist potential tenants and owners by updating current buildings.

Creating an EIFD is a political process. The City of Napa and the City of Santa Rosa are local examples of utilizing this tool. All taxing entities in Vallejo need to agree to this outcome. The plan should include marketing; it is critical to plan for and assume a protest election will take place. Uses of EIFD funding that support economic development are wide ranging beyond shoring up structures and sea walls. These could include (but are not limited to) parking facilities, transit facilities, affordable housing, internet access services, childcare facilities, libraries, parks, and open space renovations to help support a better quality of life for residents, commuters to Vallejo, and visitors. Road quality throughout the city may also be a focus of Measure P funds, the sales tax

initiative passed in 2022, but EIFD funding may also address some roadway needs. EIFDs have a sunset date, which means funding sources must be identified for the long term as part of broader planning and discipline about municipal investment in Vallejo's infrastructure.[4]

BUDGET FOR CITYWIDE ECONOMIC DEVELOPMENT ACTION ITEMS THROUGH 2030

All action items need ongoing funding sources and a commitment by the City of Vallejo and regional, state, and national sources that enable Vallejo's Economic Development Department to support local employers. Strategic planning for any organization must consider the sources and uses of funds that support the plan's goals and initiatives. Table 7 shows the two planning cycles and six years of projected sources and uses for Vallejo's economic development activities **above and beyond** baseline funding for staff and operating expenses from the City of Vallejo.

Table 7: Sources and Uses of Funding for Cycle 1 and Cycle 2 for the City of Vallejo's Economic Development, Fiscal Years 2024-25 to 2029-30

Budget Item	Fiscal Year End					
	Cycle 1 2025	Cycle 1 2026	Cycle 1 2027	Cycle 2 2028	Cycle 2 2029	Cycle 2 2030
Potential Revenue Sources						
Additional city funding/staff	$75,000	$75,000	$100,000	$121,000	$133,600	$158,000
Economic development grants		$30,000	$35,000	$38,500	$42,350	$50,000
Revolving Loan Fund (RLF) Contributions		$100,000	$100,000	$100,000	$100,000	$100,000
Event sponsorships	$50,400	$15,000	$90,000	$90,000	$100,000	$100,000
ARPA pilot projects	$205,000	$150,000	$-	$-	$-	$-
TOTAL	$330,400	$370,000	$325,000	$349,500	$375,950	$408,000
Expenditures-Uses						
ARPA Pilot Projects						
Citywide Cap Facilities Plan	$95,000		$50,000	$50,000	$50,000	$50,000
Pop-Up Events Costs	$32,000	$25,000	$30,000	$35,000	$40,000	$45,000
Shop-Local Support	$28,000	$20,000	$-	$-	$-	$-
Marketing Plan	$50,000	$50,000				
Revolving Loan Fund (RLF)		$100,000	$100,000	$100,000	$100,000	$100,000
Additional city funding/staff	$75,000	$75,000	$100,000	$121,000	$133,600	$158,000
Other Action Items	$50,400	$100,000	$45,000	$43,500	$52,350	$55,000
Total Uses	$(330,400)	$(370,000)	$(325,000)	$(349,500)	$(375,950)	$(408,000)
Net Sources (or Uses)	$-	$-	$-	$-	$-	$-

Sources: City of Vallejo and EFA projections for Cycles 1 and 2; these sources and uses are beyond Vallejo's Economic Development Department core budget as of June 2024. All estimates in Table 7 are subject to change.

This budget includes remaining ARPA funding for continuing to combat the effects of the pandemic, projections of funding sources and uses for fulfilling goals, and putting the action items in this plan

[4] See https://caled.org/how-to-create-an-eifd/ for details on EIFD formation.

into effect. It is essential to recognize that many of these efforts (meetings with stakeholders, meeting coordination with City of Vallejo staff and regional partners, for example) require additional resources to current Vallejo's Economic Development Department budgeted sources.

These budget additions make the following assumptions:

- Vallejo's Economic Development Department core staffing remains the same as it was from fiscal year (FY) 2022-23 to FY 2028-29.
- A grant writer position is made permanent, with Vallejo Economic Development support for grant applications, compliance, and maintenance for Cycles 1 and 2
- This employee would also manage grants in terms of compliance reporting, which could be an additional 0.5 FTE position (part of "Additional city funding/staff" in Table 7)
- The cost of services and supplies that are part of new economic development activities starting in FY 2024-25 is included in "Additional Costs of Action items."

BASED ON NATIONAL ECONOMIC DEVELOPMENT ORGANIZATIONS' ESTIMATES FOR A SUCCESSFUL ANNUAL ECONOMIC DEVELOPMENT PROGRAM

- VALLEJO'S ECONOMIC DEVELOPMENT OPERATING BUDGET SHOULD BE $1 MILLION TO $1.25 MILLION ($8 TO $10 PER CAPITA).
- VALLEJO'S ECONOMIC DEVELOPMENT MARKETING BUDGET SHOULD BE $325,000 ($2.60 PER CAPITA).

Grant funding and funding from tax revenues, asset sales, and other sources must be allocated to support Vallejo's Economic Development Department activities. Critical line-item expenditures include:

- Costs of action items in the Executive Summary "Roadmap" as estimates (May 2024);
- Projected grant and nonprofit foundation funding as a goal structure for grant pursuit within the City of Vallejo and also partnership organizations;
- No funding from lenders or other organizations for a Revolving Loan Fund or RLF (as those are assets for a specific use, not sources/uses for annual operations) is shown here.

APPENDIX

These appendices offer more details on our findings. Many of our interviews with groups or individuals were conducted under confidentiality and sought to determine which specific tactics resonated with the community and our team or themes that were strategic in solving problems or supporting businesses in Vallejo. Each section in the appendix covers our efforts: The Vallejo Databook and Facilitating Community Outreach, as well as Voice and Expectations. "Task" numbers below refer to the contract tasks asked of the consultant during this project.

THE VALLEJO DATABOOK

task 1.1: Generate and Analyze Data

An appendix to this plan includes a "databook" that gives a recent history of Vallejo's economy (through 2022) and some recent forecasts through April 2024, looking forward to 2030. The attached workbook has tabs for major indicators included by our team that provide a data foundation for recommended action steps and benchmarking for city economy progress during Cycles 1 and 2. These data include demographic information from the Census Bureau that enables comparisons to incorporated cities in the United States and housing market data and forecasts. The following list describes the data included.

Detailed data are provided in the supplemental file, "Vallejo Databook, City of Vallejo Vallejo's Economic Development Department, June 2023".

task 1.2: targeted industries

Marketing the city to specific regional, state, national, and (perhaps) international organizations that provide a network to such businesses within each targeted industry (for example, a manufacturing group). One of the action steps is to prepare a marketing plan for the City of Vallejo as a place to do business. This plan can be a simple, strategic plan about how to approach these industries as if the businesses in each industry are customers of the City of Vallejo. This includes a pitch deck to film studios (the pitch deck and marketing plan should answer the question: why film in Vallejo?) and also for specific types of retail that current residents patronize outside of Vallejo now (as we learned in our residential interviews and gatherings during the planning process). A professional firm should be consulted regarding this plan, which includes a vision and branding for Vallejo that is honest and forward-looking.

The "Targeted Industries, City of Vallejo Vallejo's Economic Development Department, June 2023" supplemental file provides details.

task 1.2: peer and aspirant cities

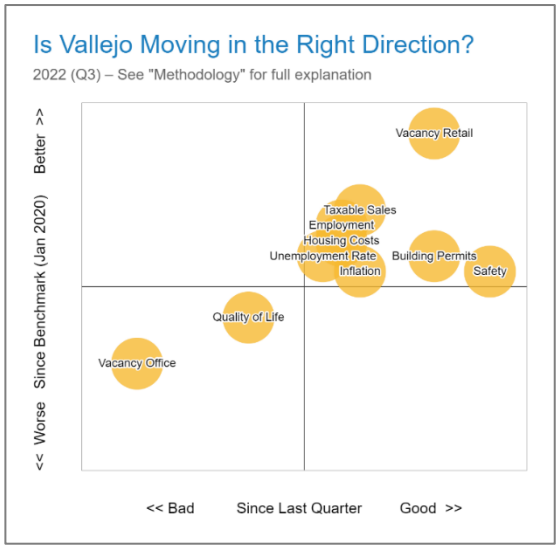
Our peer and aspirant city choices were determined by a mixture of variables, starting with population size. The original shortlist of cities is as follows (in descending order of 2021 population size based on the most recent Census Bureau estimates):

- Simi Valley, California
- Topeka, Kansas*
- Allentown, Pennsylvania
- Thousand Oaks, California*
- **Vallejo, California**
- Concord, California
- Round Rock, Texas
- Clovis, California
- Palm Bay, Florida
- Lafayette, Louisiana*
- Ann Arbor, Michigan*
- Columbia, Missouri*

For more details, see the supplemental file "Peer and Aspirant Cities, City of Vallejo Vallejo's Economic Development Department, June 2023".

task 1.3: KEY Performance indicators

The consultant have employed a "dashboard" to report on local economic progress. We recommend that Vallejo's Economic Development Department consider such an instrument as part of a communications strategy. A sample is shown below. We recommend that Vallejo's Economic Development Commission work with City staff on the final look of this dashboard and use it to discuss forward movement and ways adjustments could be made. This dashboard should be live online for public access and utilization.



Further details on the KPI data are in the Vallejo Databook file and a presentation file called "KPI Details for City of Vallejo Vallejo's Economic Development Department, June 2023."

task 1.3: retail leakage

Our team took an introductory look at retail leakage in this plan based on the request made by the City of Vallejo's City Council. *Please see the supplemental file "Retail Leakage Details for City of Vallejo, June 2023" for more details.*

task 1.3: pilot project Choices using ARPA funding

Our team worked with Vallejo's Economic Development Department staff using a short list of project options and choices. We recommended the following projects.

Arts Downtown or Along Waterfront

Funding estimate = $25,000 (second tranche)

- Consider grants that pursue making Vallejo a California Cultural District[5]
- Contact landlords and property owners who have vacant spaces and then advertise that these spaces will be used for Vallejo-based artists to present an art installation
- Focus on creating a unique experience and driving foot traffic
- This converts a currently vacant space into one that is occupied to draw traffic to a specific area and has limited infrastructure needs (the City of Vallejo should not finance tenant improvements; the landlord would need to be a partner)
- Consider electronic billboards downtown and along highways and interstate at city boundaries, inviting travelers and commuters into Vallejo for specific events
- General signage could direct travelers on State Highway 37 and Interstate 80 to points in Vallejo of interest or new businesses
- Consider installing downtown kiosks to promote special events and inform visitors 24/7
- Kiosks should offer information in multiple languages, include maps to help visitors navigate the city, and provide details on local attractions, museums, historical sites, dining and shopping options, events, etc.

How does this pilot project contribute to Vallejo's Economic Development Department goals?

- Arts Downtown recognizes Vallejo artists and drives traffic downtown
- Integrate with Shop-Local Campaign to drive people spending to downtown and specific parts of Vallejo, especially from those that come to Vallejo for arts
- If visitors can be converted to overnight stays, that connection is critical

Security Equipment for Businesses

Funding estimate: $50,000, pilot downtown and then beyond

- Install audio and lighting downtown in place, as this would enhance the use of technology

[5] For more, see https://www.caculturaldistricts.org.

- Security equipment installation downtown to provide deterrence and a sense of safety
- Following the reduction in services and related resources during the pandemic, several small businesses are experiencing increased vandalism or theft.
- Communications with downtown and northern Vallejo business owners about how camera systems have worked may tell a need to enhance partnerships with CalTrans, California Highway Patrol (CHP), and the Solano County Sheriff's Office to augment the network of cameras in place and grow monitoring infrastructure
- Responds to the comment by survey participants that the City of Vallejo should help local businesses and prepare for future traffic.

How does this pilot project contribute to Vallejo's Economic Development Department goals?

- Recognizes downtown Vallejo as an economic engine that needs to be enhanced and ready for changes elsewhere in Vallejo's economy
- Recognizes that local law enforcement is still building resources but preparing for change and reducing safety concerns for local businesses.

Software License Renewal and Training

Funding estimate = $25,000

This would use ARPA funding to provide licenses, training, or outright purchase of hardware or software for local businesses that were identified as needing them to continue as a business or become more efficient or both. As part of our team's communications outreach, we heard from multiple businesses that they need customer relationship management (CRM) software, point-of-sale software, accounting software, security cameras, and other pieces of technology to complete their recovery from the pandemic. These local businesses might also need training in data entry and maintenance of the system if they have no prior experience with them.

How does this pilot project contribute to Vallejo's Economic Development Department goals?

- Provides direct support to businesses, especially those whose point-of-sale or accounting still rely on a noncomputerized method (Hispanic-owned businesses identified this as a critical need)
- Helps reduce the cost of doing business and tracking business progress.

For more details on pilot project choices, see the supplemental file called "Pilot Projects, City of Vallejo Vallejo's Economic Development Department Using ARPA, June 2023."

FACILITATING COMMUNITY OUTREACH, VOICE, AND EXPECTATIONS

task 2.1: DRAFT Communications Plan for community engagement

Task 2.1 was to build a communications strategy to generate qualitative information from Vallejo's residents, businesses, public sector staff, and elected officials during the strategic planning. That plan was submitted to staff early in our project, and the file called "Draft Communication Plan, Task 2.1 Vallejo EDSP, Revised 081222" describes our approach.

Our team gathered thoughts and opinions on economic development and doing business in Vallejo from Vallejo's residents and businesses during one-on-one interviews, group meetings facilitated by the regional chambers (Vallejo Chamber of Commerce, Solano County Black Chamber of Commerce, Solano County Filipino Chamber of Commerce, and Solano County Hispanic Chamber of Commerce), and meetings with regional employers and other stakeholders.

To engage Vallejo residents, elected officials, and city staff, we used a mixture of gatherings with residents hosted by particular elected officials, residential surveys using the City of Vallejo Bang the Table platform, and some one-on-one interviews with residents. Tasks 2.2 and 2.3 involved executing the communications plan in Task 2.1 and gathering that information.

task 2.2: Facilitating Community Outreach and Voice and Expectations

Interview and Group Meeting Themes: Local Employers (Currently Operating) and Business Advocacy Groups and leaders

As part of our communications plan, we reached out to local employers, regional chambers, economic development support organizations, elected officials, city staff, and Vallejo residents to pose questions about the state of doing business in Vallejo and how the City of Vallejo has been a partner with or a challenge for local employers.

Based on these questions, several opinions emerged, such as the following general comments:

What do you see as Vallejo's most significant opportunities?

- Green initiatives on Mare Island, which has 1,000 acres of state land and 100 acres of solar so that it could become the "Island of the future"
  - Brand around green energy, as electric ferries built on Mare Island
- Dredging Napa River could enable larger marine vessels to travel on and service both sides of the river
  - Doing so might also enable the return of some shipbuilding.
- Elected officials need to address crime and its effects on businesses
  - Need greater focus on having more police on the street and available
  - Create a concierge service for key employers and projects to assist them in moving through the process and connecting the dots.

- Vallejo has unique assets and characteristics that would attract businesses:
  - Mare Island
  - Ferry Terminal
  - Proximity to the Bay Area and Sacramento.
- Using more technology, create a "Business Watch," similar to a neighborhood watch.

What are Vallejo's most significant challenges?

- Inclusive collaboration is absent: the BIPOC community is not part of broader discussions, especially BIPOC business owners
- City of Vallejo needs to engage in dialogue and be able to react to it
- Leadership issues exist between the city staff and city council
- Solano County is not very involved in Vallejo, especially the county government.

Themes that emerged from the Business Survey Results include:

- Homelessness, trash, lack of public safety, and consistency about all issues related to locating in Vallejo or expanding businesses
- Mare Island is the best opportunity area in Vallejo
- Downtown buildings are dilapidated and challenging to sell due to age, the need for tenant improvements, and lack of consistency with City of Vallejo staff on permit timing and costs
- Visitors to Vallejo are a significant asset and offer potential for current and future businesses.

What We Heard: Residential Surveys and Meetings:	What We Heard Employer Surveys and Interviews:
Vallejo can be a primary place to do business regionally, mainly in downtown and waterfront areas	Businesses want better municipal services in terms of police response, general public safety, road quality, and reduced visibility of the homeless
Mare Island can be a regional standout for both tourism and jobs	Employers generally believe Vallejo has a lot of "potential" for business, and more can happen throughout the city with a focused effort to reduce challenges and provide more assistance
Safety is a concern for residents in terms of where they choose to shop and play in Vallejo, as well as where they go when visiting other places	Vallejo's location, Mare Island, and the Ferry Terminal are all recognized as unique assets
Facebook and Nextdoor are popular ways residents use to learn what is going on in Vallejo, along with watching council meetings, reading newspapers, and viewing the Vallejo Weekly	Perception: permitting processes are slow and relatively numerous regionally
Residents want more information about what is going on throughout Vallejo (Mare Island, Blue Rock Springs, Waterfront, and Downtown) and other projects and changes throughout the city's central business districts	City Council needs to be more business-friendly and consistent in terms of vocal support for local businesses and being visible in the business community (visiting businesses)
People live in Vallejo mainly because of the climate and proximity to the inner Bay Area.	BIPOC businesses need to be embraced by the City Council to support diversity

What We Heard: Opinions of Landowners, Site Selectors, Commercial Real Estate Professionals:	What We Heard: Opinions of Elected Officials Appointed Officials and City Staff:
One opinion provided to our team was that Vallejo, outside Mare Island, is believed to be built out in terms of residential real estate. Vallejo's commercial real estate is generally thought of as older and class B or C Vallejo's Opportunity Zones are unique assets (Fairfield has the only other Opportunity Zones in Solano County), but (1) the Opportunity Zone program is federal, and new investments cannot be made after 2027 as of June 2023, and (2) parcels in Opportunity Zones are not deciding factors in locating businesses generally. High crime rates, safety concerns, and low-quality schools remain issues in tenant and owner perceptions of Vallejo. Continued concerns over public safety, especially in the downtown and Sonoma Boulevard areas for residents, local businesses, and visitors Dilapidated homes and commercial properties across the city are an issue for business location decisions. Disconnected commercial centers (northern Vallejo is not connected to downtown or waterfront areas), and Mare Island remains an "island," with only two connections to the mainland. The ferry terminal is not connected to downtown or waterfront commercial opportunities.	Location, weather, and proximity to markets are all selling points for the City of Vallejo as a place to do business Everyone understands that homelessness and its visibility are problematic for residents and businesses in Vallejo.[6] Everyone understands public safety is an issue; Measure P should provide more resources and relief. Mare Island must be developed and become a regional asset in the city's economy. City finances continue to struggle regarding funding social priorities and staffing needs. Waterfront and Downtown efforts need to start and provide resources, including new housing Local employers need to use diverse population and educational institutions together to enable social mobility Use Location One software to market properties after inventory completed Roadways and transportation infrastructure lacking and no strong regional plan exists

See the supplemental file "Communications Plan and Messaging: Tasks 2.1 to 2.3, City of Vallejo, June 2023" for more details, including surveys and group meetings' summaries.

[6] *City of Rohnert Park in Sonoma County is a recent example of good planning and practice for a homeless population using regional partnerships. See more at City of Rohnert Park.*

Survey Questions: Residential

Between November 2022 and February 2023, our team, in partnership with the City of Vallejo's Public Information Office, conducted surveys as part of our due diligence and had three goals:

1. Obtain simple responses to simple questions
2. Identify media that residents and businesses use as communication tools
3. Prepare to publicize our survey results.

Questions Raised at Residential Gatherings (see the tables below):

1. What is missing from Vallejo in terms of businesses?
2. Past interviews/surveys suggest that Vallejo has "potential." In what ways do you think that Vallejo has potential?
3. When people you know come to Vallejo, where do you tell them they should visit?
4. Where do you go when you visit other places (not events but places), and why do you go there?
5. Why do you want to live in Vallejo?

The three residential gatherings were held at the following locations:

- the Lodge at GlenCove, March 30, 2023
- Emmanuel Apostolic Church, April 12, 2023
- JFK Library, City Hall, April 24, 2023.

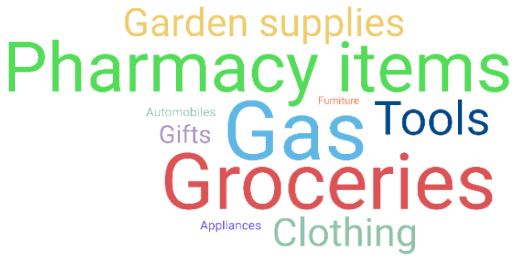
Our team retained the raw responses but eliminated repetition to conserve space in this Appendix. These individual responses are intended to demonstrate the range of viewpoints expressed and the opportunities for the residents to offer their opinions at our meetings. These responses are the voice of Vallejo.

Describe Vallejo

How do you stay informed on what's happening in Vallejo?

How do you spend your free time in Vallejo?

What do you typically purchase in Vallejo?



Why do you shop outside of Vallejo?

Significant, positive changes in Vallejo that have helped local quality of life

Detailed responses to questions: the Lodge at GlenCove, March 30, 2023

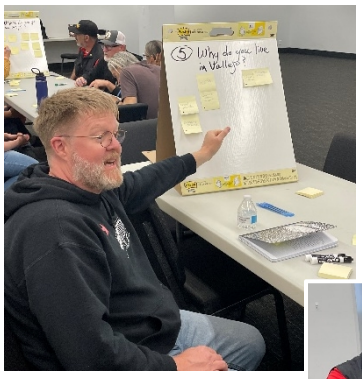
What is missing?	Where's the potential?	What should visitors see?	Where do you visit and why?	Why do you live here?
Investment in the public-education system	Downtown can have more businesses	Discovery Kingdom	Farmer's Market	It has much potential
Transitional youth jobs	Public transportation	Bambino's	San Francisco: waterfront, restaurants	Location Job Talent, Mare Island
Youth programs	Golf, boating, parks, hikes	USA Classics World Events Center	Jelly Belly	Beauty and history
Higher education (state school)	To be a safe city	Solano County Fair	Fairfield	Affordable, beautiful, close to everything
Quality schools	Waterfront, retail close to the ferry	Heritage District	Lynch Canyon	Residents are very welcoming
Housing for the homeless	Better schools	Blue Rock Springs Golf	Bay Area for professional sports	Location, central, low cost, diversity
Safe parking lots for the homeless	We need to stop using "potential"	City parks	Suisun: waterfront, restaurants	Diversity
City news and dissemination to the public	Mixed-use waterfront	St. Peter's Chapel on Mare Island	Sacramento: friends and entertainment	Proximity to SF and SJ
Retail and restaurants open in the evenings	Better coordination to make the city run smoothly	Mad Hatter Parade	Napa: wineries, restaurants, friends	Affordability
Incentives for small businesses	None, if city staff doesn't change ways	Vallejo Chamber of Commerce Parade	Benicia: waterfront, restaurants	
Businesses in empty buildings	Transportation and cargo hub	Shakespeare in the Park	Hurricane Harbor: Waterworld in Concord	Bay Area transportation
Developed downtown (like Benicia)	Potential, if utilized	Anchor Pantry	Concord, Walnut Creek: Retail and Entertainment	Family Lives here
Good shopping	Clean, safe, affordable neighborhoods	Mare Island Distillery	Benicia: waterfront, restaurants	Waterways
	Higher education expansion	Ferry	Quality grocery stores: Trader Joe's, Whole Foods	Location
Civilian maritime/shopping	Mare Island development	Vallejo Symphony	Concord, Walnut Creek: Retail and Entertainment	Close to work
Job opportunities	Waterfront development	Waterfront	San Francisco: sporting events and restaurants	Climate
Traffic enforcement	Support and humility	Empress Theater	Oakland and Berkeley	Weather
Safety		Mare Island Brewery	Pier 39	Climate
Roads/Potholes Program		Vallejo Naval Museum	Martinez: Waterfront, Bocce	Beautiful landscape
Clean streets		Plaza	Sonoma Raceway	Hills
Public transit		Zio Fraedo's		Views
Better collaboration within city departments		Bay Area Stage Theater		
Fully functioning marina		Historic homes		
Unity		Moschetti's Coffee Shop		
People who care		Children's Wonderland		
Festivals		Provisions		
Community gardens		Pickleball/tennis courts		
Youth activities		Art studios and art walk		
		Vino Godfather		

Detailed responses to questions: Emmanuel Apostolic Church, April 12, 2023

What is missing?	Where's the potential?	What should visitors see?	Where do you visit and why?	Why do you live here?
Better schools	Historic Tours	Mare Island Brewery	Concord/Trader Joe's	Affordable living
More churches	Trader Joe's/Sprouts	Farmers markets	Oakland/Work	Close to SF
Better police	Pothole fills	Local restaurants	Concord/BART	Beautiful city
Grocery stores	Cheaper housing	Vallejo Symphony	SF/work	Great weather
Gyms	More social services	Ferry Building	Vallejo/Ferry	Close to everything
Cheaper housing Parks	Active community center Rental places	Waterfront Downtown	Fairfield/Shopping Concord/Sun Valley Mall	Ferry to SF Low traffic area
Fixing city streets	Shopping activities	Vallejo People's Garden	Vacaville/outlets	Diversity
Teen jobs	Family activities	Shopping plaza	San Jose/events	Art scene
Gardens	Fun centers	Empress Theatre	El Cerrito/music	LGBTQ community
Clothing stores	Educational Improvement	Blue Rock Springs	SF/travel	Growth opportunities
Environmental protection	Fitness classes	Bambino's	Benicia/food	Small businesses
Childcare	Informed residents	Dan Foley	Napa/winery	Convenient places around
Youth programs	Music Center	Provisions	Napa/restaurants	Multiple schools
Newer buildings	Mare island	Recreational park	Martinez/restaurants	Tightknit community
Renovating old buildings	Community Values Water views	Hiking trails	Mare Island/beer, wine	Parks
Educational opportunities	Entertainment value	Six Flags	Sacramento/family activities	Downtown
Mall/shopping center Job opportunities	Small & large business opportunities Lower cost of living	Movies/Cinema Glen Cove Waterfront	Walnut Creek/shopping Vacaville/healthcare	Vet hospitals
				Health care/Kaiser, Sutter
	Medical expansion		Davis/vet care	Local churches
	Job expansion			Car dealerships
	Fitness/gyms			Costco

Detailed responses to questions: JFK Library, April 24, 2023

What is missing?	Where's the potential?	What should visitors see?	Where do you visit and why?	Why do you live here?
Trader Joe's	Waterfront	Moschetti café	Benicia/dining	Affordable houses
Public-safety plan	Housing prices	Waterfront	Oakland/music	Strong community
Inclusionary housing	Botanical Garden	Mare Island brewery	Oakland/Beer Garden	Beautiful
Better schools	Center art/music	Downtown	Benicia/food	Farmers market
Bicycle lanes	Bike tours	Anchor pantry	Napa/restaurants	Diversity
Rental places	Collaborations with	First 5 Solano	Napa/shopping	History
Local shops	citizens	Ferry	Berkeley Bowl	Mare Island
	Industrial expansion			
Major employers	Highway intersection	The Joint	El Cerrito/music	LGBTQ+ community
EMS training	Community Garden	Six Flags	Port Costa/everything	Real estate
Connected trails	Involved citizens	Town House	Napa/wine	Work
Better streetlights	Medical hub	Vallejo events	San Jose Sharks	Environment
Law enforcement	North Star of the Bay	GVRD parks	SF/work	Commute to work
Shared housing	Water views	Mad Hatter Parade	Oakland/work	Services
	Access to the bay			
Hotels	Rivers	Glen Cove waterfront	Concord/BART	Good weather
Business parks	Expand health-care	Savage & Cook	Concord/John Muir	Waste management
	Industry			
Clothing stores	Weather	China Wok	Concord/groceries	Close to all Bay Area
Housing	Culturally diverse	They offer marketing	Pinole/Trader Joe's	Church
		opportunities and		
Asset mapping	Ecotourism	Blue Rock Springs	Martinez/dining	Old houses
City pride	Bird watching	Art walk	Farmers markets	Near ferry
Infrastructure	Fly Over Festival	Vallejo symphony	AC/Walmart	"Center" of everything
Senior activities	Old K-Mart	Manny's Steakhouse	Vacaville outlets	Less traffic
Affordable commute	More support for the	La Piñata Taqueria	Dog parks	Homeless support
Wine tasting	community	Tacos Jalisco's	Tahoe	Growth opportunities
	Transportation hub			
Beer gardens	Downtown "vibrant"		Palo Alto	Art scene
Biotech	Six Flags		SF/all above	
Leadership	Improve/parent		Tahoe/camping	
Barnes & Noble	involvement			
	Entertainment hub			



STRATEGIC PLANNING PRINCIPLES

Strategic planning should be about the future, shaped by past events and current conditions. Action steps are always about the future. Our team approached this plan as if Vallejo were a business needing a new communications strategy and investment capital. The budget for achieving goals foresees an expansion in resources used and an investment in partnerships.

The action steps and goals in this plan respond to four key considerations or questions:

- **What can Vallejo change and control?**
    - Perceptions about how the City of Vallejo supports local businesses
    - Seeking partnerships and solving problems for local businesses: connections to funding, training, marketing efforts, enhancing public safety efforts
    - Produce downtown and waterfront-specific plans at the same time as the Mare Island specific plan
- **What do residents and businesses want Vallejo to provide?**
    - Residents: better safety and more retail choices
    - Business: better safety, more customers, and partnership with the City of Vallejo
    - Regional communities: the ability to take advantage of Vallejo's unique assets without safety concerns.
- **What development is already in progress in which the City of Vallejo can make investments to facilitate more commercial activity as a partner?**
    - A downtown and waterfront-specific plan should be done at the same time and integrated with planning on Mare Island
    - Affect what you know and what you can best predict: zoning flexibility and a new vision for commercial areas in Vallejo
- **What future changes are essential for Vallejo to anticipate?**
    - How the regional and national economic effects until 2030 will affect Vallejo
    - How current parallel efforts and changes will shape Vallejo in ways that affect economic development.

Visionary steps: Our approach envisions two cycles, in which Cycle 1 focuses on building a foundation; Cycle 2is where Vallejo is set on a path to 2030 and beyond. At the end of Cycle 1, Vallejo should ask the following questions when thinking about progressing to Cycle 2:

- What does a plausibly successful future look like?
- Did the Cycle 1 action items progress toward achieving goals at the right time and in the right way?
- Can Vallejo be at the top of the wallet regarding site selection and business owner choice?

An external vision of Vallejo needs to be a unique and profitable place to do business. Economic development efforts need to find small wins (Cycle 1 action steps), change perception, and build on those foundations (Cycle 2). Such efforts need to be citywide. The overarching goal of a strategic plan is to shape the future rather than being shaped by it.

- Strategies help Vallejo not just to survive but to thrive and grow over time
- This comes with defining "thriving" realistically: KPIs, perceptions and change
- Also investing resources to get things done and understanding it takes time to emerge as a first choice in a marketplace
- Need to focus initially on easy wins and building momentum (Cycle 1)
- "Strategic Doing": Action steps need to show overt movement toward broader goals.

Communication Plan Principles and Marketing Plan Primer

As part of this project, we developed a communications plan to inform and be informed about our strategic planning process with Vallejo's residents, businesses, and city government. In Cycle 1 of our recommended plan, building on that foundation of consistent and honest communications – talking about the opportunities and challenges and how Vallejo's Economic Development Department is addressing both – keeps all informed and engaged. Cycle 1 is about business retention and expansion; Cycle 2 is about business attraction.

A Marketing plan for Vallejo as a place to do business is recommended in Cycle 2 of our recommended tasks for Vallejo's Economic Development Department

Key Messages define the relevant economic development factors that differentiate the City of Vallejo and add to its value proposition for businesses. Key messages inform, convey benefits, and create an image of why and how the city differs from other areas as a place to do business.

Proof Points differentiate, qualify, and substantiate the key messages. You will need to continually add to the proof points—adding benefits and value propositions that a business will receive when locating or expanding in the region. Proof points are not stagnant; they are dynamic and constantly changing. Proof points offer marketing opportunities. Proof points build your marketing arsenal around the key messages.

Why important: A key message platform helps guide content for a marketing plan and sends clear, consistent, and compelling messages to various audiences.

Background: Local businesses and site-location consultants were interviewed to gather their perceptions of Vallejo's assets, which are valuable for business success and growth.

The findings were presented in work sessions with private-sector and regional public-sector partners to prioritize and develop key messages. Repeating the critical message themes reinforces the position and brand identity and generates awareness and interest. Themes included:

- Central location in the Bay Area with access to the Sacramento Metro Area; World-class workforce and unique assets for a series of industries; Partnerships exist to support business solutions to problems; Small-town, waterfront lifestyle with urban amenities and access.

DATA SOURCES AND REFERENCES

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THE RESEARCH TEAM

Economic Forensics and Analytics, Inc. (EFA), is an independent research and consulting firm in Sonoma County, California. Since 2000, we've been dedicated to providing clients with customized economic analysis at a reasonable cost compared to our larger, local competitors. EFA offers expert witness services for clients needing support for financial or economic arguments in litigation or in-depth analysis of the opponent's arguments, experts, and testimony. EFA has produced strategic plans for corporate and government clients.

Team Lead: Dr. Robert Eyler, President of EFA, eyler@econforensics.com

We would also like to thank our Solano Community College interns, Breanna Lutz and Kenner Escobar, for their efforts at the citywide events.

Chabin Concepts is an economic development and marketing firm serving national and international clients. We have been privileged to serve over 350 communities, agencies, and organizations since our formation in 1989. Our portfolio includes four state-level assignments. Chabin aims to position clients to win new jobs and investments by creating strategies designed for implementation and supported by necessary tools and materials. We value every client and respect each community's characteristics, heritage, and goals. We have institutional knowledge of what works, what might work, and what sounds good but really won't work, and we bring that applied knowledge to our clients.

Subcontractor Lead: Vicki Doll, Principal, Chabin Concepts, vicki@chabinconcepts.com

ACTION ITEM 10.R.

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: Lance David, Interim IT Director
SUBJECT: **ADOPT RESOLUTIONS RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE MEASURE P FUNDS BE ALLOCATED TO: 1) THE CITY'S PUBLIC SAFETY RADIO SYSTEM 2) REPLACEMENT OF CRITICAL NETWORK INFRASTRUCTURE 3) PURCHASE OF ADDITIONAL CYBERSECURITY DEFENSE IN FISCAL YEAR 2026-2027**

RECOMMENDATION

Adopt a resolution recommending or, in the alternative,not recommending that the City Council authorize Measure P funding in FY 2026-2027 for the following:
1. $1,317,085 for the city's public safety radio system
2. $603,000 for replacement of critical network infrastructure
3, $300,000 for purchase additional cybersecurity defense

BACKGROUND AND DISCUSSION

1) Fund the Public Safety Radio System - $1,317,085
Key components include:

- A radio lease agreement (2020-2028) covering 316 radios
- Integration with Solano County's regional communication system for interoperability
- Ongoing service, maintenance, and connectivity infrastructure

A portion of the radio fleet is reaching end-of-life, resulting in increased failures, maintenance costs, and operational risk. Approving this funding request ensures service continuity and addresses immediate operational needs:

- Replaces 40 aging radios experiencing reliability issues
- Maintains existing lease obligations that cannot be deferred
- Sustains regional interoperability with Solano County for coordinated emergency response
- Funds ongoing maintenance and support to ensure system reliability

Failure to fund these components will degrade communication capabilities and risk service interruptions during emergency operations. This approach reflects planned, predictable investment and avoids higher costs associated with emergency replacements and system failures.

- $462,000 - Existing lease obligation (2020-2028)
- $400,000 - Replacement of aging radios (40 units)
- $315,000 - Service and maintenance (~500 radios)
- $140,085 - Connectivity, circuits, and system support

2) Replace Critical Network Systems Infrastructure - $603,000

- Approve the replacement of aging network infrastructure, including network switches, telephony systems, and virtualization platforms.
- Authorize implementation and ongoing operational costs as outlined in this report
- Authorize the City Manager (or designee) to execute agreements necessary to procure and implement the proposed solutions.

The City's core technology infrastructure-including network switches, phone systems, and virtualization platforms-has reached or is approaching end-of-life. These systems are essential for daily operations, public safety communications, and service delivery to residents. Failure to-replace this infrastructure introduces significant operational, financial, and cybersecurity risks. Timely replacement ensures public safety through continuity of operations, improves system performance, and provides long-term cost stability.

The City relies on these critical systems support all departments, including public safety, administrative operations, and public-facing services.

A) Network Switches (Cisco Meraki) - Replacement $200,000: One Time Cost
The City's network switches form the backbone of all connectivity across facilities.

- Hardware exceeds 10 years of service life
- High risk of failure and outages
- Limited compatibility with modern security and performance standards
- Reduced vendor support and firmware updates
- High risk of connectivity disruption to Citywide systems, including internet, internal applications, and public safety communications
- Increased maintenance costs and emergency repairs
- Improved network speed, reliability, and security

Financial Consideration:
New switches will provide **8-10 years of service life,** ensuring long-term stability and reducing lifecycle costs

B) Telephony System (Mitel/Shoretel) - Replacement $140,000:One Time, Annual Cost:$90,000
The City's Phone System is a critical communication tool for staff, residents, and emergency coordination.

- Installed: -14 years ago
- End-of-Life: December 2025
- Vendor support will cease by 2029
- Difficulty sourcing replacement parts and maintaining system reliability
- Increased risk of outages affecting City operations
- Reduced ability to support modern communication needs (remote work, mobility, integration)

- Increased risk of disruptions to public safety communication

Financial Consideration:
The proposed replacement solution is structured so that **telephony costs over the next four years will cover both implementation and ongoing service costs,** effectively stabilizing and modernizing expenses without significant cost escalation.

C) Nutanix Platform - Replacement $263,000:One Time Cost
The City's virtualization platform hosts critical systems, applications, and data.

- Vendor support expire in 2027, no security updates available
- Cybersecurity vulnerabilities due to unsupported systems
- Aging infrastructure increases risk of performance degradation and failure
- System outages impact multiple departments simultaneously
- Reduced ability to scale or support future technology
- Unplanned outages affecting City operations and public services
- Increased emergency repair costs and downtime
- Reduced staff productivity and service delivery
- Risk of communication disruptions to public safety operations

3) Purchase Additional Cybersecurity Defense - $300,000-Annual
Over the last few years, the City has increased its focus on Cybersecurity in the critical areas of prevention and perimeter defense. A complete Cybersecurity program also includes detection and response. Given the IT department's limited personnel we are requesting two services to automate and outsource off-hours monitoring and support.

- Approve **$300,000** to implement additional Cybersecurity detection and response and ongoing annual cost.
- Authorize the City Manager (or designee) to execute agreements necessary to procure and implement the proposed solutions
- The City currently has no staffed IT positions outside of normal business hours. Attackers operate 24 hours a day, 7 days a week and specifically target nights, weekends, and holidays as they know there is less support at those times. This shortcoming is currently solved by a small number of IT staff being on-call all the time with no rotation or dedicated time off.
- The City's IT staffing budget is limited making running our own in house Security Operations Center financially prohibitive.
- The City's IT does not currently have a central location to store logs making it time-consuming to analyze events and limits the age of the logs able to be kept.
- Attacks that occur off hours may have their responses delayed and an increased likelihood of success.
- Staff burnout leading to increased errors and turnover.
- Not having these items may limit our grant opportunities in the future and may result in higher insurance costs.

FISCAL IMPACT

TOTAL COST OF SERVICE: $2,220,085

1) Public Safety Radio System: $1,317,085
   Radio Lease & Purchase=10 years
   Services & Connectivity=Fiscal 26/27
2) Critical Infrastructure Replacement: $603,000 Fiscal 26/27
   Cisco Meraki
   Telephony System
   Nutanix Platform(Virtualization Platform)
3) CyberSecurity: $300,000: Annual
   CyberSecurity(SOC)
   CyberSecurity(Detect & Response/Mitigation)

Public Safety Radios	**26/27**	**27/28**	**28/29**
Existing Lease Agreement	$462,000	$462,000	0
Replacement of Aging Radios	$400,000	$400,000	$715,000
Service Maintenance(Solano County)	$315,000	$315,000	$315,000
Connectivity, Circuits & System Maintenance	$140,085	$140,085	$140,085
Total	**$1,317,085**		
Critical Network Systems Infrastructure			
Cisco Meraki Switches	$200,000	$50,000	$50,000
Telephony System (Mitel/Shortel)	$140,000	$90,000	$90,000
Nutanix Platform	$263,000		
Total	**$603,000**		
CyberSecurity Defense(SOC/Microsegmentation)	$300,000	$300,000	$300,000
TOTAL	**2,220,085**		

ATTACHMENTS

1.	MPOC Resolution_IT_Radio System_A CAO Stamp
2.	MPOC Resolution_IT_Radio System_B CAO Stamp
3.	MPOC Resolution_IT_Network Infrastructure_A CAO Stamp
4.	MPOC Resolution_IT_Network Infrastructure_B CAO Stamp
5.	MPOC Resolution_IT_Cyber Security_A CAO Stamp

6.	MPOC Resolution_IT_Cyber Security_B CAO Stamp
7.	MPOC Project Justification Request_IT_Radio System
8.	MPOC Project Justification Request_IT_Communications Infrastructure
9.	MPOC Project Justification Request_IT_Cyber Security

CONTACT

Lance David, Interim IT Director (707) 648-5408
Lance.David@cityofvallejo.net

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $1,317,085 FOR PUBLIC SAFETY RADIO SYSTEM MAINTENANCE, SERVICE, SUPPORT AND PURCHASING NEW RADIOS

WHEREAS, each year, the City's Public Safety Radio System supports approximately 500 radios for Police and Fire emergency public safety response communication, the City relies on a network of connectivity systems to maintain interoperability with County systems for mutual aid and emergency coordination. In the upcoming fiscal year 2026-2027, the City must meet an existing lease obligation, replace ageing radios, maintain interconnectivity within the City and with the County systems; and

WHEREAS, it has been determined the following replacement and support of existing radios in FY 2026-27 will cost:

- $462,000 – Existing lease obligation for 316 radios (cannot be deferred)
- $400,000 – Replace 40 aging radios
- $315,000 – Service and maintenance for ~500 radios
- $140,000 – Connectivity and system support

; and

WHEREAS, radios are essential tools that enable timely emergency response. Aging and unreliable radios will result in failures during emergencies, breakdowns in communication between Fire, Police and regional partners and increased response times, which directly impacts public safety and community confidence; and

WHEREAS, to delay replacement and support will result in higher costs from emergency repairs and replacements and loss of interoperability with County systems; and

WHEREAS, due to the significant General Fund shortfall projected for FY 2026-27, and because the units listed above meet the City Council Measure P spending criteria, Measure P is being requested to fund the purchase and outfitting of these units; and

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby recommends to the City Council that it allocate up to $1,317,085 of Measure P funds In Fiscal Year 2026-27 for the replacement, service and support of the City's 500 radios.

Adopted by the Measure P Oversight Committee at a regular meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

JACKIE JONES, CHAIR

ATTEST:

_____

FLORITA CRUZ, STAFF SECRETARY

Approved as to form:

By: for

Veronica Nebb, City Attorney

RESOLUTION NO. 26-__

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $1,317,085 FOR PUBLIC SAFETY RADIO SYSTEM MAINTENANCE, SERVICE, SUPPORT, AND THE PURCHASE OF NEW RADIOS

WHEREAS, each year, the City's Public Safety Radio System supports approximately 500 radios for Police and Fire emergency public safety response communications, and the City relies on a network of connectivity systems to maintain interoperability with County systems for mutual aid and emergency coordination; and

WHEREAS, in Fiscal Year 2026-2027, the City has identified costs associated with an existing lease obligation, the replacement of aging radios, service and maintenance, and connectivity and system support; and

WHEREAS, it has been determined that the following radio-related costs are anticipated in FY 2026-2027:

- $462,000 – Existing lease obligation for 316 radios
- $400,000 – Replace 40 aging radios
- $315,000 – Service and maintenance for approximately 500 radios
- $140,000 – Connectivity and system support; and

WHEREAS, the Measure P Oversight Committee has reviewed the request and related funding considerations; and

WHEREAS, after consideration, the Measure P Oversight Committee has determined not to recommend the proposed allocation of Measure P funds for this purpose at this time.

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby does not recommend that the City Council allocate up to $1,317,085 of Measure P funds in Fiscal Year

2026-2027 for public safety radio system maintenance, service, support, and the replacement of radios.

Adopted by the Measure P Oversight Committee at a regular meeting held on April 30, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

JACKIE JONES, CHAIR

ATTEST:

_____

FLORITA CRUZ, STAFF SECRETARY

Approved as to form:

By: _____ for _____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $603,000 FOR CRITICAL COMMUNICATIONS NETWORK INFRASTRUCTURE REPLACEMENT

WHEREAS, the City's communications networks support devices across the entire City, including approximately 800 computers and.400 phones. The City relies on these network of systems to maintain critical connections and functionality. These systems allow City departments to provide critical services to residents, from the functioning of the Public Safety and Public Works departments to the Water treatment plant. In the upcoming fiscal year 2026-2027, the City must replace an ageing telephony system, and infrastructure systems that include network switches and servers. These communication network systems are critical to support the City's public safety functions.

WHEREAS, the City's telephony system is 14 years old and reached end-of-life in December 2025; and

WHEREAS, the City's network infrastructure system of Meraki (Cisco) network switches are 10 years old and will reach end-of-life during fiscal year 2026-2027; and

WHEREAS, the City's network infrastructure system of Nutanix network servers will reach end-of-life in fiscal year 2026-2027; and

WHEREAS, it has been determined that replacing the following network systems in FY 2026-27 will cost $603,000:

- $140,000 – Telephony system, first year implementation & service FY 2026-27
- $200,000 – Network switches, FY27 one-time purchase, lifespan 10 years
- $263,000 – Nutanix server system, annual payment over 5 years ; and

WHEREAS, a communication network system of switches, servers and phones are essential tools that enable City departments to function. An aging and unreliable network system will result in critical communication breakdowns across City departments, including Fire, Police, Public Works streets & signals and Water treatment, not replacing these systems will directly impact public safety; and

WHEREAS, to delay replacement and support will result in higher costs from emergency repairs and replacements and failure of critical City services; and

WHEREAS, due to the significant General Fund shortfall projected for FY 2026-27, and because the units listed above meet the City Council Measure P spending criteria, Measure P is being requested to fund the purchase of these new network connectivity systems.

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby recommends to the City Council that it allocate up to $603,000 of Measure P funds In Fiscal Year 2026-27 for the replacement, service and support of the City's network communication systems.

Adopted by the Measure P Oversight Committee at a regular meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

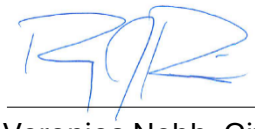
JACKIE JONES, CHAIR

ATTEST:

_____

FLORITA CRUZ, STAFF SECRETARY

Approved as to form:

By:  for

Veronica Nebb, City Attorney

RESOLUTION NO. 26-__

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $603,000 FOR CRITICAL COMMUNICATIONS NETWORK INFRASTRUCTURE REPLACEMENT

WHEREAS, the City's communications networks support devices across the entire City, including approximately 800 computers and 400 phones, and the City relies on these systems to maintain critical connections and functionality that enable departments to provide essential services to residents; and

WHEREAS, these systems support core City operations, including Public Safety, Public Works, and Water treatment, and are necessary to maintain effective communication and service delivery; and

WHEREAS, the City's telephony system is approximately 14 years old and reached end-of-life in December 2025; and

WHEREAS, the City's network infrastructure, including Meraki (Cisco) network switches, is approximately 10 years old and will reach end-of-life during Fiscal Year 2026-2027; and

WHEREAS, the City's Nutanix server infrastructure will also reach end-of-life in Fiscal Year 2026-2027; and

WHEREAS, it has been determined that replacement of these systems in FY 2026-2027 is estimated to cost $603,000:

- $140,000 – Telephony system, first-year implementation and service
- $200,000 – Network switches, one-time purchase (10-year lifespan)
- $263,000 – Nutanix server system, annual payment over five years; and

WHEREAS, the Measure P Oversight Committee has reviewed the request and related funding considerations; and

WHEREAS, after consideration, the Measure P Oversight Committee has determined not to recommend the proposed allocation of Measure P funds for this purpose at this time.

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby does not recommend that the City Council allocate up to $603,000 of Measure P funds in Fiscal Year 2026-2027 for the replacement, service, and support of the City's network communication systems.

Adopted by the Measure P Oversight Committee at a regular meeting held on April 30, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

JACKIE JONES, CHAIR

ATTEST:

_____

FLORITA CRUZ, STAFF SECRETARY

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $300,000 FOR ANNUAL INCREASE OF CRITICAL CYBER SECURITY DETECTION & RESPONSE

WHEREAS, it is critical to maintain computing network and communication system connections and functionality across the City to provide public safety services to residents through the Public Safety, Public Works and Water departments; and

WHEREAS, cyber security hacks are increasingly common and involve extremely costly recovery measures the City has increased its focus on cyber security in the critical areas of prevention and perimeter defense, however a complete cyber security program also includes detection and response; and

WHEREAS, the IT department has limited personnel with no staffed IT positions outside of normal business hours and attackers operate 24 hours a day, 7 days a week and specifically target nights, weekends, and holidays, the City network is vulnerable with minimal off-hours monitoring of intrusions and to rely on minimal staff will lead to staff burnout and increased errors; and

WHEREAS, the City's IT staffing budget is limited, making our own Security Operations Center financially unrealistic and the City's IT department does not currently have a central location to store logs, making it time-consuming to analyze events and limits the age of the logs able to be kept; and

WHEREAS, not having these items may limit our grant opportunities in the future and may result in higher insurance costs; and

WHEREAS, to delay the addition of detection and response cyber defense services will increase the likelihood of costly emergency failure of critical City services; and

WHEREAS, it has been determined the following replacement and addition of cyber security detection and response services in FY 2026-27 will cost $300,000:

- $300,000 – Cyber Security, ongoing annual beginning in FY 2026-27

; and

WHEREAS, due to the significant General Fund shortfall projected for FY 2026-27, and because the units listed above meet the City Council Measure P spending criteria, Measure

P is being requested to fund the addition of cyber security detection and response software and service.

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby recommends to the City Council that it allocate up to $300,000 of Measure P funds In Fiscal Year 2026-27 and annually going forward for the addition of cyber security defenses.

Adopted by the Measure P Oversight Committee at a regular meeting held on April 30, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

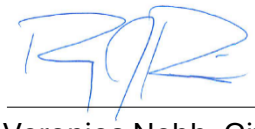
JACKIE JONES, CHAIR

ATTEST:

_____

FLORITA CRUZ, STAFF SECRETARY

Approved as to form:

By:  for

Veronica Nebb, City Attorney

RESOLUTION NO. 26-__

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE UP TO $300,000 FOR ANNUAL INCREASE OF CRITICAL CYBER SECURITY DETECTION & RESPONSE

WHEREAS, it is critical to maintain computing network and communication system connections and functionality across the City to provide public safety services to residents through the Public Safety, Public Works, and Water departments; and

WHEREAS, cyber security incidents are increasingly common and can involve extremely costly recovery measures, and while the City has increased its focus on cyber security in the areas of prevention and perimeter defense, a complete cyber security program also includes detection and response; and

WHEREAS, the IT department has limited personnel with no staffed IT positions outside of normal business hours, while cyber attackers operate 24 hours a day, 7 days a week and often target nights, weekends, and holidays, creating vulnerabilities due to minimal off-hours monitoring and increasing the risk of staff burnout and errors; and

WHEREAS, the City's IT staffing budget is limited, making a fully staffed internal Security Operations Center financially unrealistic, and the City does not currently have a centralized system to store and analyze logs efficiently; and

WHEREAS, the absence of enhanced cyber security detection and response capabilities may impact grant eligibility and could result in higher cyber insurance costs; and

WHEREAS, the addition of cyber security detection and response services in Fiscal Year 2026-2027 is estimated to cost $300,000 annually; and

WHEREAS, the Measure P Oversight Committee has reviewed the request and related funding considerations; and

WHEREAS, after consideration, the Measure P Oversight Committee has determined not to recommend the proposed allocation of Measure P funds for this purpose at this time.

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby does not recommend that the City Council allocate up to $300,000 of Measure P funds in Fiscal Year 2026-2027, and annually thereafter, for the addition of cyber security detection and response services.

Adopted by the Measure P Oversight Committee at a regular meeting held on April 30, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

JACKIE JONES, CHAIR

ATTEST:

_____

FLORITA CRUZ, STAFF SECRETARY

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT RESOLUTIONS RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE MEASURE P FUNDS BE ALLOCATED TO: 1) THE CITY'S PUBLIC SAFETY RADIO SYSTEM 2) REPLACEMENT OF CRITICAL NETWORK INFRASTRUCTURE 3) PURCHASE OF ADDITIONAL CYBERSECURITY DEFENSE IN FISCAL YEAR 2026-2027

1. Project Urgency & Justification

Each year, the City's Public Safety Radio System supports approximately 500 radios for Police and Fire emergency public safety response communication, the City relies on a network of connectivity systems to maintain interoperability with County systems for mutual aid and emergency coordination. In the upcoming fiscal year 2026-2027, the City must meet an existing lease obligation, replace ageing radios, maintain interconnectivity within the City and with the County systems.

2. Project Timeline

Start Date: FY 26/27
End Date: FY 26/27

3. Financial Overview

Total Cost: $1,317,085
End of Useful Life: 5-10 years

4. Procurement Method

Existing Contract or New RFP?: Existing Motorola, Solano County, and Cooperative contracts

5. Funding Sources

Alternate Funding Sources Identified: the General Fund has historically been used for the radio lease, Interoperability service and hardware service/support.
Conditions or Restrictions of Alternate Funding: the General Fund is facing a $29M shortfall so alternate funding sources are being sought.

6. Budgetary Alignment

Included in Current Annual Budget: No existing budget

7. Implementation Details

Location (Where): Public safety departments (Fire & Police) with communication service throughout the City.
Implemented By: Public Safety I.T. Manager
Vetted by Local Expert: N/A

8. Community Impact

Who Benefits: ALL Vallejo residents
Estimated Number of People Impacted: ALL Vallejo residents
Demographic Impacted: ALL Vallejo residents
Related Council Requests: N/A
Relevant Commissions Involved: N/A

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT RESOLUTIONS RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE MEASURE P FUNDS BE ALLOCATED TO: 1) THE CITY'S PUBLIC SAFETY RADIO SYSTEM 2) REPLACEMENT OF CRITICAL NETWORK INFRASTRUCTURE 3) PURCHASE OF ADDITIONAL CYBERSECURITY DEFENSE IN FISCAL YEAR 2026-2027

1. Project Urgency & Justification

The City's computing and phone infrastructure networks support communication devices across the entire City. The City relies on these systems to maintain critical connections and functionality as they enable Public Safety, Public Works and Water departments to provide critical services to residents. The City must replace an ageing telephone and infrastructure systems as failure in these communication network systems will result in a high risk to public safety.

2. Project Timeline

Start Date: FY 26/27
End Date: FY26/27 & annual ongoing

3. Financial Overview

Total Cost: $603,000
End of Useful Life: 5-10 years

4. Procurement Method

Existing Contract or New RFP?: Existing Cooperative contracts

5. Funding Sources

Alternate Funding Sources Identified: the General Fund historically used for the purchase of communications network infrastructure
Conditions or Restrictions of Alternate Funding: the General Fund is facing a $29M shortfall so alternate funding sources are being sought.

6. Budgetary Alignment

Included in Current Annual Budget: No existing budget

7. Implementation Details

Location (Where): City-wide, including Public Safety, Public Works and Water departments
Implemented By: I.T. Director and Managers
Vetted by Local Expert: N/A

8. Community Impact

Who Benefits: ALL Vallejo residents
Estimated Number of People Impacted: ALL Vallejo residents
Demographic Impacted: ALL Vallejo residents
Related Council Requests: N/A
Relevant Commissions Involved: N/A

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT RESOLUTIONS RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE MEASURE P FUNDS BE ALLOCATED TO: 1) THE CITY'S PUBLIC SAFETY RADIO SYSTEM 2) REPLACEMENT OF CRITICAL NETWORK INFRASTRUCTURE 3) PURCHASE OF ADDITIONAL CYBERSECURITY DEFENSE IN FISCAL YEAR 2026-2027

1. Project Urgency & Justification

Cyber security risks are rapidly growing and involve extremely costly recovery measures. Protecting the City's critical communication system and computing network connections and functionality is critically needed to provide essential services to residents through the Public Safety, Public Works and Water departments. The City's IT department has limited personnel with no staffed IT positions outside of normal business hours and attackers operate 24 hours a day, 7 days a week and specifically target nights, weekends, and holidays, leaving the City's network vulnerable, with minimal staff to monitor for intrusions during off-hours. Continued reliance on minimal staff will lead to staff burnout and increased errors.

2. Project Timeline

Start Date: FY 26/27
End Date: annual ongoing

3. Financial Overview

Total Cost: $300,000/yr
End of Useful Life

4. Procurement Method

Existing Contract or New RFP?: Existing Cooperative contract

5. Funding Sources

Alternate Funding Sources Identified: the General Fund historically is used for the purchase of Cyber security services.
Conditions or Restrictions of Alternate Funding: the General Fund is facing a $29M shortfall so alternate funding sources are being sought

6. Budgetary Alignment

Included in Current Annual Budget: No existing budget

7. Implementation Details

Location (Where): City-wide, including Public Safety, Public Works and Water departments
Implemented By: I.T. Cyber Security Manager
Vetted by Local Expert: N/A

8. Community Impact

Who Benefits: ALL Vallejo residents
Estimated Number of People Impacted: ALL Vallejo residents
Demographic Impacted: ALL Vallejo residents
Related Council Requests: N/A

Relevant Commissions Involved: N/A

ACTION ITEM 10.S.

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: Stephanie Sifuentes, Human Resources Director
SUBJECT: **ADOPT A RESOLUTION RECOMMENDING, OR IN THE ALTERNATIVE, NOT RECOMMENDING, THAT THE CITY COUNCIL AUTHORIZE ONE-TIME FUNDING IN THE AMOUNT OF $55,700 FOR THE PUBLIC SAFETY PROMOTIONAL ASSESSMENTS FOR FY26-27**

RECOMMENDATION

Adopt a Resolution recommending, or in the alternative, not recommending, that the City Council authorize one-time funding in the amount of $55,700 for the Public Safety Promotional Assessments for FY26-27.

BACKGROUND AND DISCUSSION

The Human Resources Department is required to maintain promotional eligible lists for both Police and Fire personnel (IAFF MOU Section 10, VPOA MOU Section 6). Under Civil Service Commission Rule 13, these promotional lists are valid for two years. Failure to maintain an active promotional list for journey level and advanced level ranks in public safety would impact essential operations and jeopardize the safety and well-being of the community.

Measure P has specific spending categories that were approved by Council:

1. Maintain critical city services such as keeping public spaces healthy, safe and clean
2. Maintain fire protection
3. Maintain emergency medical response
4. Maintain crime prevention
5. Address homelessness
6. Address blight
7. Address dumping
8. Repair deteriorating neighborhood streets, roads and sidewalks
9. Youth priorities

The top four spending categories are directly related to public safety. In order to achieve results in those categories, we must maintain appropriate staffing levels in public safety, as well as the resulting vacancies at lower levels that occur due to promotions. This request is not for salaries. Staff are requesting Measure P funds specifically to cover the one-time costs of promotional assessments for public safety positions in FY26-27. Without Measure P funding, the Human Resources Department will not have the sufficient budget capacity to conduct these assessments and fill critical public safety positions that will directly affect service levels and community safety.

Classification	Anticipated Test Date	Total
Firefighter Engineer	08/2026	$11,700
Fire Captain	09/2026	$15,500
Police Corporal	09/2026	$14,800

Police Sergeant	12/2026	$13,700
Totals:		$55,700

FISCAL IMPACT

The total one-time cost for the promotional assessments is $55,700.

If approved, the one-time cost will be funded by Measure P for FY26/27.

ATTACHMENTS

1.	MPOC Resolution_HR_Public Safety Promotional Assessments CAO Stamp
2.	MPOC Project Justification Request_HR_Public Safety Promotional Assessments

CONTACT

Stephanie Sifuentes, Human Resources Director (707) 648-4363
Stephanie.sifuentes@cityofvallejo.net

Approved as to form:

By: _____ for
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE RECOMMENDING, OR IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE ONE-TIME FUNDING IN THE AMOUNT OF $55,700 FOR THE PUBLIC SAFETY PROMOTIONAL ASSESSMENTS FOR FY26/24

WHEREAS, the Human Resources Department is required to maintain promotional eligible lists for both Police and Fire personnel (IAFF MOU Section 10, VPOA MOU Section 6). Under Civil Service Commission Rule 13, these promotional lists are valid for two years; and

WHEREAS, failure to maintain an active promotional list for journey level and advanced level ranks in public safety would impact on essential operations and jeopardize the safety and well-being of the community; and

WHEREAS, the City faces an anticipated $29M General Fund shortfall in FY26/27, yet must still conduct promotional assessments to fill critical public safety positions that will directly affect service levels and community safety; and

NOW, THEREFORE, BE IT RESOLVED that the City of Vallejo Measure P Oversight Committee hereby recommends/ doesn't recommend that the City Council allocate $55,700 in FY26/27 Measure P funds to cover the one-time cost for conducting public safety promotional assessments.

ADOPTED BY THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE at a regular meeting held on _____ with the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
JACKIE JONES, CHAIR

ATTEST:

_____
FLORITA CRUZ, STAFF SECRETARY

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT A RESOLUTION RECOMMENDING, OR IN THE ALTERNATIVE, NOT RECOMMENDING, THAT THE CITY COUNCIL AUTHORIZE ONE-TIME FUNDING IN THE AMOUNT OF $55,700 FOR THE PUBLIC SAFETY PROMOTIONAL ASSESSMENTS FOR FY26-27

1. Project Urgency & Justification

The Human Resources Department is required to maintain promotional eligible lists for both Police and Fire personnel (IAFF MOU Section 10, VPOA MOU Section 6). Under Civil Service Commission Rule 13, these promotional lists are valid for two years. Failure to maintain an active promotional list for journey level and advanced level ranks in public safety would impact on essential operations and jeopardize the safety and well-being of the community.

2. Project Timeline

Start Date: FY 26/27
End Date: FY 26/27

3. Financial Overview

Total Cost: $55,700
End of Useful Life

4. Procurement Method

Existing Contract or New RFP?: **N/A**

5. Funding Sources

Alternate Funding Sources Identified: The City's General Fund.
Conditions or Restrictions of Alternate Funding: The City's General Fund is facing a $29M shortfall, and is actively seeking alternative funding solutions.

6. Budgetary Alignment

Included in Current Annual Budget: No existing budget.

7. Implementation Details

Location (Where):
Implemented By:
Vetted by Local Expert:

8. Community Impact

Who Benefits: Residents of Vallejo
Estimated Number of People Impacted: All
Demographic Impacted: All
Related Council Requests: N/A
Relevant Commissions Involved: N/A

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: Tim Boothe, Interim Deputy Fire Chief
SUBJECT: **ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $3,225,000.00 OF MEASURE P FUNDING FOR THE REPLACEMENT OF TWO FIELD COMMAND VEHICLES, ONE UTILITY VEHICLE, 1 TYPE 1 ENGINE FULLY COMPLIMENTED FOR FY26/27 AND TWO FIELD COMMAND VEHICLES 1 TYPE 1 ENGINE FULLY COMPLIMENTED FOR FY 27/28**

RECOMMENDATION

Adopt a resolution recommending or, in the alternative, not recommending that the City Council authorize $3,225,000.00 of Measure P funding for the replacement of four field command vehicles, one utility vehicle and 2 type 1 engines fully complimented.
FY 26/27 1 Type 1 engine at $1,355,000.00, 2 Field command vehicles at $190,000.00 and 1 F550 utility at $135,000.00 = $1,680,000
FY 27/28 1 Type 1 engine at $1,355,000.00 and 2 Field command vehicles at $190,000.00 = $1,545,000

BACKGROUND AND DISCUSSION

The Vallejo Fire department has identified the need to replace 5 current vehicles that are at their end of life and add 2 Type 1 engines. The City's fleet of vehicles is essential to supporting daily operations across various departments. Over the years, the current vehicles have experienced significant wear and tear due to frequent use, resulting in escalating repair costs and extended down times. Many of the existing staff vehicles have reached or exceeded their useful life, making it increasingly difficult to meet the transportation and operational needs of the city.
The following vehicles are recommended for replacement:
Four (4) Ford Expedition field command Vehicles
Purpose: These vehicles will be used by staff for emergency response, fire prevention, public education and general transportation.
Current Vehicles to be Replaced: Four (4) aging vehicles that are 12-15 years old and require frequent maintenance, resulting in high repair costs and decreased reliability.
One (1) Ford F-550 Utility Vehicle
Purpose: This heavy-duty utility vehicle will be used for carrying heavy equipment, tools, and towing various trailers utilized by the department
Current Vehicle to be Replaced: One (1) aging utility vehicle that is over 20 years old, presenting multiple mechanical issues and no longer meeting the demands of our maintenance department.
Two (2) Type 1 fire apparatus:
Purpose: These vehicles will replace 2 engines that went in service in 2012. These two engines have over 100,000 miles and require frequent maintenance. With a proposed 270 day build it is essential that we order our replacement engines early. This price includes fully outfitting the engines with all necessary equipment.

The following reasons support the need for replacement:
Incident Commanders and Leadership: Having four vehicles allows for flexibility in staffing, ensuring that incident commanders and other key leadership personnel can respond quickly with adequate transportation to

manage emergencies effectively.
Reliability and Safety Concerns: The aging vehicles have become less reliable, leading to frequent breakdowns and disruptions in operations. This compromises staff productivity and creates potential safety hazards for both staff and the public.
Interoperability with Statewide Systems: The California Master Mutual Aid Agreement (CMAA) is a framework that allows for the coordinated sharing of resources among fire departments during large-scale emergencies. Having multiple 4x4-equipped vehicles within the Vallejo Fire Department ensures that the department can participate fully in mutual aid responses throughout California.
Fuel Efficiency and Emissions Standards: The proposed new Ford Expeditions and Ford F-550 comply with the latest emissions standards and will provide improved fuel efficiency, contributing to the City's sustainability goals.

FISCAL IMPACT

The estimated costs for the new vehicles are as follows:
Ford Expedition (4 units): 2 in FY 26/27 and 2 in FY 27/28
Unit Cost: $95,000.00
Total Cost: $380,000.00
Ford F-550 Utility Vehicle (1 unit):$110,069.92
Total Cost: $135,000.00
Fire Engine (2)) 1 in FY26/27 and 1 in FY 27/28
Total Cost: $1,355,000.00 each
Total Estimated Cost for All Vehicles: $3,225,000.00
These costs include the purchase price, delivery, taxes and necessary modifications to meet operational specifications.

Fiscal year 26/27 total cost: $1,870,000.00
Fiscal Year 27/28 total cost $1,355,000.00

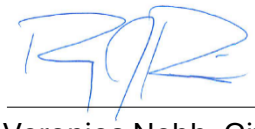
ATTACHMENTS

1.	MPOC Resolution_VFD_Vehicles CAO Stamp
2.	MPOC Project Justification Request_VFD_Vehicles
3.	10.T 3312610- CITY OF VALLEJO - F550
4.	10.T 3312615 CITY OF VALLEJO - Expedition
5.	10.T 314612

CONTACT

Tim Boothe, Interim Deputy Fire Chief (707) 648-4526
Tim.boothe@cityofvallejo.net

Approved as to form:

By:  for

Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY OF VALLEJO MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $3,225,000.00OF MEASURE P FUNDING FOR THE REPLACEMENT OF TWO FIELD COMMAND VEHICLES, ONE UTILITY VEHICLE, 1 TYPE 1 ENGINE FULLY COMPLIMENTED FOR FY26/27 AND TWO FIELD COMMAND VEHICLES AND 1 TYPE 1 ENGINE FULLY COMPLIMENTED FOR FY27/28

WHEREAS, the Vallejo Fire Department has identified the need to replace aging and unreliable vehicles that have reached or exceeded their useful life; and

WHEREAS, the current fleet includes vehicles that are between 12 to over 20 years old, resulting in increased maintenance costs, reduced reliability, and operational inefficiencies; and

WHEREAS, the proposed replacements include four (4) field command vehicles, one (1) utility vehicle, and two (2) Type 1 fire engines to support emergency response, fire prevention, public education, and departmental operations; and

WHEREAS, the replacement of these vehicles will enhance reliability, improve safety for staff and the public, and ensure continuity of emergency services; and

WHEREAS, updated vehicles will support interoperability under the California Master Mutual Aid Agreement, enabling effective participation in statewide emergency response efforts; and

WHEREAS, the proposed vehicles meet current emissions standards and will improve fuel efficiency, contributing to the City's sustainability goals; and

WHEREAS, the total estimated cost for the replacement program is $3,225,000, including all purchase, delivery, tax, and equipment outfitting costs; and

WHEREAS, the proposed expenditures are phased as follows:

- Fiscal Year 2026/2027: One (1) Type 1 engine, two (2) field command vehicles, and one (1) utility vehicle, totaling $1,680,000; and
- Fiscal Year 2027/2028: One (1) Type 1 engine and two (2) field command vehicles, totaling $1,545,000; and

WHEREAS, Measure P funding has been identified as the source for financing these critical capital improvements;

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby recommends or does not recommend that the City Council authorize the use of Measure P funds in the amount of $3,225,000 for the replacement of fire department vehicles and apparatus as described herein. The City Council is urged to consider the operational, safety, and financial benefits associated with timely replacement of aging emergency response vehicles.

PASSED AND ADOPTED by the Measure P Oversight Committee of the City of Vallejo at a regular meeting held on the 30th day of April, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____

JACKIE JONES, CHAIR

_____

FLORITA CRUZ, SECRETARY

PROJECT SUMMARY & JUSTIFICATION

: ADOPT A RESOLUTION RECOMMENDING OR, IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE $3,225,000 OF MEASURE P FUNDING FOR THE REPLACEMENT OF (4) FIELD COMMAND VEHICLES, (2) TYPE 1 FIRE ENGINES AND (1) EMERGENCY SUPPORT VEHICLE.

AGENDA ITEM TITLE: Funding for (2) Type 1 Fire Engines, (4) Field Command vehicles and (1) Emergency Support vehicle - Ford F550 utility

1. Project Urgency & Justification

The Vallejo Fire Department needs to replace six current vehicles that have reached or exceeded their end of life. Four of these vehicles, Ford Expeditions or field command vehicles and one Emergency Support vehicle (Ford F-550 utility vehicle)—are essential for daily operations and emergency responses. Due to frequent wear and tear, the aging vehicles are increasingly unreliable leading to higher repair costs, extended downtime, and operational inefficiencies. Replacing them is critical to ensuring continued staff mobility, effective emergency response, and compliance with safety and environmental standards. The current vehicles no longer meet the demands of the department, creating safety hazards for both staff and the public.

Justification:

- **Operational Needs:** The vehicles are vital for incident commanders and leadership to respond quickly to emergencies, ensuring that key personnel can manage situations effectively.
- **Reliability and Safety:** Aging vehicles frequently break down, compromising operational efficiency and increasing safety risks. Our Emergency Support vehicle has had two major overhauls and is currently regulated to under 50mph
- **Interoperability:** The vehicles must be equipped to handle mutual aid requests across the state through the California Master Mutual Aid Agreement (CMAA), which necessitates reliable 4x4 vehicles.
- **Fiscal Responsibility:** Continuing to replace fleet annually spreads the cost out over time and avoids large fleet replacement purchases in a single fiscal year. The requested 4-wheel drive Field Command vehicles are subject to the California Master Mutual Aid and eligible for state and federal use reimbursement. Last year alone, these types of apparatus recouped nearly $20k in state and federal reimbursements. Our current vehicle replacement budget is earmarked for debt service on previous purchases.

2. Project Timeline

Start Date: 7/1/2026
End Date: 12/31/2027

3. Financial Overview

Total Cost: $3,225,000

End of Useful Life 10-15 years for all vehicles based on use and milage.

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4. Procurement Method

Existing Contract or New RFP?: Existing These vehicles would be purchased through Public Works existing fleet purchase contracts

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5. Funding Sources

Alternate Funding Sources Identified: Exploring federal or state grant opportunities for fire equipment replacement or sustainability initiatives. None located at this time

Conditions or Restrictions of Alternate Funding: Any federal or state grant funding may require matching local funds or adherence to specific project timelines and specifications, such as emissions standards or vehicle usage reporting.

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6. Budgetary Alignment

Included in Current Annual Budget: Current vehicle replacement budget is encumbered to debt service of previous fleet purchase. Asks to increase vehicle replacement fund were not approved due to citywide budget deficits

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7. Implementation Details

Location (Where): Fire Department

Implemented By: Public Works

Vetted by Local Expert:

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8. Community Impact

Who Benefits:

All citizens who are in our direct protection

Estimated Number of People Impacted:

Demographic Impacted: All demographics

Related Council Requests: This is in line with the Council goal to increase public safety

Relevant Commissions Involved: No commissions are involved

DOWNTOWN Ford SACRAMENTO

3312610

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

QUOTE

Customer

Name	CITY OF VALLEJO			
Address	111 AMADOR ST			
City	VALLEJO	State CA	Zip 94590	
Phone	ATTN: LUIS MARRERO			

DATE	3/31/2026
SALES REP	BETHANY
PHONE	916-848-3177
FOB	SACRAMENTO

Qty	Description	Unit Price	TOTAL
1	**2026 FORD F550 REGULAR CAB CHASSIS DIESEL**	$61,042.00	$61,042.00
	STATE OF CALIFORNIA 1-22-23-20F		
	CLIN 53		
	EXTERIOR COLOR: RACE RED		
OPTIONS			
	PRICING BELOW SUBJECT TO CHANGE		
1	F5H - CHANGE TO 4X4	$3,031.00	
1	LIMITED SLIP AXLE	$396.00	$396.00
1	W5G - CREW CAB 203 WB / 84" CA	$3,556.00	$3,556.00
1	5120 - CHANGE TO 205" WB / 120" CA	$361.00	$361.00
1	67A - DUAL ALTERNATORS	$377.00	$377.00
1	76C - BACKUP ALARM	$230.00	$230.00
1	67B - HD ALTERNATOR	$115.00	$115.00
1	43C - 100V / 400W OUTLET	$177.00	$177.00
1	67H - HD SERVICE SUSPENSION	$126.00	$126.00
1	18B - PLATFORM RUNNING BOARDS	$445.00	$445.00
1	41P - SKID PLATES	$100.00	$100.00
1	TGM - TRACTION TIRES	$190.00	$190.00
1	86M - DUAL BATTERY	$210.00	$210.00
1	872 - REAR VIEW CAMERA PREP KIT	$515.00	$515.00
1	52B - TRAILER BRAKE CONTROLLER	$300.00	$300.00
1	LEHER SPOT LAMPS - DRIVER / PASS SIDE - BUDGE.	$1,500.00	$1,500.00
1	SCELZI BODY QUOTE - 314612	$26,324.00	$26,324.00
1	CKE - EXTRA KEY W/ FOB (3 TOTAL)	$299.00	$299.00
1	MANUAL SHOP - CD ROM	$455.00	$455.00
1	WARRANTY - EXTRA CARE 5 YR / 100K MILE	$3,560.00	$3,560.00
1	DOC FEE	$85.00	$85.00
	SALES TAX CALCULATED AT: 9.250%		
	BASED ON REGISTRATION ADDRESS		
		SubTotal	$100,363.00
		DELIVERY	$750.00
		SALES TAX	$8,946.42
		CA Tire Tax	$10.50
		TOTAL	$110,069.92

Payment Details

- ○ Cash
- ◉ Check
- ○ Credit Card

Name _____
CC # _____
Expires _____

Office Use Only

$500 DISCOUNT WITH PAYMENT IN 20 DAYS

DOWNTOWN Ford SACRAMENTO

3312615

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

QUOTE

Customer

Name	CITY OF VALLEJO
Address	111 AMADOR ST
City	VALLEJO State CA Zip 94590
Phone	ATTN: LUIS MARRERO

DATE	3/31/2026
SALES REP	BETHANY
PHONE	916-848-3177
FOB	SACRAMENTO

Qty	Description	Unit Price	TOTAL
1	**2026 FORD EXPEDITION ACTIVE 4X4**	$63,323.00	$63,323.00
	STATE OF CALIFORNIA 1-22-23-23F		
	CLIN 3		
	EXTERIOR COLOR: OXFORD WHITE		
OPTIONS			
	FOR BUDGETARY PURPOSES ONLY		
	PRICING BELOW SUBJECT TO CHANGE		
-1	U1G - CHANGE TO SSV	$6,500.00	($6,500.00)
1	47B - FLOOR LINERS FRONT AND REAR	$207.00	$207.00
1	LIMO TINT	$599.00	$599.00
1	DUAL SPOT LAMPS - BUDGETARY	$1,500.00	$1,500.00
1	EXTRA KEY - 3 TOTAL	$299.00	$299.00
1	WARRANTY - 5 YR / 100K MILE	$2,942.00	$2,942.00
1	BUDGETARY 3% INCREASE FOR 2027 MODEL YEAR	$1,900.00	$1,900.00
1	DOC FEE	$85.00	$85.00
	SALES TAX CALCULATED AT: 9.250%		
	BASED ON REGISTRATION ADDRESS		

SubTotal	$64,355.00
DELIVERY	$750.00
SALES TAX	$5,680.72
CA Tire Tax	$8.75
TOTAL	$70,794.47

Payment Details

- ○ Cash
- ◉ Check
- ○ Credit Card

Name _____
CC # _____
Expires _____

Office Use Only

$500 DISCOUNT WITH PAYMENT IN 20 DAYS

SCELZI ENTERPRISES, INC.
Premium Truck Bodies

2286 E. Date Ave.
Fresno, CA 93706
Phone: 559-237-5541
Fax: 559-237-5554
www.SEINC.com

Quotation

314612

Date: *3/25/2026, 2:50:15 PM*

User: *Uribe, Ruben*

Bill To:	CITY OF VALLEJO Attn: Pamogas, Jorge 111 AMADOR STREET VALLEJO, CA 94590 707-648-4334	**Ship To:**	Fresno Will Call Attn: Scelzi Enterprises 2664 S Cherry Ave. Fresno, CA 93706

Quote Date:	03/25/2026	**Salesman:**	Uribe, Ruben
Expiration Date:	04/24/2026	**Ship Via:**	WILL CALL, Fresno, CA - Sales Office (Will Call)
Sales Tax	Fresno* @ 8.350%	**Terms:**	COD
		PO Number:	

Notes:

MOUNT IN FRESNO
PAINT BODY SINGLE STAGE BLACK
AFT AXLE FUEL TANK - DIESEL
DEF TANK SET UP WITH FUEL LINE AND BEZEL

Qty	Part Number	Description	Total	Tax
1	CUSTOMER TRUCK	2027, FORD, F550, CREW CAB, WHITE, DIESEL, DRW, 84" CA, VIN # TBA	$0.00	

SCELZI ENTERPRISES, INC.
Premium Truck Bodies

Quotation

314612

Date: *3/25/2026, 2:50:15 PM*

User: *Uribe, Ruben*

1	WFB 8 X 12	- 7/8" HARDWOOD FLOOR - CROSSMEMBERS ON 16" CENTERS. - ROPE HOOKS ON EACH CROSSMEMBER. - A.J. BAER STAKE POCKETS *** SIDES ONLY *** - L.E.D. SEAL BEAM CLEARANCE LIGHTS & OEM TAILLIGHTS. - ICC DOCK BUMPER. - PERFORATED HEADBOARD 10 GAUGE SMOOTH STEEL 50/50 NON-CONTOURED WITH 3" CHANNEL UPRIGHTS AND RADIUS CORNERS. 1EA - SET OF SLIDING BINDER TRACK EXTENDING FRONT TO REAR BOTH SIDES EXCLUDING OVER REAR TIRES 4EA - COMBO BINDERS SLIDING ON DRIVERSIDE, (3EA) IN FRONT OF REAR TIRES (1EA) BEHIND REAR TIRES 4EA - 3/4" SLIDING ROPE HOOKS ON PASSENGER SIDE DIRECTLY ACROSS COMBO BINDERS 1EA - TOMMY GATE 2500LBS CAPACITY RAILGATE LIFTGATE MODEL# 89-25 TP42 WITH AN 89" X 42" LOADABLE PLATFORM AND WITH 12" TAPER, LED LIGHT KIT AND IN CAB SHUT OFF SWITCH - FACTORY BLACK 1EA - CLASS 5 RECEIVER HITCH WITH CLASS 4 REDUCER INSERT 1EA - TRAILER PLUG 7/4 OEM SOCKET 1EA - INSTALL FACTORY BACK UP CAMERA	$23,826.00	T
1	FB-SIDERACK	SET OF 42" TALL A.J. BAER STEEL STAKES WITH ALUMINUM SLATS AND WESTERN GATE LATCHES - SIDES ONLY *** BLACK STAKES WITH RAW ALUMINUM SLATS ***	$0.00	
2	TOOLBOX	48" X 18" X 18" UNDERBODY TOOLBOXES, RECESSED MOUNTED (1EA) SIDE AT FRONT	$0.00	
1	HAZ MAT - HWD FEE	HAZARDOUS WASTE DISPOSAL FEE	$55.00	
1	WEIGHT CERTIFICATE	WEIGHT CERTIFICATE OF COMPLETED UNIT	$50.00	
1	WILL CALL	CUSTOMER TO PICK UP COMPLETED UNIT IN FRESNO, CA	$0.00	

Sub Total	**$23,931.00**
Sales Tax	**$1,989.47**
Total	**$25,920.47**

SCELZI ENTERPRISES, INC.
Premium Truck Bodies

Quotation

314612

Date: *3/25/2026, 2:50:15 PM*

User: *Uribe, Ruben*

DISCLAIMERS

TERMS:	Standard terms are Net 10 Days, any deviations need to be in writing before production
CHASSIS:	Scelzi Enterprises, Inc. is not responsible for flashing or modification of any chassis modules due to the installation of a body Including but not limited to camera installation, erratic turn signal operation, etc
CHANGES:	Each change after quote is accepted will constitute a $600.00 fee in addition to the cost of the change No changes will be made to orders 2 weeks prior to production start date
DRAWINGS:	Any changes to drawings after acceptance and 2 weeks prior to production start date will constitute a $500.00 fee or more at $150.00 per hour No changes will be made to drawings 2 weeks prior to production start date
PAINT:	Scelzi Enterprises, Inc. does not guarantee a perfect color match due to inconsistencies in factory paints and procedures

THIS WORK AUTHORIZED BY

DATE

Payment in full on completion of job if credit arrangements have not been made in advance

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs will be charged for accordingly.

Estimate Prepared By:

Sales Rep: Uribe, Ruben

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: James Rustice, Interm Fire Chief
SUBJECT: **A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR IN THE ALTERNATIVE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE FUNDING FOR THE PURCHASE OF FOUR (4) GEAR EXTRACTORS AND SIX (6) GEAR DRYERS FOR THE FIRE DEPARTMENT**

RECOMMENDATION

Adopt a resolution recommending or, in the alternative, not recommending that the City Council authorize $165,000 of Measure P funding for the purchase of 4 Gear extractors and 6 Gear dryers in FY 2026-2027 for the Fire Department.

BACKGROUND AND DISCUSSION

Gear extractors and Gear Dryers:
Specialized washers and dryers for turnout gear are essential to maintaining firefighter health, safety, and operational readiness. These units are specifically designed to properly clean and dry personal protective equipment (PPE) without damaging the materials or reducing their protective capabilities.

Health and Safety:
Firefighter gear is routinely exposed to carcinogens, toxic chemicals, and biological contaminants. Proper extraction using approved gear washers significantly reduces these hazards, helping to lower long-term health risks, including occupational cancers.

Compliance and Best Practices:
Industry standards and best practices, including those outlined in NFPA guidelines, emphasize the importance of routine and proper cleaning of turnout gear. Standard commercial or residential machines are not designed to meet these requirements and can damage PPE or fail to remove harmful contaminants effectively.

Longevity of Equipment:
Using dedicated gear washers and dryers extends the life of turnout gear by utilizing appropriate wash cycles, water temperatures, and extraction methods. This protects the department's investment and reduces premature replacement costs.

Operational Readiness:
Having in-house gear washers and dryers ensures faster turnaround times for clean gear, minimizing downtime and ensuring firefighters always have properly maintained PPE available for emergency response.

Current Need:
Without dedicated equipment, gear cleaning is inconsistent, less effective, and may expose personnel to unnecessary risks. Investing in proper washers and dryers provides a reliable, compliant, and safe solution.

In summary, outfitting the department with specialized gear washers and dryers is a critical investment in firefighter safety, regulatory compliance, and long-term cost savings.

FISCAL IMPACT

The fiscal impact is a one-time cost for 6-gear dryers and for 4-gear washers.
Total funds needed-$165,000.00

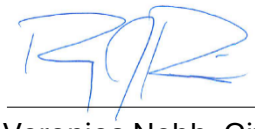
ATTACHMENTS

1.	MPOC Resolution_VFD_Gear Extractors and Dryers CAO Stamp
2.	MPOC Project Justification Request_VFD_Gear Extractors and Dryers
3.	10.U Quotation_QO382289_1774964259825
4.	10.U UniMac UY40 Soft Mount Extractor 3-31-26
5.	10.U UniMac UY TOUCH Soft Mount Extractor Series

CONTACT

James Rustice, Interm Fire Chief 707-648-4092
James.rustice@cityofvallejo.net

Approved as to form:

By:  for

Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR IN THE ALTERNATIVE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE FUNDING FOR THE PURCHASE OF FOUR (4) GEAR EXTRACTORS AND SIX (6) GEAR DRYERS FOR THE FIRE DEPARTMENT

WHEREAS, the Measure P Oversight Committee is tasked with reviewing and making recommendations regarding the use of Measure P funds including funding to purchase equipment such as four (4) gear extractors and six (6) gear dryers for the Fire Department; and

WHEREAS, specialized gear extractors and dryers are essential for the proper cleaning and maintenance of firefighter personal protective equipment (PPE), ensuring that such equipment remains effective and safe for use; and

WHEREAS, firefighter turnout gear is routinely exposed to carcinogens, toxic chemicals, and biological contaminants, and proper cleaning significantly reduces associated health risks, including occupational cancers; and

WHEREAS, industry standards, including guidelines from the National Fire Protection Association (NFPA), require the use of specialized equipment to properly clean and maintain turnout gear; and

WHEREAS, the use of dedicated gear extractors and dryers extends the lifespan of PPE, protects the City's investment, and reduces long-term replacement costs; and

WHEREAS, in-house cleaning capability improves operational readiness by ensuring faster turnaround times and consistent availability of properly maintained gear; and

WHEREAS, the total one-time fiscal impact of the proposed purchase is $165,000.00 from Measure P funds; and

WHEREAS, the Committee has reviewed the request and determined that the proposed expenditure is consistent with the intent and allowable uses of Measure P funds;

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby recommends approval / does not recommend approval that the City Council approve the

allocation of $165,000.00 in Measure P funds for the purchase of four (4) gear extractors and six (6) gear dryers for the Fire Department.

ADOPTED by the Measure P Oversight Committee of the City of Vallejo at a regular meeting held on the 30th day of April, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____

JACKIE JONES, CHAIR

_____

FLORITA CRUZ, STAFF SECRETARY

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR IN THE ALTERNATIVE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE FUNDING FOR THE PURCHASE OF FOUR (4) GEAR EXTRACTORS AND SIX (6) GEAR DRYERS FOR THE FIRE DEPARTMENT

Justification for Fire Department Gear Washers and Dryers Specialized washers and dryers for turnout gear are essential to maintaining firefighter health, safety, and operational readiness. These units are specifically designed to properly clean and dry personal protective equipment (PPE) without damaging the materials or reducing their protective capabilities. Health **and Safety:**
Firefighter gear is routinely exposed to carcinogens, toxic chemicals, and biological contaminants. Proper extraction using approved gear washers significantly reduces these hazards, helping to lower long-term health risks, including occupational cancers. **Compliance and Best Practices:**
Industry standards and best practices, including those outlined in NFPA guidelines, emphasize the importance of routine and proper cleaning of turnout gear. Standard commercial or residential machines are not designed to meet these requirements and can damage PPE or fail to remove harmful contaminants effectively. **Longevity of Equipment:**
Using dedicated gear washers and dryers extends the life of turnout gear by utilizing appropriate wash cycles, water temperatures, and extraction methods. This protects the department's investment and reduces premature replacement costs **Operational Readiness:**
Having in-house gear washers and dryers ensures faster turnaround times for clean gear, minimizing downtime and ensuring firefighters always have properly maintained PPE available for emergency response. **Current Need:**
Without dedicated equipment, gear cleaning is inconsistent, less effective, and may expose personnel to unnecessary risks. Investing in proper washers and dryers provides a reliable, compliant, and safe solution. In summary, outfitting the department with specialized gear washers and dryers is a critical investment in firefighter safety, regulatory compliance, and long-term cost savings

1. Project Timeline
Start Date: 7/1/2026
End Date: 12/31/2026

2. Financial Overview
Total Cost: $165,000.00
End of Useful Life

3. Procurement Method
Existing Contract or New RFP?: Existing contracts

4. Funding Sources
Alternate Funding Sources Identified: None identified
Conditions or Restrictions of Alternate Funding:

5. Budgetary Alignment

Included in Current Annual Budget: No.

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6. Implementation Details

Location (Where): Are goal is to have a set at every Fire station and training.

Implemented By: Fire Department

Vetted by Local Expert:

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7. Community Impact

Who Benefits: Firefighters, proper washing of turnouts reduces the risk of occupational cancer

Estimated Number of People Impacted: 89

Demographic Impacted: All Firefighters

Related Council Requests: This is in line with the Council goal to increase public safety

Relevant Commissions Involved: No commissions are involved

Ph: 510-839-5111
TF: 800-443-3556
oaksales@lncurtis.com
UEI#: DDLSADSWN7U7

CURTIS
TOOLS FOR HEROES

Pacific North Division
6723 Sierra Court, Suite C
Dublin, CA 94568
www.LNCurtis.com

Quotation

CUSTOMER:

Vallejo City Fire Department CA
970 Nimitz Avenue
Vallejo CA 94592-1040

SHIP TO:

Vallejo City Fire Department CA
970 Nimitz Avenue
Vallejo CA 94592-1040

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
382289	03/31/2026	04/30/2026

SALESPERSON	CUSTOMER SERVICE REP
Shawn Sweeney ssweeney@lncurtis.com 530-308-9575	Shawn Sweeney ssweeney@lncurtis.com 530-308-9575

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
SEE INTERN NOTES ON CUST RECORD	BRANDON WHITNEY	C36110	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
SP	Standard Shipping	

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. The SDS is provided with the product. In addition, manufacturer's safety and/or warning notices, instructions and information relating to the proper use and care of the product is provided with the product. All applicable SDS, safety and/or warning notices, instructions and other information provided with the product should be thoroughly read, reviewed, and understood prior to handling, distributing, using, reselling, or servicing any and all products provided by Curtis. Materials utilized to clean, repair, maintain and/or service your owned equipment, as well as Curtis owned equipment, may contain per-and polyfluoroalkyl substances (PFAS) to meet national standards or original equipment manufacturer specifications. For other important product notices and warnings, or to request an SDS, product specifications, manufacturer's safety notices, instructions and/or warning notices, please contact Curtis or visit https://www.lncurtis.com/product-notices-warnings

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	1	EA	TG-6H RAM AIR	6-Unit Ambient And Heated Air Turnout Gear Dryer with Touchscreen Control	OM	$12,445.00	$12,445.00

Small Business
CAGE Code: 5E720
SIC Code: 5099
Federal Tax ID: 94-1214350
UEI #DDLSADSWN7U7

This pricing generally remains firm until 04/30/2026. Pricing is subject to change if product is affected by the implementation of a tariff. Contact us for updated pricing after this date.

Due to market volatility, global supply chain pressures, and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Ph: 510-839-5111
TF: 800-443-3556
oaksales@lncurtis.com
UEI#: DDLSADSWN7U7

CURTIS
TOOLS FOR HEROES

Pacific North Division
6723 Sierra Court, Suite C
Dublin, CA 94568
www.LNCurtis.com

Subtotal	$12,445.00
Estimated Tax Total	$1,151.16
Transportation*	$687.00
***(to be added when order ships)**	
Total	$14,283.16

View Terms of Sale and Return Policy

BAUER COMPRESSORS

Quality. Our DNA

1216 Stealth Street
Livermore, CA 94551
925-449-7210
www.bauercomp.com

QUOTATION

Date	3/31/2026
Quote#	JK033126-40
Expiration Date:	30 Days
Terms	Net 30
Sales Rep.	Jeff Knobbe

Customer:

City of Vallejo Fire Dept
Attn: Brandon Whitney
Address TBD
Vallejo, CA. 94592

UniMac UY040 TOUCH, can wash up to 3 sets of turnouts

Quantity	Part Number	Description	Unit Price	Amount
1	UYT040VN0HXUBPE0BA	UniMac 40 lb - Softmount Washer-Extractor - Touch Control - (X) 200-240V/50-60Hz/1ph - (P) No Heater/Prep Steam	$12,453.66	$12,453.66
1	AYBF040X8X110001	Base - 40lb - 7 7/8" - Softmount, for use with "UY"	$625.50	$625.50
1	WBA15156MU000	Seko Wash Basic LL 2 Product Pump	$410.00	$410.00
2	LB11CAP500D10C	Seko Pick-Up Probe W/Check Valve 20"	$36.50	$73.00
2	LB07CD500	Seko Level Control PVC 20"	$56.50	$113.00
2	LB07CLIPS	Seko Clips for Pick-Up Probes/Level Control	$8.50	$17.00
1	FEE-0050-1	Programming, Installation of Injection System & Trip Charge	$810.00	$810.00
1	FEE-0050-16	ALS Extractor Installation Service	$3,500.00	$3,500.00
1	FEE-0050-17	ALS Trip Charge	$350.00	$350.00
1	FEE-0050-19	ALS Inbound Shipping Fee	$445.00	$445.00
1	FEE-0000	ALS Disposal of Existing Equipment	$125.00	$125.00
2	MBPPE-5	Micro Blaze PPE Decon Cleaner, 5 gal.	$190.00	$380.00
1	12860105G	Genlabs Strike Bac Germicidal Cleaner 1 oz. 5 gal.	$220.00	$220.00
1	MISC	**Discount if Bauer Recevies a Purchase Order no later than 5/22/26**	-$200.00	-$200.00
		per machine ordered		
		Unit must me installed no later than 6/26/26		

Notes:

Alliance Laundry System (ALS) will install UniMac Extractor.
ALS to connect to existing utilities. Utilities need to be within 3' of installed location. Labor quoted for ALS is prevailing wage.
Customer to provide a 110v plug within 3' of installed location for automatic injection system.

Subtotal	$19,322.16
Tax Rate (9.25%)	$1,322.02
Freight/Shipping	
Total	$20,644.18

If you have any questions concerning this quotation contact:

Jeff Knobbe
Cell: (925) 577-8518
jeff.knobbe@bauercomp.com

Thank you!

Maximum Performance

SPEED AND POWER. SERIOUS RESULTS.

UNIMAC.COM

UY SERIES SOFTMOUNT 20-70 LB WASHER-EXTRACTORS

As the leading manufacturer of on-premises laundry equipment, UniMac® offers more than 7 decades of incomparable quality and long-lasting performance. Our UY series is built with unyielding construction to ensure industrial strength. Our cutting-edge innovations and technologies reduce costs and maximize throughput. And we're constantly improving. It's all part of our commitment to providing the lowest cost of ownership in the industry.

LOWER YOUR COSTS WITH UNIMAC

- Faster extraction technology spins up to 400 G-Force to remove more water during each load, resulting in shorter drying times and lower energy bills.
- Innovative ECO Technology washing programs and unique product design features greatly reduce water costs.

OUR COMMITMENT TO ON-PREMISES LAUNDRY

Our customers are the direct focus of every product we manufacture and every decision we make. We make sure every piece of UniMac equipment comes with peace of mind and the support you need to help your business succeed. We are with you every step of the way with:

- Support from a worldwide network of distributors and a team of trained technicians.
- Service-parts availability.
- Service-training certification for distributors through Alliance Laundry Systems University.

Proudly based in Ripon, Wisconsin, USA, UniMac is dedicated to research, development and testing to provide equipment that delivers industrial strength and long-lasting quality. Our products undergo a 5-stage product-development process and are pushed beyond their limits in our state-of-the-art test lab to ensure they exceed the toughest demands of the commercial environment and meet our customers' highest standards.

FLEXIBLE INSTALLATION

UniMac softmount washer-extractors not only save on utility costs, but on installation time and costs as well. The freestanding design installs quickly with same-day operation. These machines are the perfect choice for second-floor laundries or other installations where a concrete floor isn't an option. Heavy-duty coil springs eliminate the need for special foundations, and strategically placed shock absorbers result in a tuned suspension system that absorbs out-of-balance load vibrations.

UniLinc™ Touch

BUILT ON QUALITY, it's time to experience the simplicity, flexibility and intelligence our premium control can bring to the laundry room.

- Bright, capacitive touch screen with clear cycle navigation
- 34 language options enabling staff members to navigate with their first language
- Streamline throughput with an easy-to-read main screen cycle countdown timer
- Delayed start allows maximum efficiency with the option to prep a load and set it to run later
- Seamless user experience with control continuity from the washer-extractor to the tumble dryer
- Set-up, programming and troubleshooting is simplified with easy-to-follow instructions
- Diagnostics and machine audit data identify and resolve errors faster

INDUSTRY-LEADING DURABILITY

Our softmount washer-extractors are manufactured with unyielding construction and industrial strength. They're designed with high-quality stainless steel front, top and side panels and embossed side panels for increased strength and durability. The formed steel frame is engineered with robust technology for added strength. And a modular bearing housing design ensures the equipment is long lasting and easy to service. This product also offers an inverter drive system that delivers low energy use, higher torque, high extraction speed, lower noise of below 65 dBA (one of the best on the market) and less imbalance.

UY SERIES AT A GLANCE

- 99 programming options
- Sleek, modern design
- High-quality, stainless steel front, top and side panels
- Stainless-steel inner drum and tub
- Unique drum increases mechanical action for better washing results and optimized water extraction
- Large drain valve for increased throughput
- High-capacity water inlets for fast fill
- Easy-to-use, four-compartment dispenser
- Eight liquid chemical connections
- 13 chemical ports of various sizes, including 1/2" manifold flush connections
- Large door opening for easy loading and unloading
- Ozone-compatible design
- Easy control access – no need to remove top panel
- Durable micro-v belt for long life

UY SERIES SOFTMOUNT WASHER-EXTRACTORS 20-70 LB

SPECIFICATIONS	UY20	UY25	UY30	UY40	UY55	UY70
Control	UniLinc™ Touch	UniLinc™ Touch	UniLinc™ Touch	UniLinc™ Touch	UniLinc™ Touch	UniLinc™ Touch
Capacity - lb (kg)	20 (8)	25 (11)	30 (14)	40 (18)	55 (24)	70 (31)
Dimensions	-	-	-	-	-	-
Width - in (mm)	27 15/16 (710)	31 5/16 (795)	31 5/16 (795)	38 3/16 (970)	38 3/16 (970)	38 3/16 (970)
Depth - in (mm)	30 7/10 (780)	30 9/10 (785)	36 4/5 (935)	37 4/5 (960)	43 1/10 (1095)	46 1/5 (1175)
Height - in (mm)	44 7/10 (1135)	49 (1245)	49 (1245)	56 3/10 (1430)	56 3/10 (1430)	56 3/10 (1430)
Cylinder Diameter - in (mm)	20 7/8 (530)	24 3/8 (620)	24 3/8 (620)	29 1/2 (750)	29 1/2 (750)	29 1/2 (750)
Cylinder Depth - in (mm)	13 3/4 (350)	13 3/4 (350)	17 3/4 (450)	16 (410)	21 1/2 (545)	24 1/2 (620)
Cylinder Volume - cu. ft. (liters)	2.6 (75)	3.7 (105)	4.8 (135)	6.4 (180)	8.5 (240)	9.9 (280)
Door Opening Size - in (mm)	13 (330)	16 1/8 (410)	16 1/8 (410)	18 1/8 (460)	18 1/8 (460)	18 1/8 (460)
Door Bottom to Floor - in (mm)	13 3/4 (349)	13 1/2 (342)	13 1/2 (342)	18 3/4 (477)	18 3/4 (477)	18 3/4 (477)
Wash Speed - RPM	49	49	49	42	42	42
Extract Speed - RPM	1165	1075	1075	980	980	915
Extract G-Force	400	400	400	400	400	350
Water Inlet Conn. - in (mm)	2 x 3/4 (19)	2 x 3/4 (19)	2 x 3/4 (19)	2 x 3/4 (19)	2 x 3/4 (19)	2 x 3/4 (19)
Steam Inlet Conn. - in (mm)	1/2 (13)	1/2 (13)	1/2 (13)	1/2 (13)	1/2 (13)	1/2 (13)
Drain Conn. Size - in (mm)	3 (76)	3 (76)	3 (76)	3 (76)	3 (76)	3 (76)
Motor Size - HP (kW)	1.00 (0.75)	1.48 (1.10)	2.01 (1.50)	2.95 (2.20)	4.02 (3.00)	4.02 (3.00)
Voltage/Hz/Phase Circuit	200-240V/50-60Hz/1ph 440-480V/50-60Hz/3ph	200-240V/50-60Hz/1ph 440-480V/50-60Hz/3ph	200-240V/50-60Hz/1ph 440-480V/50-60Hz/3ph	200-240V/50-60Hz/1ph 440-480V/50-60Hz/3ph	200-240V/50-60Hz/1ph 440-480V/50-60Hz/3ph	200-240V/50-60Hz/1ph 440-480V/50-60Hz/3ph
Shipping Dimensions	-	-	-	-	-	-
Height - in (mm)	49 (1245)	52 15/16 (1345)	52 15/16 (1345)	61 (1550)	61 (1550)	61 (1550)
Width - in (mm)	29 1/2 (750)	32 7/8 (835)	32 7/8 (835)	40 3/8 (1025)	40 3/8 (1025)	40 3/8 (1025)
Depth - in (mm)	33 1/16 (840)	33 1/16 (840)	38 3/4 (985)	40 (1015)	45 1/4 (1150)	48 1/4 (1225)
Net Weight - lb (kg)	408 (185)	463 (210)	563 (255)	838 (380)	948 (430)	1092 (495)
Shipping Weight - lb (kg)	441 (200)	518 (235)	606 (275)	871 (395)	992 (450)	1135 (515)
Agency Approvals	UL	UL	UL	UL	UL	UL

TO LEARN MORE OR TO FIND A DISTRIBUTOR IN YOUR AREA, VISIT UNIMAC.COM
ALLIANCE LAUNDRY SYSTEMS - SHEPARD ST, RIPON, WI 54971 - 1.800.587.5458

For the most accurate information, the installation guide should be used for all design and construction purposes.
Due to continuous product improvements, design and specifications subject to change without notice.
The quality management systems at Alliance Laundry Systems are registered to ISO 9001.

DATE: April 30, 2026
TO: Measure P Oversight Committee Chair and members of the Committee
FROM: Tim Boothe, Interim Deputy Chief
SUBJECT: **ADOPT A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE FUNDING OF $100,000 FOR THE COMMUNITY EMERGENCY RESPONSE TEAM (CERT) PROGRAM**

RECOMMENDATION

Adopt a resolution of the Measure P Oversight Committee recommending or in the alternative, not recommending that the City Council authorize funding for the Community Emergency Response Team (CERT) program:
1. $50,000 for FY 2026-2027
2. $50,000 for FY 2027-2028 to ensure program continuity and future funding.

BACKGROUND AND DISCUSSION

Funding for Community Emergency Response Team (CERT)

- Enhances community preparedness by training residents to safely respond to emergencies and disasters
- Expands response capacity by providing a trained volunteer force to support first responders
- Improves public safety through education in fire safety, basic medical care, and disaster response
- Strengthens coordination between the fire department and the community during large-scale incidents
- Reduces demand on emergency services by enabling citizens to manage minor incidents and assist until responders arrive

FISCAL IMPACT

Requesting $100,000.00 for the following: New Conex Box $5500.00, 200 CERT Kits @$122.99/each $24,598.00 Instructor stipend $3600.00/year, Department costs $10,000.00 per year. Disposables, first aid supplies and training aids $56,302

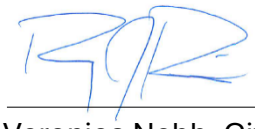
ATTACHMENTS

1.	MPOC Resolution_VFD_CERT CAO Stamp
2.	MPOC Project Justification Request_VFD_CERT

CONTACT

Tim Boothe, Interim Deputy Chief(707) 648-4526
Tim.boothe@cityofvallejo.net

Approved as to form:

By:  for

Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

ADOPT A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR IN THE ALTERNATIVE NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE FUNDING OF $50,000 FOR FISCAL YEAR 2026-2027 AND $50,000 FOR FISCAL YEAR 2027-2028 FOR THE COMMUNITY EMERGENCY RESPONSE TEAM (CERT) PROGRAM

WHEREAS, the Measure P Oversight Committee is charged with reviewing expenditures and making recommendations to the Vallejo City Council regarding the use of Measure P funds; and

WHEREAS, the Community Emergency Response Team (CERT) program enhances community preparedness by training residents to safely respond to emergencies and disasters; and

WHEREAS, the CERT program expands response capacity by providing a trained volunteer force to support first responders; and

WHEREAS, the CERT program improves public safety through education in fire safety, basic medical care, and disaster response; and

WHEREAS, the CERT program strengthens coordination between the fire department and the community during large-scale incidents; and

WHEREAS, the CERT program reduces demand on emergency services by enabling residents to manage minor incidents and assist until professional responders arrive; and

WHEREAS, the Vallejo Fire Department has requested funding in the amount of $50,000 for Fiscal Year 2026-2027, and $50,000 for Fiscal Year 2027-2028 to support the CERT program, including the purchase of a Conex storage box, CERT kits, instructor stipends, departmental costs, and necessary training supplies;

NOW, THEREFORE, BE IT RESOLVED that the Measure P Oversight Committee hereby recommends / does not recommend that the Vallejo City Council authorize the allocation of $100,000.00 in Measure P funds for the Community Emergency Response Team (CERT) program as described.

ADOPTED by the Measure P Oversight Committee of the City of Vallejo at a regular meeting held on the 30th day of April, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____

JACKIE JONES, CHAIR

_____

FLORITA CRUZ, STAFF SECRETARY

PROJECT SUMMARY & JUSTIFICATION

AGENDA ITEM TITLE: ADOPT A RESOLUTION OF THE MEASURE P OVERSIGHT COMMITTEE RECOMMENDING OR IN THE ALTERNATIVE, NOT RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE FUNDING OF $100,000 FOR THE COMMUNITY EMERGENCY RESPONSE TEAM (CERT) PROGRAM

1. Project Urgency & Justification

Funding for Community Emergency Response Team (CERT)

- Enhances community preparedness by training residents to safely respond to emergencies and disasters
- Expands response capacity by providing a trained volunteer force to support first responders
- Improves public safety through education in fire safety, basic medical care, and disaster response
- Strengthens coordination between the fire department and the community during large-scale incidents
- Reduces demand on emergency services by enabling citizens to manage minor incidents and assist until responders arrive

2. Project Timeline

Start Date: 7/1/2026
End Date: 6/30/2028

3. Financial Overview

Total Cost: $100,000.00 ($50,000 per Fiscal Year) New Conex Box $5500.00, 200 CERT Kits @$122.99/each $24,598.00 Instructor stipend $3600.00/year, Department costs $10,000.00 per year. Disposables, first aid supplies and training aids $56,302

End of Useful Life

4. Procurement Method

Existing Contract or New RFP?:

5. Funding Sources

Alternate Funding Sources Identified: no alternate funding sources located
Conditions or Restrictions of Alternate Funding:

6. Budgetary Alignment

Included in Current Annual Budget: No

7. Implementation Details

Location (Where): Fire Training and TBD
Implemented By: Fire Department
Vetted by Local Expert:

8. Community Impact

Who Benefits: Vallejo Citizens, with this funding we will start doing CERT training quarterly. These funds will also provide training material, helmet, vest and backpack to all that complete the program

Estimated Number of People Impacted: 25 per class

Demographic Impacted: All Demographics

Related Council Requests: This is in line with the Council goal to increase public safety

Relevant Commissions Involved: No commissions are involved