



City of Miami Gardens

City Council Agenda

January 8, 2020 at 7:00 PM

City Council:

Mayor Oliver Gilbert
Vice Mayor Rodney Harris
Councilman Erhabor Ighodaro, Ph.D.
Councilwoman Lillie Q. Odom
Councilman Reggie Leon
Councilman David Williams Jr
Councilwoman Katrina Wilson

Staff:

City Manager Cameron Benson
City Attorney Sonja K. Dickens, Esq.
City Clerk Mario Bataille, CMC

Contact:

Council Chambers
Miami Gardens, Florida 33056
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Fax: (305) 914-9033
Website: www.miamigardens-fl.gov

Next Regular Meeting Date: January 22, 2020

Article VII of the Miami Gardens Code entitled, “Lobbyist” requires that all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay a one-time annual fee of \$250.00. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence “City” action. “City” action is broadly described to include the ranking and selection of professional consultants, and virtually all-legislative, quasi-judicial and administrative action. All not-for-profit organizations, local chamber and merchant groups, homeowner associations, or trade associations and unions must also register however an annual fee is not required.

Page

1. CALL TO ORDER/ROLL CALL

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

4.1 *Regular City Council Meeting Draft Minutes – December 11, 2019*

Sponsored by: City Clerk

5. ORDER OF BUSINESS

(Items to be pulled from Consent Agenda at this time)

6. SPECIAL PRESENTATIONS (5 MINUTES EACH)

6.1 *Meatless Monday Presentation.*

Sponsored by: Councilwoman Lillie Q. Odom

7. PUBLIC COMMENTS

8. ORDINANCE(S) FOR FIRST READING:

9. ORDINANCE(S) FOR SECOND READING/PUBLIC HEARING(S)

10. RESOLUTION(S)/PUBLIC HEARING(S)

11. CONSENT AGENDA:

11.1 *A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FUNDS FROM COUNCILMAN IGHODARO'S PUBLIC AFFAIRS ACCOUNT IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00), FOR THE 27TH ANNUAL DR. MARTIN LUTHER KING, JR. SCHOLARSHIP BREAKFAST; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.* 5 - 8

Sponsored by: Councilman Erhabor Ighodaro

[Agenda Cover Memo #19-199 - Pdf](#)

11.2 *A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH MARK43, INC. ("MARK43"), IN SUBSTANTIAL FORM, FOR COMPUTER AIDED DISPATCHING ("CAD") AND THE RECORDS MANAGEMENT SYSTEM ("RMS"), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.* 9 - 166

Sponsored by: City Manager

[Agenda Cover Memo #19-058 - Pdf](#)

11.3 *A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACCEPTING A NINETY-NINE THOUSAND NINE HUNDRED AND ELEVEN DOLLARS AND FIFTY-THREE CENTS (\$99,911.53) PROJECT SAFE NEIGHBORHOODS GRANT AWARD FROM THE DEPARTMENT OF LAW ENFORCEMENT OFFICE OF CRIMINAL JUSTICE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS RELATED TO THE ACCEPTANCE OF THIS AWARD; PROVIDING FOR THE ADOPTION OF REPRESENTATION; PROVIDING FOR AN EFFECTIVE DATE.* 167 - 200

Sponsored by: City Manager

[Agenda Cover Memo #19-182 - Pdf](#)

11.4 *A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO MAKE AN INITIAL SPONSORSHIP PAYMENT OF FIFTY THOUSAND DOLLARS (\$50,000.00) TO SUPER FEST MIAMI LIVE LLC IN SUPPORT OF SUPER FEST MIAMI LIVE EVENTS TO OCCUR FROM* 201 - 204

JANUARY 24, 2020 THROUGH FEBRUARY 3, 2020; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by: City Manager

[Agenda Cover Memo #19-198 - Pdf](#)

11.5 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CANCELING AND RESCHEDULING CERTAIN CITY COUNCIL MEETING IN 2020; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. 205 - 209

Sponsored by: City Clerk

[Agenda Cover Memo #19-197 - Pdf](#)

12. RESOLUTION(S)

13. QUASI-JUDICIAL ZONING HEARINGS/JENNINGS DISCLOSURE:

13.1. ORDINANCES ON FOR FIRST READING/PUBLIC HEARING(S):

13.2. ORDINANCES ON FOR SECOND READING/PUBLIC HEARING(S)

13.2.1. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE CODE OF ORDINANCES AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AMENDING ARTICLE I – "GENERAL PROVISIONS," ARTICLE IX – "GENERALIZED SCHEDULE OF PERMITTED USES, USES PERMITTED WITH EXTRA REQUIREMENTS, SPECIAL EXCEPTION USES AND PROHIBITED USES," ARTICLE X – "ACCESSORY USES AND STRUCTURES," ARTICLE XI – "DEVELOPMENT STANDARDS GENERALIZED TABLE OF DEVELOPMENT STANDARDS," ARTICLE XII – "OFF-STREET PARKING, LOADING AND VEHICULAR CIRCULATION REQUIREMENTS," ARTICLE XV "PLANNED CORRIDOR DEVELOPMENT DISTRICT (PCD) AND ENTERTAINMENT OVERLAY DISTRICT (EO)," REPEALING AND REPLACING ARTICLE XIV – "MINIMUM LANDSCAPE AND BUFFERING REQUIREMENTS; FENCES; WALLS; HEDGES," CREATING DIVISION 8 OF ARTICLE XV – BUSINESS TRANSITIONAL OVERLAY DISTRICT OF THE CITY OF MIAMI GARDENS LAND DEVELOPMENT REGULATIONS; CREATING A LOCATION FOR THE BUSINESS TRANSITIONAL OVERLAY DISTRICT AS OUTLINED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. 211 - 310

Sponsored by: City Manager

[Agenda Cover Memo #19-196 - Pdf](#)

13.3. RESOLUTION(S)/PUBLIC HEARING(S)

14. REPORTS OF CITY MANAGER/CITY ATTORNEY/CITY CLERK (3 MINUTES EACH)

14.1 *Police Department Monthly Report - November 2019*

311 - 331

Sponsored by: City Manager
[Monthly Report](#)

15. REPORTS OF MAYOR AND COUNCIL MEMBERS (3 MINUTES EACH)

16. WRITTEN REQUESTS, PETITIONS & OTHER WRITTEN COMMUNICATIONS FROM THE PUBLIC

17. ADJOURNMENT

In accordance with the American with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact Mario Bataille, CMC, City Clerk (305) 622-8000 ext. 2830, no later than 48 hours prior to such proceedings. TDD number 1-800-955-8771.

Anyone wishing to obtain a copy of any agenda item may contact Mario Bataille, CMC, City Clerk (305) 914-9010 ext. 2830. The entire agenda packet can also be found on the city's website at www.miamigardens-fl.gov.

Anyone wishing to appeal any decision made by the city of Miami Gardens with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



Department	Sponsored By
Mayor and City Council	Councilman Erhabor Ighodaro

Agenda Item Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FUNDS FROM COUNCILMAN IGHODARO'S PUBLIC AFFAIRS ACCOUNT IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00), FOR THE 27TH ANNUAL DR. MARTIN LUTHER KING, JR. SCHOLARSHIP BREAKFAST; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary

The 5000 Role Models of Excellence Project is a dropout prevention, mentoring program committed to closing the minority male achievement (access) gap by guiding minority male students along a carefully charted path through grades K-12 and college or ensuring the attainment of other post-secondary credentials, and increasing their employability in higher wage, high skills jobs within high demand industries.

Each year, the 5000 Role Models of Excellence Project hosts their annual *Dr. Martin Luther King, Jr. Scholarship Breakfast*, raising funds to provide Role Model boys with scholarships to further their education.

Councilman Ighodaro is requesting a sponsorship in the amount of \$1,000.00 from his Public Affairs Special Events Account in support of the 27th Annual *Dr. Martin Luther King, Jr. Scholarship Breakfast*.

Fiscal Impact

The sponsorship will be funded from Councilman Ighodaro's Public Affairs Account in an amount not to exceed \$1,000.00. After the above allocation, Councilman Ighodaro will have a remaining balance of \$1,650 in the Public Affairs Account for the 2020 fiscal year.

Recommended Action

It is recommended that City Council approves the resolution allocating \$1,000.00 in support of the 27th Annual Dr. Martin Luther King, Jr. Scholarship Breakfast.

Attachments

Agenda Item #11.1

[Resolution 2020 - Supporting 5000 Role Models Annual Scholarship Breakfast](#)

Agenda Item #11.1

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FUNDS FROM COUNCILMAN IGHODARO'S PUBLIC AFFAIRS ACCOUNT IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00), FOR THE 27TH ANNUAL DR. MARTIN LUTHER KING, JR. SCHOLARSHIP BREAKFAST; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 5000 Role Models of Excellence Project is a dropout prevention, mentoring program committed to closing the minority male achievement (access) gap by guiding minority male students along a carefully charted path through grades K-12 and college or, and

WHEREAS, the 5000 Role Models of Excellence Project hosts an annual Dr. Martin Luther King, Jr. Scholarship Breakfast fundraiser, to provide boys with scholarships to further their education, and

WHEREAS, Councilman Erhabor Ighodaro is requesting a sponsorship in the amount of One Thousand Dollars (\$1,000.00) from his Public Affairs Special Events Account in support of the 27th Annual Dr. Martin Luther King, Jr. Scholarship Breakfast,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby allocates funds from Councilman Ighodaro's Public Affairs Account in the amount of One Thousand Dollars (\$1,000.00), for the 27th Annual Dr. Martin Luther King, Jr. Scholarship Breakfast.

Agenda Item #11.1

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON January 08, 2020.

OLIVER GILBERT, III, MAYOR

ATTEST:

MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY
SPONSORED BY: COUNCILMAN ERHABOR IGHODARO, PH.D.

Moved by: _____
Seconded by: _____

VOTE: _____

Mayor Oliver Gilbert, III	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Vice Mayor Rodney Harris	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Councilwoman Katrina Wilson	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Councilman Erhabor Ighodaro, Ph.D.	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Councilwoman Lillie Q. Odom	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Councilman Reggie Leon	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Councilman David Williams, Jr.	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)



Agenda Cover Memo

Meeting: City Council - Jan 08 2020

19-058

Department	Sponsored By
Police Department	City Manager

Agenda Item Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH MARK43, INC. ("MARK43"), IN SUBSTANTIAL FORM, FOR COMPUTER AIDED DISPATCHING ("CAD") AND THE RECORDS MANAGEMENT SYSTEM ("RMS"), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary

Essential parts of the daily operation at the Miami Gardens Police Department consist of the computer-aided dispatching (CAD) and the records management system (RMS). The Miami Gardens Police Department originally procured these systems in 2007 when the Police Department was first established. During the past 12 years, these systems have become antiquated, are continually failing and deteriorating to levels that can eventually cause significant data loss or irreversible damage to our stored records.

Unfortunately, this past year we have seen system outages several times a week. These outages affect the RMS system and the CAD system. When these outages occur, they place the Department's operations into a manual, pen and paper type of function. This results in a severe impact on the efficiency and effectiveness of the Police Department for our Community.

During the Department's search for a new RMS/CAD system, we discovered a system recently procured by Hawthorne Police Department in California, called Mark43. Mark43 has several key benefits to the current system. Key stakeholders from the Police Department and the Information Technology Division have met with Mark43 representatives and attended demonstrations of the platform. The overwhelming reaction from these stakeholders is outstanding.

The Mark43 RMS and CAD system can integrate into our current Real Time Crime Center and many other innovative projects that the City of Miami Gardens currently has or may have planned.

After a competitive Request for Proposal (RFP) issued by the South Bay Regional Public Communications Authority (RCC), in April of 2015, Mark43 was awarded the contract. The City of Hawthorne acted as the contractual hub for the member cities. The RFP resulted in four (4) proposals that were evaluated against sixteen (16) weighted selection criteria. The four (4) vendors, Intergraph (now Hexagon), Mark43, SunGard, and TriTech provided onsite product demonstrations and corporate

Agenda Item #11.2

overviews.

Based on the committee's observations and the input from end-users, the RCC Selection Committee invited Mark 43 and TriTech to continue in the evaluation process as a semi-finalist. Both companies provided additional onsite rounds of technical and end-user product demonstrations in January and February of 2016, respectively.

At the conclusion of the Selection Committee's semi-finalist interviews, the two companies were invited to submit a 'Best & Final Offer' (BAFO). The BAFO's were analyzed, and the Selection Committee assigned final scoring to each proposal. Mark43 scored 76.40 and TriTech scored 75.55.

the City of Miami Gardens' purchase of this solution will be procured by piggybacking off the City of Hawthorne's, California completely bid contract and taken from the General Fund.

Fiscal Impact

Funding will be provided from account number 001-21-01-521-493-00 for \$131,550.00

Recommended Action

To approve resolution

Attachments

[RESOLUTION 2019 - certain agreement with Mark43, Inc CAD](#)

[Exhibit A - Mark43-Service Agreement](#)

[Exhibit B- Hawthorne Docs](#)

[Exhibit C - FL - MGPD Quote 11.14.19](#)

Agenda Item #11.2

RESOLUTION NO. 2019_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH MARK43, INC. ("MARK43"), IN SUBSTANTIAL FORM, FOR COMPUTER AIDED DISPATCHING ("CAD") AND THE RECORDS MANAGEMENT SYSTEM ("RMS"), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, essential parts of the daily operation at the Miami Gardens Police Department consist of the Computer-Aided Dispatching ("CAD") and the Records Management System ("RMS"), and

WHEREAS, during the past 12 years, these systems have become antiquated, are continually failing and deteriorating to levels that can eventually cause significant data loss or irreversible damage to our stored records, and

WHEREAS, Mark43, Inc., ("Mark43"), has several key benefits to the current system, and

WHEREAS, key stakeholders from the Police Department and the Information Technology Division have met with Mark43 representatives and attended demonstrations of the platform, and

WHEREAS, the Mark43 RMS and CAD system can integrate into our current Real Time Crime Center and many other innovative projects that the City of Miami Gardens currently has or may have planned, and

WHEREAS, Staff recommends the City Council authorize the City Manager and the City Clerk to execute and attest the MARK43, Inc., ("MARK43"), Software License and Service Agreement for Computer-Aided Dispatching ("CAD") and the Records Management System ("RMS"),

Agenda Item #11.2

33 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
34 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

38 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
39 hereby authorizes the City Manager and City Clerk to execute and attest, respectively,
40 that certain agreement with Mark43, Inc., in substantial form, for Computer Aided
41 Dispatching (“CAD”) and the Records Management System (“RMS”).

42 Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately
43 upon its final passage.

44 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
45 GARDENS AT ITS REGULAR MEETING HELD ON . 2019.

46

47
48 **OLIVER GILBERT, III, MAYOR**

52 ATTEST:

56 MARIO BATAILLE, CITY CLERK

59 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

62 SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

64 Moved by:

66 VOTE:

66 VOTE: _____

Agenda Item #11.2

67

68	Mayor Oliver Gilbert, III	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
69	Vice Mayor Rodney Harris	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
70	Councilwoman Katrina Wilson	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
71	Councilman Erhabor Ighodaro, Ph.D.	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
72	Councilwoman Lillie Q. Odom	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
73	Councilman Reggie Leon	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
74	Councilman David Williams Jr	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)

Agenda Item #11.2

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (this "Agreement") is effective as of _____, 2019 (the "Effective Date") by and between Mark43, Inc. ("Mark43"), with a place of business at 250 Hudson Street, 3rd Floor, New York, NY 10013, and ~~[Miami Gardens Police Department]~~ ("Purchaser"), with a place of business at 18611 NW 27th Ave, Miami Gardens, FL 33056.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Commented [SRS1]: Note to draft: Please confirm this is the accurate entity name.

1. DEFINITIONS.

- 1.1 **Defined Terms.** Defined terms have the meanings set forth in this Article 1 (Definitions) and elsewhere in this Agreement when capitalized, and may be read in singular, plural or an alternative tense as the context requires.
- 1.2 "**Affiliate**" means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.3 "**Applicable Law**" means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
- 1.4 "**Applications**" means the Records Management System and other applications as described in Schedule A.
- 1.5 "**Authorized User**" means an Affiliate, employee or independent contractor of Purchaser (solely to the extent such contractor is providing services to Purchaser), who has been authorized by Purchaser to use the SaaS Services.
- 1.6 "**Documentation**" means the user guides and user manuals for the SaaS Services that Mark43 provides to Purchaser.
- 1.7 "**Go Live**" means the date of cutover to each respective Mark43 Application.
- 1.8 "**Integration Control Document**" means the agreement, if applicable, governing any integrations with Third Party Applications.
- 1.9 "**Intellectual Property Rights**" means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.
- 1.10 "**Professional Services**" means the evaluation, consultation, implementation, customization, configuration and other services offered by Mark43 in connection with the SaaS Services.
- 1.11 "**Regular Usage Period**" for any Application commences upon the occurrence of Go Live for that Application.
- 1.12 "**SaaS Services**" means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Mark43 for remote access and use by Purchaser, including any Documentation thereto.
- 1.13 "**Services**" means the services provided or required to be provided by or through Mark43, including without limitation, SaaS Services and Professional Services.
- 1.14 "**Software**" means the object code version of Mark43's computer software and all Updates made available by Mark43 to Purchaser under this Agreement.

Agenda Item #11.2

- 1.15 **“Statement of Work”** means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.
- 1.16 **“Purchaser Data”** means all data, information, content and other materials stored or transmitted by Purchaser and any Authorized User through the SaaS Services (i) in their user accounts; and (ii) on any Third Party Application, excluding any Third Party Data and any Mark43 Data.
- 1.17 **“Term”** means the Initial Term and any Renewal Term.
- 1.18 **“Third Party Application”** means a third-party service **approved by Mark43** to which Purchaser and any Authorized User facilitates Mark43’s access to, and use, of the SaaS Services, via an application programming interface or other means.
- 1.19 **“Third Party Components”** means any components of the SaaS Service from time to time that are provided by third parties (e.g., Google Maps).
- 1.20 **“Third Party Data”** means any data owned by a third party that Mark43 provides to Purchaser via the SaaS Service.
- 1.21 **“Third Party Provider”** means third parties, including other vendors, state agencies and local agencies, that control products and/or databases with which Mark43 SaaS Services are to be interfaced.
- 1.22 **“Updates”** means any and all new releases, new versions, patches and other updates for the SaaS Services that Mark43 makes generally available without additional charge to its other subscribers and/or purchasers of the SaaS Services.
- 1.23 **“Vendors”** means third parties with whom Mark43 contracts to provide components of the SaaS Services, and includes without limitation, Amazon Web Services (for platform hosting) and Google (for Google Maps).
- 1.24 **“Website”** means any Internet website through which Mark43 provides the SaaS Services under this Agreement.

2. SERVICES.

- 2.1 **SaaS Services.** Subject to the terms of this Agreement, and during the Term, Mark43 hereby grants a non-exclusive, non-transferable, non-sublicensable license to Purchaser and its Authorized Users to access and use the SaaS Services through the Website for Purchaser’s internal purposes and in accordance with the terms and conditions of this Agreement. Mark43 will be responsible for hosting the Website, and Purchaser and its Authorized Users will be responsible for obtaining internet connections and other third party software, hardware and services necessary for it to access the Website through the Internet, including without limitation as set forth in **Schedule C, “Technical Requirements.”** Purchaser will be responsible to Mark43 for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.
- 2.2 **Professional Services.** Mark43 offers Professional Services in connection with the SaaS Services as further described in Schedule A. To the extent any Professional Services involve the development of any customization or configuration to the SaaS Services, all Intellectual Property Rights to such customization or configuration will be solely owned by Mark43 and will be deemed to be included in the definition of SaaS Services and licensed to Purchaser on the terms set forth herein.
- 2.3 **Access to Documentation.** Mark43 will provide Purchaser via the Website or other means with access to the Documentation, as may be updated from time to time. Purchaser may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.
- 2.4 **Support Services.** Mark43 will provide a telephone-based help desk through which it will respond to inquiries about the SaaS Services from Purchaser via telephone from 7 AM to 7 PM (Eastern Time), Mondays through Fridays (excluding U.S. Federal holidays). Mark43 also provides a 24/7 email based help desk for the SaaS Services as set forth in Schedule A.
- 2.5 **Restrictions on Use.** Purchaser and its Authorized Users will not (and will not permit any third party to): (i) share Purchaser’s or any Authorized User’s login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services or of any files contained in or

Agenda Item #11.2

generated by the SaaS Services; (iii) copy, modify, adapt or translate the SaaS Services or the Third Party Data, or otherwise make any use, resell, distribute or sublicense the SaaS Services or the Third Party Data other than in connection with this Agreement; (iv) make the SaaS Services available on a "service bureau" basis or allow any third parties to use the SaaS Services; (v) disclose the SaaS Services or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services or the Third Party Data; (vii) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (x) introduce into the Services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (xi) use the Services to post advertising or listings; (xii) use the Services to defame, abuse, harass, stalk, or threaten others; (xiii) permit access or use of the Services by any individual outside the United States; (xiv) hide or obscure any Authorized User's location; (xv) permit access or use of the Services, for any activities other than to enhance Purchaser's own services, where reliance solely on, or failure to use, the Services could lead to death, personal injury, or property damages. Purchaser and its Authorized Users will not access the SaaS Services if in direct competition with Mark 43, and will not allow access to the SaaS Services by any party who is in direct competition with Mark43, except with Mark43's prior written consent. Purchaser shall comply with additional restrictions on use of the Services in Additional Terms, as defined in Section 2.10 below.

- 2.6 **Security Obligations.** Purchaser agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Service. Purchaser agrees it shall notify Mark43 promptly in the event it becomes aware of any unauthorized access or use of the SaaS Service, or of any of its or its Authorized Users passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User. In addition, Authorized Users may log into the SaaS Service from only one location at any given time – concurrent usage (or sign in) under a single username is prohibited. Purchaser is responsible for all activities conducted within User accounts in use of the SaaS Service. Purchaser shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the SaaS Service, including all those related to data privacy and the transmission of technical or personal data. Purchaser agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Service, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.
- 2.7 **Title.** As between Mark43 and Purchaser, Mark43 retains title to and ownership of the SaaS Services, including all copyrights and other Intellectual Property Rights relating thereto. Mark43's licensors retain title to and ownership of the Third Party Data and the Third Party Components, including all copyrights and other intellectual property rights relating thereto. Purchaser will have no rights with respect to the SaaS Services, the Third Party Data or the Third Party Components other than those expressly granted under this Agreement. Any suggestions for changes or improvements to Services that Purchaser provides to Mark43, whether solicited by Mark43 or not, shall be owned by Mark43 and Purchaser hereby irrevocably assigns, and shall assign, to Mark43 all right, title, and interest in and to such suggestions. Mark43 shall have no obligation to incorporate such suggestion into its products or Services.
- 2.8 **Purchaser Data.** As between Mark43 and Purchaser, Purchaser owns and shall retain all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the Purchaser Data. Purchaser shall have the sole responsibility for the accuracy, quality, and legality of the Purchaser Data, including obtaining all rights and consents necessary to share the Purchaser Data with Mark43 as set forth in this Agreement. Notwithstanding anything to the contrary contained herein, Purchaser hereby grants to Mark43 an irrevocable, worldwide, royalty free, non-exclusive, transferable, sublicensable license to use the Purchaser Data to: provide the SaaS Services to Purchaser and other Mark43 subscribers and/or purchasers; analyze the Purchaser Data in anonymized and/or aggregate form in order to operate, maintain, manage, and improve the SaaS Services, create new products and services, and share and/or license this aggregate data to Affiliates, agents, business partners, and other third parties; for Mark43's internal purposes to improve the Applications, Software, and related services, and any other uses disclosed in or related to performance under the Agreement or any statement of work.
- 2.9 **Third Party Applications.** If Purchaser installs or enables a Third Party Application for use with the SaaS Services, Purchaser grants (and will cause the applicable third party to grant) Mark43 permission to access Purchaser Data stored on that Third Party Application as required for the

Agenda Item #11.2

interoperation of that Third Party Application with the SaaS Services. In no event will Mark43 be responsible for any Third Party Application, or for any failure of a Third Party Application to properly interoperate with the SaaS Services. If Mark43 receives information that a Third Party Application may violate any Applicable Laws or Third Party rights, Purchaser will, promptly upon receiving notice of the foregoing from Mark43, disable any connection between such Third Party Application and the SaaS Services to resolve the potential violation (and if Purchaser fails to promptly disable such connection, Mark43 shall have the right to do so). In addition, in the event that Purchaser fails to properly obtain the grant of rights to Mark43 to access and use Third-Party Data as required for the interoperation of that Third-Party Application, Purchaser shall defend, indemnify, and hold harmless Mark43 from any and all claims based on Mark43's use of such Third-Party Application.

2.10 Third Party Components.

- (a) **Use of Third-Party Components.** Mark43 may use Vendors to subcontract the performance of its duties and obligations hereunder and to provide certain functions of the Services, including without limitation, hosting and data analysis. Certain Vendor policies and terms and conditions of service shall apply to the Services. Such terms, or URL locator addresses for such terms, will be provided on **Schedule D** or in writing from time to time, ("Additional Terms"). If any of the Vendors and/or licensors of the Third-Party Components require Mark43 to flow down any Additional Terms Purchaser, Purchaser's use of such Third-Party Components, as incorporated into the SaaS Service, shall be subject to such Additional Terms. In the event of any inconsistency or conflict between the Additional Terms and the terms of this Agreement, such Additional Terms shall govern with respect to Purchaser's use of the applicable Third Party Component.
- (b) **DISCLAIMER REGARDING THIRD PARTY COMPONENTS.** MARK43, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY COMPONENTS, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

2.11 Third Party Data.

Purchaser shall access and use the Third Party Data in accordance with the terms and conditions of the agreement between the Purchaser and the provider of such Third Party Data. MARK43, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY DATA, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

2.12 Agreements with Third Party Providers.

Purchaser, and not Mark43, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with the interfaces, and for paying all fees, costs and expenses of Third Party Providers.

2.13 Changes to Services.

Mark43 may make changes and Updates to its Services, provided that it does not materially derogate the overall quality of the Services. Mark43 does not guarantee that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of Purchaser that Mark43 determines are incompatible with the operation of the Services.

3. FEES AND PAYMENT TERMS.

- 3.1 **Fees for Mark43 Services.** Purchaser will pay Mark43 fees as stated on **Schedule A** (the "Fees") attached hereto in accordance with the payment schedule set forth on **Schedule A**. All payments of Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. Unless prohibited by local law, overdue payments will accrue interest at the lesser of one percent (1%) per month or the maximum allowable interest under Applicable Law, from due date until paid. Purchaser will pay any sales, use or other tax related to the license and services provided hereunder, exclusive of income taxes and payroll taxes relating to Mark43's employees. Purchaser agrees that its use of and payment for Services constitutes its inspection and acceptance of such Service.
- 3.2 **Third-Party Data and Third-Party Components.** Additional fees may apply to the use of certain Third-Party Data and Third-Party Components, which if provided by Mark43, such fee may be included within the Fees. Mark43 may pass through any increase in such fees for Third Party Components or Third Party Data, relating to any existing Services, by giving Purchaser thirty (30) days' advance notice.

Agenda Item #11.2

3.3 Taxes. Purchaser will pay all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed on Purchaser or Mark43 with respect to the transactions and payments under this Agreement (excluding taxes based on Mark43's income or employment) ("Indirect Taxes"). All Fees are exclusive of Indirect Taxes. If any such taxes are required to be withheld on any payment, Purchaser will pay such additional amounts as are necessary so that the net amount received by Mark43 is equal to the amount then due and payable under this Agreement. This Section 3.1 shall not apply in the event Subscriber has tax exempt status and provides evidence of such tax exempt status to Mark43. In such circumstances, as long as Subscriber continues to be exempt from state and federal sales and use taxes, Mark43 shall promptly pay when due, all taxes, bills, debts and obligations it incurs in providing the Services under this Agreement and Mark43 shall not allow any lien, mortgage, judgment or execution to be filed against Subscriber's property.

4. TERM AND TERMINATION.

4.1 Term.

- (a) **Initial Term.** The initial term of this Agreement begins on the Effective Date and will continue for the period set forth on Schedule A, unless and until terminated in accordance with Section 4.2 (the "Initial Term").
- (b) **Renewal Terms.** Upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for successive periods as set forth on Schedule A (each, a "Renewal Term") at the rates set forth on Schedule A, unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

4.2 Temporary Suspension and Termination.

- (a) Either party may terminate this Agreement upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.
- (b) If Mark43 reasonably determines that Purchaser's use of the Services either: (i) fails to comply with the Restrictions on Use in Section 2.5; (ii) poses a security risk to the Services or any third party, (iii) creates or is likely to create an adverse impact on Mark43's systems, the Services, or the systems or content of any other subscriber and/or purchaser; or (iv) subjects Mark43 or its Affiliates to possible liability, then Mark43 may immediately upon notice temporarily suspend Purchaser's and any Authorized User's right to access any portion or all of the Services, pending remedial action by Purchaser, or after a period of 30 days, terminate the Services.
- (c) Subscriber's payment obligation under this Agreement extends only to funds appropriated annually by Subscriber or Subscriber's governing body for the purpose of the Agreement. For each succeeding fiscal period covered by this Agreement, Subscriber or other applicable agency or department responsible for this Agreement agrees to include in its budget request appropriations sufficient to cover the annual financial obligations under this Agreement. If Subscriber is appropriated insufficient funds to continue annual payments under the Agreement, Subscriber may terminate the Agreement by giving Mark43 not less than 30 days' prior written notice. Upon termination under this paragraph, Mark43 shall be entitled to compensation for all services rendered prior to the effective termination date, plus any prepaid Fees, as well as reimbursement for reasonable costs actually incurred in closing out this Agreement.

4.3 Effect of Termination.

In the event of any termination or expiration of this Agreement,

- (a) Purchaser will pay Mark43 all amounts payable hereunder as of the termination or expiration date;
- (b) all rights and licenses granted hereunder to Purchaser (as well as all rights granted to any Authorized Users of Purchaser) will immediately cease, including but not limited to all use of the SaaS Services; and
- (c) Mark43 will provide records to Purchaser in accordance with its transition assistance services ("Transition Assistance") as set forth in Schedule B.
- (d) Purchaser will, upon written request of Mark43, either return to Mark43 or provide Mark43 with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of Mark43 that are in Purchaser's possession or control.

Agenda Item #11.2

4.4 Survival. The following provisions will survive any termination or expiration of this Agreement: Section 2.7 ("Purchaser Data"), Section 2.9 ("Third Party Components"), Section 2.10 ("Third Party Data"), Section 4.3 ("Effect of Termination"), Section 5 ("Confidentiality"), Section 6.2 ("Disclaimer"), Section 7 ("Limitation of Liability"), Section 8 ("Indemnification"), Section 9 ("Miscellaneous Provisions"), Schedule B ("Transition Assistance") and this Section 4.4 ("Survival").

5. CONFIDENTIALITY.

5.1 Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" means: (a) with respect to Mark43, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding Mark43's legal or business affairs, financing, customers, properties or data, and (b) with respect to Purchaser, any non-public information or material regarding Purchaser's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.

5.2 Use and Disclosure of Confidential Information. The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) subject to Section 5.4 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.

5.3 Protection of Confidential Information. The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).

5.4 Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.

5.5 Required Disclosures. If a party is requested to disclose any of the other party's Confidential Information pursuant to any judicial or governmental order, that party will not disclose the Confidential Information without first giving the other party written notice of the request and sufficient opportunity to contest the order, to the extent such notice and opportunity to contest may be lawfully given. If one party is nonetheless legally compelled to disclose Confidential Information, such party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal. Without limiting the foregoing, Purchaser shall notify Mark43 of any requests for records relating to Mark43 (including, without limitation, user guides or Documentation, or documents submitted by Mark43 in response to any RFP) within 24 hours of receipt of the request and provide Mark43 with at least twenty-one (21) days' notice before disclosing any such records. Without limiting the foregoing, and unless prohibited by law, Purchaser further agrees to indemnify and hold harmless Mark43, its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from all claims, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and expert and consulting fees), incurred or expended by Mark43 in connection with a request for the disclosure of Confidential Information of Mark43 or Purchaser Data. Mark43 acknowledges that it will meet its responsibilities under Florida Public Records Law, Chapter 119.

Agenda Item #11.2

5.6 Information Collected Through SaaS Services. Purchaser is solely responsible for compliance with applicable laws related to the manner in which Purchaser chooses to use the Services, including Purchaser's transfer and processing of Purchaser Data. Purchaser understands and agrees that when it uses certain features of the SaaS Services, certain information and data may be collected from Authorized Users, including monitoring and recording activity, and tracking physical location, which may include personal identifying information. Purchaser agrees that Mark43 may use such information to (i) provide more effective Services, (ii) to develop and test its Services, (iii) to aggregate such information and combine it with that of other Users, and (iv) to use anonymous aggregate data to improve the Services or for marketing, research or other business purposes. Provision of Services may involve the disclosure of such information to Vendors or Affiliates on the condition that they agree to treat such information in a manner substantially in accordance with this Agreement. Purchaser may revoke its consent to Mark43's collecting and using such data at any time by written notice to Mark43; provided, however, that Purchaser agrees that such revocation of consent may impair or render impossible the Purchaser's use of the SaaS Services.

5.7 CJIS Standards; Employee Background Checks.

- (a) Purchaser understands and agrees that Mark43 utilizes third party vendors ("Hosting Providers") to host the SaaS Services. As of the Effective Date of this Agreement, Mark43 utilizes Amazon Web Services (AWS) as its Hosting Provider for the SaaS Services, provided that such Hosting Provider may be changed upon the approval and agreement of Mark43 and Purchaser of another Hosting Provider. Purchaser may request reasonable records from Mark43 from time to time to assess Mark43's adherence to requirements of the applicable CJIS Security Policy promulgated by the FBI. For the avoidance of doubt, Purchaser may need the consent of Hosting Provider to obtain any records or information from Hosting Provider.
- (b) Purchaser will have the opportunity to run background checks on Mark43 employees that will have direct access to Purchaser Data in the production environment (such employees, the "Covered Employees"), provided that Mark43 may assume that a Covered Employee has been cleared by Purchaser if Mark43 does not receive an adverse response from Purchaser within two (2) weeks of a submission of a background check request.

Commented [SRS2]: Note to draft: We had added in language to address potential shift to Azure in prior drafts.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Power and Authority. Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Purchaser represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term of this Agreement. Purchaser further represents that it has not received federal funding in connection with procurement under this Agreement.

6.2 No Other Warranties. Use of the SaaS Services is not intended to be a substitute for the professional judgment of dispatchers, law enforcement officers, or first responders. The SaaS Services do not provide legal advice. Purchaser shall be responsible for all its own actions or failure to act in connection with the SaaS Services. Mark43 cannot guarantee that every error in the SaaS Services or problem raised by Purchaser will be resolved. THE SERVICES, THE THIRD PARTY COMPONENTS, AND THE THIRD PARTY DATA ARE PROVIDED "AS IS." MARK43 ASSUMES NO RESPONSIBILITY OR RISK FOR PURCHASER'S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED THROUGH THE SAAS SERVICES. MARK43 MAKES NO WARRANTY THAT THE SERVICES WILL BE COMPLIANT WITH ANY REQUIREMENTS OF CJIS (CRIMINAL JUSTICE INFORMATION SERVICES) OR CLETS (CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM) OR ANY EQUIVALENT. DUE TO THE NATURE OF SOFTWARE AND THE INTERNET, MARK43 CANNOT GUARANTEE THAT EVERY ERROR IN THE SAAS SERVICES OR PROBLEM RAISED BY PURCHASER WILL BE RESOLVED, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION. NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SERVICES, THE THIRD PARTY COMPONENTS, THE THIRD PARTY DATA OR THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION OR THAT THE SERVICES, THIRD-PARTY COMPONENTS AND THIRD-PARTY DATA ARE UP TO DATE, ACCURATE OR COMPLETE, SECURE FROM

Agenda Item #11.2

LOSS OR DAMAGE, OR FREE OF HARMFUL COMPONENTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. To the extent that a party may not as a matter of Applicable Law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

7. LIMITATION OF LIABILITY.

- 7.1 **Liability Exclusion.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE, OR FAILURE OF, OF THE SERVICES, THE THIRD PARTY COMPONENTS OR THE THIRD PARTY DATA PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, ENVIRONMENTAL DAMAGE, LOSS OF PROFITS, REVENUES, ANTICIPATED SAVINGS, CUSTOMERS, OPPORTUNITIES, DAMAGE TO PRIVACY, REPUTATION OR GOODWILL OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- 7.2 **Limitation of Damages.** MARK43'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO MARK43 BY PURCHASER DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES. MARK43 SHALL HAVE NO LIABILITY ARISING OUT OF OR RELATING TO THE THIRD-PARTY COMPONENTS OR THE THIRD-PARTY DATA.
- 7.3 **Exceptions.** NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 7.1 AND SECTION 7.2 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. INDEMNIFICATION.

- 8.1 **Indemnification by Mark43.** Mark43 will defend, indemnify and hold harmless Purchaser and its Authorized Users, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and expert and consulting fees) in connection with any third party claim arising after the Effective Date that the use of the SaaS Services (excluding any open source software) in accordance with this Agreement infringes or misappropriates the United States intellectual property rights of third party; provided, however, that the foregoing obligations shall be subject to Purchaser (a) promptly notifying Mark43 of the claim, (b) providing Mark43 with reasonable cooperation in the defense of the claim when Purchaser becomes aware and (c) providing Mark43 with sole control over the defense and negotiations for a settlement or compromise; provided, however, that Mark43 shall not enter into any such settlement without Purchaser's prior written consent, which consent will not be unreasonably withheld, and that Purchaser shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing. Notwithstanding the foregoing, Mark43 shall have no obligation with respect to a third party claim to the extent the third party claim arises from: (s) claims arising out of acts or omissions of Purchaser or its users, employees or contractors; (t) claims brought by Purchaser or its Affiliates or Authorized Users; (u) claims arising from the use of old versions software after receipt of modified or updated versions of software; (v) claims arising from the use of Third Party Applications, Third Party Components or Third Party Data; (w) claims arising from any data, product specifications, information or materials provided by Purchaser hereunder, when used in connection with the SaaS Services or any customization or configuration made to the SaaS Service proposed by or provided by Purchaser under a Statement of Work; (x) use of the SaaS Services in combination with modules, apparatus, hardware, software, or services not authorized by Mark43 or specified in the Documentation for use with the SaaS Services; (y) use of the SaaS Services in a manner that is not in accordance with this Agreement or the Documentation; (z) the alteration or modification of the SaaS Services by a party other than Mark43, unless such alterations and modifications were authorized by Mark43 or specified in the Documentation for use with the SaaS Services.
- 8.2 **Indemnification by Purchaser.** Except where prohibited by law, Purchaser will defend, indemnify and hold harmless Mark43 and its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses

Commented [SRS3]: Note to draft: We understand you have requested that the indemnity provisions read the same for both parties. Given the different positions of Mark43 and Subscriber, it is not in the best interest of either party to do so. We believe these indemnities are fair and reasonable given the circumstances of Mark43 as a SaaS provider and Miami Gardens as a user of our SaaS solution. If there are specific comments you would like us to review, we are happy to do so.

Agenda Item #11.2

(including reasonable attorney's fees and expert and consulting fees) in connection with (I) any third party claim arising from or relating to (i) any allegation that any data, product specifications, information or materials provided by Purchaser hereunder, including, without limitation, the Purchaser Data and Third Party Applications, when used in connection with the SaaS Services or any customization or configuration made to the SaaS Service proposed by or provided by Purchaser under a Statement of Work: (a) infringes or misappropriates any Intellectual Property Rights of a third party, or (b) violates any Applicable Laws; (ii) the actual or alleged violation of Applicable Law by Purchaser, any Authorized User, or any Affiliate, employee, agent or independent contractor of Purchaser; or (iii) Purchaser's breach of this Agreement; provided, however, that the foregoing obligations shall be subject to Mark43 (x) promptly notifying Purchaser of the claim, (y) providing Purchaser with reasonable cooperation in the defense of the claim and (z) providing Purchaser with sole control over the defense and negotiations for a settlement or compromise; provided, however, that Purchaser shall not enter into any such settlement without Mark43's prior written consent, which consent will not be unreasonably withheld, and that Mark43 shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing; (II) disabling a connection to a Third Party Application at Purchaser's request; (III) Purchaser's actions or failure to act, resulting in any third-party claim for personal injury or death, damage to personal property or reputation, environmental damage, interference with contract or employment, or violation of privacy; (IV) any request pursuant to a judicial or governmental order or other similar process, including but not limited to a subpoena or FOIA request or discovery request, seeking the disclosure of any Purchaser Data or other information collected or maintained by Mark43 in connection with the SaaS Services. For the avoidance of doubt, and without limiting the foregoing, Purchaser hereby acknowledges that Mark43 shall have no implicit or explicit obligation to challenge, oppose or defend against any request described in Clause (IV) of this subsection unless and until Purchaser reaffirms that it will honor its indemnification obligations as provided herein.

9. MISCELLANEOUS.

9.1 Notices. Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first:

If to Mark43:

Mark43, Inc.
250 Hudson Street
3rd Floor
New York, NY 10013
Attn: David Jochim
Email: dave@mark43.com

If to Miami Gardens Police Dept.:

City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056
Attn: Cameron Benson
Email: cbenson@miamigardens-fl.gov

Copy to:

Mark43, Inc.
250 Hudson Street
3rd Floor
New York, NY 10013
Attn: General Counsel
Email: contractnotices@mark43.com

Copy to:

City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056
Attn: Sonja Dickens
Email: sdickens@miamigardens-fl.gov

Commented [SRS4]: Note to draft: Please provide.

9.2 Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

Agenda Item #11.2

9.3 Dispute Resolution. In the event of a dispute arising under or relating to this Agreement, the parties agree to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act ("FAA"). All disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (AAA) then in effect, which is available at the AAA website www.adr.org. If those rules conflict with this provision, this provision shall control. The arbitration shall be conducted before a panel of one or more arbitrators. The arbitrator(s) shall be selected from the AAA's National Roster of Arbitrators pursuant to agreement between the parties or through selection procedures administered by the AAA. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator(s) shall determine the matters in dispute strictly in accordance with the terms of this Agreement and the substantive law of the State of New York, excluding its principles of conflicts of laws, except that the interpretation and enforcement of this arbitration provision shall be governed by the FAA.

The award of the arbitrator(s) shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues or accountings presented or pled to the arbitrators, provided that THE ARBITRATOR(S) SHALL HAVE NO AUTHORITY TO AWARD EITHER PARTY ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS), OR ATTORNEYS' FEES OR COSTS. The parties may litigate in court and shall submit to the personal jurisdiction of the federal and state courts located in New York, New York, USA, for any action to do the following: (i) to compel arbitration; (ii) to stay proceeding pending arbitration; (iii) seek injunctive or other equitable relief to prevent the actual or threatened infringement, misappropriation or violation of a its copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, including any provisional relief required to prevent irreparable harm; (iv) to protect or defend the ownership, validity or enforcement of any intellectual property rights; (v) or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

The arbitration award and record, and any Confidential Information that is used at or in connection with the arbitration shall not be disclosed to third parties by the arbitrator(s) or the parties without the prior written consent of both parties. Neither the fact that the arbitration occurred nor the result of the arbitration shall be admissible in evidence in a subsequent proceeding brought on the same claims that were presented at the arbitration.

9.4 Force Majeure. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

9.5 No Waiver. The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.

9.6 Amendment. No modification, change or amendment to this Agreement shall be effective unless in writing signed by Purchaser and Mark43. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by Purchaser and Mark43.

9.7 Relationship of the Parties. The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

9.8 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without

Commented [SRS5]: Note to draft: We have removed references to NY being the required venue.

Agenda Item #11.2

rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.

- 9.9 **Headings.** The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.
- 9.10 **Counterparts.** This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.
- 9.11 **Cumulative Remedies.** All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 9.12 **Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.
- 9.13 **Compliance with Laws.** Each party shall comply with all Applicable Laws relating or pertaining to the use of the Services. Purchaser shall ensure that its use of all Purchaser Data complies with all Applicable Laws relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Purchaser or the End User Data covered by this Agreement. **“Applicable Laws”** means all applicable provisions of all (x) constitutions, treaties, statutes, laws (including the common law), rules, directives, regulations, ordinances, codes or orders of any governmental authority and (y) orders, decisions, injunctions, judgments, awards and decrees and consents of or agreements with any such entity. Each party shall comply with local anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act, as well as any other applicable laws and regulations. In connection with its performance under the Agreement, neither party shall directly or indirectly: (A) offer, pay, promise to pay, or authorize the payment of any money, gift or other thing of value to any person who is an official, agent, employee, or representative of any government or instrumentality thereof or to any candidate for political or political party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing of value will be offered, given, or promised, directly or indirectly, to any such official, agent, employee, or representative of any government or political party, political party official or candidate; (B) offer, promise or give any person working for, or engaged by, the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or (C) request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement. Each party represents and warrants that it shall be responsible for compliance with this provision by all third parties engaged by it to perform services related to this Agreement and shall require that such third parties agree to comply with all legal requirements required of such party under this Agreement.
- 9.14 **Certain Waivers Unenforceable.** Purchaser agrees that it will not ask Mark43, or any Mark43 employee or contractor, to sign a document that waives liability for property damage, injury, or death that occurs on Purchaser's real property or property (such as vehicles) that is owned or controlled by Purchaser, or in the course of performing a ride-along or comparable activity with Purchaser's personnel. Purchaser further agrees that any waiver signed by a Mark43 employee or contractor is null, void, and unenforceable against Mark43 and its employees and contractors.
- 9.15 **Entire Agreement.** This Agreement supersedes all previous understandings, agreements and representations between the parties, written or oral and constitutes the entire agreement and understanding between the parties with respect to the subject matter thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.
- 9.16 **Supporting Documents.**
The following documents are, by this reference, expressly incorporated into this Agreement and are collectively referred to herein as the “Supporting Documents.”
 - Schedule A: Services Schedule

Agenda Item #11.2

- Schedule B: Transition Assistance
- Schedule C: Technical Requirements
- Schedule D: Additional Terms
- Schedule E: Data Processing Addendum

This Agreement and the Supporting Documents shall be construed to be mutually complimentary and supplementary whenever possible. In the event of a conflict that cannot be resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the Supporting Documents.

Agenda Item #11.2

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MARK43, INC.

[PURCHASER]

Commented [SRS6]: Note to draft: Please confirm entity name.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Agenda Item #11.2

SCHEDEULE A **Services Schedule**

1. **Services.** The Services covered by this Agreement consists of the following:

a. **Professional Services:**

i. **Implementation Phase:**

1. Project Management
2. RMS Interface Development (Subject to consent and cooperation of the third parties)
 - a. LexisNexis Crime and Persons Data Search
 - b. Apprisse eCrash
 - c. Police to Citizen Capability – Website PDF
 - d. Thinkstream County Arrest Form
 - e. Tracker Products – Property and Evidence
 - f. IA Pro
3. RMS Interface Control Documentation
4. RMS Data Conversion Study
5. RMS Data Conversion (Mark43 will create searchable PDF files for legacy data)
 - a. Reports
 - b. Master Name Index
6. RMS Configuration
7. RMS Interface Testing
8. RMS Functional Testing
9. RMS Trainer Training
10. RMS Cutover Support
11. CAD Interface Development (Subject to consent and cooperation of the third parties)
 - a. Live Earth
 - b. ShotSpotter
 - c. Genetec Cameras
12. CAD Configuration
13. CAD Interface Testing
14. CAD Functional Testing
15. CAD Trainer Training
16. CAD Cutover Support

ii. **Post-implementation Phase**

1. TBD

iii. **Optional Professional Services:**

1. TBD

b. **SaaS Services:**

i. The Applications to be provided are described as follows:

1. **Mark43 Records Management (RMS)**

Report Writing

- In-station and mobile field reporting
- Incident, Offense and Arrest Reports
- Field Contact Reports
- Use of Force Reports
- Active Error Validation
- Smart Duplicate Data Entry Logic and Prevention
- Unlimited Report Attachments
- Auto-Validation of Fields, Locations and People
- Word Processing Tools
- Context Sensitive Report Export Formats
- Fully Report Audit History
- Email and In-App Notifications
- User Specific Reports Dashboard

Agenda Item #11.2

Case Management

- Seamless Report Import
- Active Master Entity Sync
- Unlimited Case Attachments
- Dashboard for Case Tracking
- Configurable Task Lists by Case Type
- Dynamic Master Entity Profiles
- Email and In-App Notifications
- Context-Sensitive Case Export Formats

Warrant Management

- Linked Incident/Arrest Reports, Warrants, and Entity Records
- Dashboard for Warrant Tracking and Management
- Configurable Warrant Number Format, Fields and Permissions
- Context-Sensitive Warrant Export Formats

Stat Reporting and Crime Analysis

- Active Error Detection
- Automatic NIBRS Code Mapping
- Integrated NIBRS Workspace for Report Creation
- Advanced CAD, RMS and Entity Search
- Multi-Input and Fuzzy Match Search Filters
- Comprehensive Analysis Filters

System Administration

- Configurable Permissions& Roles for Individual Users& Records
- Configurable Fields, Statutes, Codes& Validation Rules
- Shapefile Import
- Configurable Street & Location Aliases
- Configurable Department Alerts & Notifications
- IP Address Whitelisting & Blacklisting for Enhanced Security
- Open API for Third-Party Connections
- Custom Units, Teams and User Roles
- Automatic UCR & NIBRS coding
- Permission-based Read/ Write Privileges

2. Mark43 Computer Aided Dispatch (CAD)

Dispatcher

- Individualized Workstation Setup
- Unit Management and Monitoring
- Auto Complete Verified Event Locations & ANI/ALI Data
- Prominent Alerts for New Information
- Configurable Command Line Functionality
- Bi-Directional Syncing of Historical RMS Data
- Multi-Layered AVL Map View
- Real-Time Event Chat
- Override Ability for Unit Recommendations
- Event Management

First Responder (Mobile)

- Seamless RMS Report Generation
- Prominent Alerts for New Information
- Bi-Directional Syncing of Historical RMS Data
- Real-Time Event Chat
- Multi-Layered AVL Map View
- Automatic & Manual Status- Setting Ability
- Automatic Vehicle Location Mapping (Integration)

Agenda Item #11.2

- In-App Messaging

System Administrator

- Desktop, Laptop & Tablet Agnostic
- Web-Based & Installed Application Options
- Vendor-Free Configurations
- Scheduling System Integration
- Seamless Data Exchange for External Databases
- Full Event Log
- IP Address Whitelisting & Blacklisting for Enhanced Security
- Open API for Third- Party Connections

3. Mark43 CAD Data Exchange [optional Application]

- a. If agreed by the Parties, Mark43 or a partner/subcontractor will connect the Mark43 Public Safety Platform to Federal, state and local criminal justice data sources. The Data Exchange query will be limited to FCIC/NCIC and other databases (including DAVID) that can be accessed directly through the state message switch via the Mark43 CAD. Mark43 utilizes a third party middleware component in the Mark43 Public Safety Platform and uses a third party to perform services to setup and maintain these connections and provides support during training, configuration and implementation phases of the project. If Purchaser elects to purchase, the Parties agree to evaluate the requirements together and agree on a time frame for completion. Purchaser is responsible for determining which of these downstream data feeds will continue to receive information at cutover. Purchaser, with the consent of Mark43, is also responsible for determining the policies and procedures surrounding interfaces between Mark43 Applications and third-party databases.
- b. Purchaser understands and agrees that third party service providers and Mark43 may impose additional license, warranty and other terms on Purchaser. Purchaser agrees to enter into additional agreements as reasonably required by such third parties and Mark43, including, without limitation, a different warranty/SLA addressing uptime and maintenance of the Data Exchange Services. Purchaser shall further comply with any hardware requirements of any third party service provider delivered in connection with this Agreement.

4. Mark43 Data Lake [optional Application]

- a. If Purchaser elects to purchase Mark43 Data Lake, the Parties agree to evaluate the requirements together and agree on a time frame for completion. Additional charges will apply. Purchaser understands and agrees that third party service providers may impose additional license, warranty and other terms on Purchaser. Purchaser agrees to enter into additional agreements as reasonably required by such third parties and Mark43, including, without limitation, a different warranty/SLA addressing uptime and maintenance.

5. Mark43 Business Intelligence (BI) Suite [optional Application]

- a. If Purchaser elects to purchase Mark43 BI Suite, the Parties agree to evaluate the requirements together and agree on a time frame for completion. Additional charges will apply. Purchaser understands and agrees that third party service providers may impose additional license, warranty and other terms on Purchaser. Purchaser agrees to enter into additional agreements as reasonably required by such third parties and Mark43, including, without limitation, a different warranty/SLA addressing uptime and maintenance.

2. **Initial Term.** The Initial Term is the three year period commencing on the Effective Date.

3. **Renewal Terms.** For the first Renewal Term, Purchase shall have the option to renew for one additional two (2) year period (the “**Renewal Term Option Period**”) upon notice to Mark43 prior to the expiration of the Initial Term. Any subsequent Renewal Terms shall be for a period of 1 (one) year.

4. **Fees:**

Agenda Item #11.2

Mark43 SaaS Services Fees - Price Breakdown	List Price	Offered Price (Annual)	Offered Price (One-Time)
Mark43 RMS	\$247,200	\$111,240	N/A
Mark43 CAD	\$181,200	\$99,660	N/A
Mark43 Data Lake	\$20,000	\$0	N/A
Mark43 BI Suite	\$20,000	\$0	N/A
Subtotal - Mark43 SaaS Services Fee:	\$468,400	\$210,900	N/A

Mark43 Professional Services Fees - Price Breakdown	List Price	Offered Price (Annual)	Offered Price (One-Time)
Data Migration (PDF Reports + Mapped Master Name Index)	\$70,000	\$0	\$35,000
Implementation Services	-	\$0	\$10,000
Support and Maintenance - Mark43 Application Maintenance	-	\$0	\$0
Support and Maintenance - Interfaces	\$18,000	\$0	\$0
Interface Development: Genetec Cameras	\$25,000	\$0	\$11,250
Interface Development: LexisNexis Crime & Persons Data Search	\$25,000	\$0	\$11,250
Interface Development: ShotSpotter	\$25,000	\$0	\$11,250
Interface Development: Apprisse eCrash	\$25,000	\$0	\$11,250
Interface Development: Police To Citizen Capability - Website PDF	\$25,000	\$0	\$11,250
Interface Development: Thinkstream (County Arrest Form)	\$25,000	\$0	\$11,250
Interface Development: Tracker Products (Prop & Evid)	\$50,000	\$0	\$22,500
Interface Development: Live Earth	\$25,000	\$0	\$11,250

Agenda Item #11.2

Interface Development: IA Pro	\$25,000	\$0	\$0
Credit (IA Pro Allocation)	-	\$0	(\$15,500)
Subtotal - Mark43 Professional Services Fees:	\$338,000	\$0	\$130,750

Partner Product or Professional Services - Price Breakdown	List Price	Offered Price (Annual)	Offered Price (One-Time)
Mark43 CAD Data Exchange (CommSys ConnectCIC)	\$9,744 (Annually) + \$800 (One-Time)	\$0	\$800
Subtotal - Mark43 SaaS Services Fee:	-	\$0	\$800

Mark43 Pricing is based on 206 sworn officers employed directly or indirectly by the Purchaser at the time the Order Form is signed. In the event that the Purchaser increases its number of sworn officers during the Term by more than 10 percent (10%), then the annual SaaS Services Fee shall increase by \$1,023 per sworn officer in excess of 227 sworn officers.

Mark43 will notify Purchaser of any changes to the Fees for a Renewal Term at least forty-five (45) days prior to the start of the Renewal Term.

5. **Payment Schedule.** Purchaser will pay the Fees on the following schedule:

a. Initial Term and Renewal Term Option Period: Fees will be paid on the following schedule:

Mark43 SaaS and Professional Services	
Payment Due Date	Price
Invoiced on Project Kickoff	\$15,000
Invoiced on October 15, 2019 (Delayed Payment from the Effective Date due to Purchaser's Fiscal Year)	\$327,450
SaaS Services Fee due on October 15, 2020	\$210,900
SaaS Services Fee due on October 15, 2021	\$210,900
SaaS Services Fee for Year One of the Renewal Term Option Period, if exercised, due on October 15, 2022	\$210,900
SaaS Services Fee for Year Two of the Renewal Term Option Period, if exercised, due on October 15, 2023	\$210,900
Total Fees:	\$1,186,050

b. Renewal Term: Fees for any Renewal Term (other than the Renewal Term Option Period) will be paid in full in advance on the first day of the Renewal Term.

6. **Support Services.** As part of the SaaS Services, subject to Section 2.4, Mark43 shall establish, sufficiently staff and maintain the organization and processes necessary to provide telephone and/or email based technical

Agenda Item #11.2

support, troubleshooting, error identification, isolation and remediation, and other assistance directly to Purchaser and its Authorized Users to support Purchaser's use, deployment and validation of the SaaS Services on a 24x7 basis, and after normal business hours and on holidays, as necessary to support Mark43's obligations under this Agreement. The contact information for Mark43's technical support organization is Support@mark43.com and Mark43 will notify Purchaser in writing of any changes no less than 5 days in advance. Mark43 shall provide Purchaser with online access to its knowledge database and any other resource containing information that will aid in problem and error resolution and correction, as well as any other technical resources made electronically available to any of Mark43's other customers. The Mark43 account manager or primary point of contact for Purchaser with respect to this Agreement will be Josh Seiden (josh.seiden@mark43.com) or such other individual as Mark43 appoints in his or her stead upon notice to Subscriber.

7. **Service Levels**. Mark43 shall provide the Applications in accordance with the following services levels.
 - a. **Service Levels for the Records Management System and Evidence Management Applications (hereinafter, "RMS").**
 - i. **RMS Availability.** During any calendar month of a Regular Usage Period, the RMS shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the RMS ("RMS Scheduled Downtime"); provided, however, that Mark43 is not responsible for any downtime of the RMS caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein; provided, further, that Mark43 shall be responsible for any downtime of RMS caused by Integrated Third Party Software (as defined below) solely to the extent specified in Section 7(c) below ("Service Levels for Integrated Third Party Software"). Mark43 shall provide Purchaser with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (defined below) of the RMS, as well as continual periodic updates during the unscheduled downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the RMS shall be available.
 - ii. **RMS Service Credits.** In the event that Mark43 fails to make the RMS available at least 99.9% of the time in any given month during the Regular Usage Period due to RMS Unavailability (as defined below), Mark43 will credit the Purchaser's account for the unavailable RMS as follows:

RMS Availability (Monthly)	Credit Percentage
Above 99.9%	0%
99.8 – 99.0%	10%
98.9 – 98.0%	20%
Below 97.9%	30%

"RMS Unavailability" is defined as the percentage of minutes per month in which the RMS is completely and generally unavailable for Purchaser's use (but not the use of any one Authorized User), provided that RMS Unavailability does not include any unavailability attributable to: (a) RMS Scheduled Downtime for maintenance (whether by Mark43, by a vendor, or by Purchaser); (b) acts or omissions of Purchaser or any Purchaser user of the RMS; (c) server downtime related to connectivity issues resulting from Third Party-managed VPN access to hosted server or Purchaser internal network problems; (d) defects or bugs in the Applications or Software caused by Purchaser, any Authorized User, or any Affiliate, employee, agent or independent contractor of Purchaser; or (e) any other cause(s) beyond Mark43's reasonable control, including but not limited to those caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), Third Party Components, overall internet congestion or a force majeure. Purchaser will be responsible for immediately notifying Mark43 of all Third Party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise.

"Credit Percentage" means the applicable percentage of the portion of the Fees attributable to Services in the calendar month in which the RMS Unavailability occurs. For example, if Purchaser has paid Mark43 \$1,000 for one year of a Regular Usage Period, and the RMS Availability falls to 99.5% during any calendar month in that year, then Mark43 will owe Purchaser a 10% credit on that month's portion of the Fee, or: $\$1,000/12 = \83.33 per month, and $10\% \text{ of } \$83.33 = \8.33 . In this example, Mark43 would owe Purchaser \$8.33 in credit for the month in which RMS Availability fell to 99.5%.

Agenda Item #11.2

In order to receive this credit, Purchaser must notify Mark43 in writing within fifteen (15) days following the end of the month the RMS Unavailability occurred. All claims are subject to review and verification by Mark43 prior to any credits being granted. Mark43 will acknowledge credit requests within fifteen (15) business days of receipt and will inform Purchaser whether such claim request is approved or denied. The issuance of RMS Service Credit by Mark43 hereunder is Purchaser's sole and exclusive remedy for any failure by Mark43 to satisfy the service levels set forth in this Section 7(a).

b. **Service Levels for the Computer Aided Dispatch Application (CAD).**

- i. **CAD Availability.** During any calendar month of a Regular Usage Period, CAD shall be available to Purchaser no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of CAD ("CAD Scheduled Downtime"); provided, however, that Mark43 shall not be responsible for downtime of CAD under this section caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein. Any CAD Scheduled Downtime shall be scheduled on minimal traffic days whenever possible. The parties agree that the total amount of CAD Scheduled Downtime shall not exceed 60 minutes during any 30-day period. Mark43 shall provide Purchaser with immediate telephone notification to the point of contact set forth in the Agreement as soon as it becomes aware of any actual or potential unavailability of CAD other than CAD Scheduled Downtime ("CAD Unscheduled Downtime"), as well as continual periodic updates during the CAD Unscheduled Downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the CAD shall be available.
- ii. **Error Response and Resolution.** When reporting a failure of the CAD to Mark43 (a "CAD Error"), Purchaser shall identify the CAD Error as a Severity Level 1, 2, or 3 (each defined below) based on Purchaser's initial evaluation. If Mark43 becomes aware of a Severity Level 1 or 2 CAD Error, Mark43 shall promptly, but in no event to exceed the Initial Response timeframe in the chart set forth below, notify Purchaser, and such notice shall identify the CAD Error as a Severity Level 1 or 2 CAD Error based on Mark43's initial evaluation. Mark43 and Purchaser shall cooperate in good faith to jointly determine whether a CAD Error is a Severity Level 1, 2, or 3 CAD Error; provided, however, that in the event that Mark43 and Purchaser cannot come to such joint determination despite such good faith cooperation, Mark43's determination shall control. Purchaser may report to Mark43 any Severity Level 1 or 2 CAD Error 24 hours per day, 7 days per week, and any Severity Level 3 CAD Error during Mark43's normal business hours. Upon notification by Purchaser of a CAD Error, Mark43 shall commence and diligently pursue correction of such CAD Error, at all times employing at least the level of effort ("Level of Effort") designated in the chart set forth below and in all instances providing an Initial Response, temporary resolution or fix (a "Work Around") and a permanent fix (a "Permanent Correction") to Purchaser within the timeframes in the chart set forth below, as measured from the earlier of the time that Purchaser notifies Mark43 or Mark43 first becomes aware of a CAD Error. Mark43 shall provide Purchaser with updates to the status of Mark43's efforts (the "Status Updates") by telephone, email or such other means as may be reasonably designated by Purchaser from time to time, no less frequently than the timeframes identified in the chart set forth below. For the avoidance of doubt, a CAD Error does not include, and Mark43 will not be responsible for, any feature or functionality of the CAD that is not set forth in Section 1(b)(i)(2) of this Schedule A or in a project plan created for Purchaser by Mark43.
 1. "**Severity Level 1 CAD Error**" means any CAD Error that, for fifty percent (50%) or more of Purchaser's dispatchers, renders the CAD or any material portion thereof inoperative, or materially impairs use of the CAD in a production environment. Examples of Severity Level 1 CAD Errors include, without limitation, situations in which the CAD are inoperable and causing dispatchers to experience a total loss of service, continuous or frequent instabilities, a loss of connectivity or inability to communicate as intended, or there is an inability to process transactions, the creation of a hazard or emergency, or the inability to use a primary feature or function of the CAD.
 2. "**Severity Level 2 CAD Error**" means any CAD Error that, for fifty percent (50%) or more of Purchaser's dispatchers, substantially impairs use of one or more features or functions of the CAD, which constitute less than a material portion thereof, in a production environment, or any CAD Error occurring in a testing or other non-production environment that, if occurring in a production environment, would constitute a Severity Level 1 CAD Error. Examples of Severity Level 2 CAD Errors include, without limitation, situations in which a CAD Error is causing intermittent impact to dispatchers, loss of redundancy, loss of routine administrative or diagnostic capability, or inability to use a secondary feature or function of the CAD.
 3. "**Severity Level 3 CAD Error**" means any CAD Error that, for fifty percent (50%) or more of Purchaser's dispatchers, has a minimal impact on the performance or operation of the CAD. Examples of Severity Level 3 CAD Errors include, without limitation, a CAD Error having only a

Agenda Item #11.2

minimal impact on dispatchers and CAD Errors seen in a test or other non-production environment that, if deployed in a production environment, would not constitute a Severity Level 1 CAD Error.

Severity Level	Level of Effort	Initial Response	Work Around	Permanent Correction	Status Updates
1	Continuous best efforts, 24 hours per day, 7 days per week	Immediate, but in no event to exceed 30 minutes	6 hours	3 calendar days	Every 3 hours prior to a Work Around and every calendar day thereafter
2	Commercially reasonable efforts, 24 hours per day, 7 days per week	1 hour	24 hours	5 calendar days	Every 6 hours prior to a Work Around and every calendar day thereafter
3	Commercially reasonable efforts, during normal business hours	1 Business Day	10 Business Days	20 Business Days	Every 2 Business Days prior to a Work Around and every 5 Business Days thereafter

CAD Service Credits. Mark43's failure to meet the CAD services levels set forth in Section 7(b) during any calendar month of a Regular Usage Period entitles Purchaser to Fee credits (the "CAD Service Credit(s)") calculated as set forth below. Any CAD Service Credits owed to Purchaser hereunder shall offset against any subsequent Fees owed by Purchaser and shall be Purchaser's sole and exclusive remedy with respect to Mark43's failure to provide the CAD. If Mark43 fails to meet the CAD service levels set forth in this Section 7(b) in any applicable calendar month during the Regular Usage Period, then Mark43 shall credit Purchaser five percent (5%) of the portion of the Fees attributable to CAD Services in the calendar month in which such CAD service level failure occurs. The applicable CAD Service Credits will be applied to the next invoice. Only one CAD Service Credit for failure to meet the applicable service level shall be granted for each Service in a calendar month of the Regular Usage Period.

- c. **Service Levels for Integrated Third Party Software.** Notwithstanding anything else to the contrary contained herein, Mark43 shall be responsible for any downtime of or related to the Applications or Integrated Third Party Software (as defined below) that is caused by Integrated Third Party Software solely to the extent specified in this Section 7(c). Credit Percentages Service Credits referenced elsewhere in this Agreement shall not apply to downtime caused by Integrated Third Party Software or the integrations or connections to Integrated Third Party Software.
 - i. **Availability of Third Party Applications.** Schedule A identifies specific Third Party Application integrations (the "Integrated Third Party Software") to be performed by Mark43 during the Professional Services Period, and the Purchaser's and Mark43's respective rights regarding acceptance of those Services. During the Regular Usage Period, the Integrated Third Party Software shall be operational no less than 99.9% of the time on a 24x7 basis, excluding any scheduled maintenance of the Integrated Third Party Software (whether scheduled by Mark43 or by the third party provider, the "Integration Scheduled Downtime"); provided, however, that Mark43 shall not be responsible for downtime caused by upgrades or updates to Integrated Third Party Software of which Mark43 does not receive the requisite advance notice, and such downtime will not count against the service levels promised herein. Mark43 agrees that it shall schedule any Integration Scheduled Downtime on minimal traffic days whenever possible. The Parties further agree that Mark43 shall not schedule in excess of 90 minutes of Integration Scheduled Downtime in during any 30-day period. Mark43 shall provide Purchaser with immediate telephone notification to the point of contact set forth in the Agreement as soon as it becomes aware of any actual or potential unavailability of an Integration other than Integration Scheduled Downtime ("Integration Unscheduled Downtime"), as well as continual periodic updates during the Integration Unscheduled Downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the Integration shall be available.
 - ii. **Responsibilities for Planned Updates.** Purchaser shall provide Mark43 with prompt notice, and in no case fewer than forty-five (45) days' advance notice, of any update by the Third Party provider of

Agenda Item #11.2

Integrated Third Party Software. Mark43 shall undertake commercially reasonable efforts to patch, repair or update the Software in order to integrate it with the updated Integrated Third Party Software.

- iii. **Responsibilities for Planned Upgrades.** Purchaser shall provide Mark43 with prompt notice, and in no case fewer than ninety (90) days' advance notice, of any planned upgrade by the Third Party provider of Integrated Third Party Software. Mark43 shall evaluate the time and resources required to patch, repair or update the Software in order to integrate it with the upgraded Integrated Third Party Software. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price) on which Mark43 would develop a patch, repair, update or Upgrade to integrate the Software with the Integrated Third Party Software.

Agenda Item #11.2

SCHEDEULE B

Transition Assistance

Upon termination of the Agreement for any reason, and subject to all Fees due being paid in full, Mark43 will create searchable PDFs of each record (each, a "**Record**") and provide them to the Purchaser for download. Purchaser may request, and Mark43 will consider, other formats in which to create the Records, but the final format of all Records will be determined in Mark43's sole discretion. Records can be uploaded to Purchaser's new records management system by the Purchaser or its new vendor.

1. Preparation

- a. The Purchaser will provide the desired cutoff date of the SaaS Services (the "**Cutoff Date**"), at which time all existing user accounts will be terminated.
- b. Mark43 will provide one (1) account for the Purchaser to access a web-based storage platform to retrieve Purchaser documents and Records (the "**Transition Account**"). The Transition Account will be available to Purchaser for thirty (30) days prior to the Cutoff Date.

2. Content

- a. Each Report in Mark43 will be recreated as a searchable PDF (or other mutually agreed to format as described above) using the standard Mark43 format then in use.
- b. All archive files will be accessible via the internet on the Cutoff Date.

3. Support

- a. Mark43 will maintain Purchaser data in Mark43 for up to 1 year following the Cutoff Date.
- b. Mark43 will maintain Purchaser PDF archives for up to 2 years following the Cutoff Date.
- c. Mark43 will resolve any issues it deems to be the result of errors in the Mark43 platform or export process for a period of six (6) months after the Cutoff Date.
- d. No less than 1 year after the Cutoff Date, Mark43 will delete Purchaser Data from all Mark43 online systems (e.g. primary database, replica databases, search databases, application caches, etc.) other than database backups, audit logs and server system logs.
- e. Within 6 months from the date of deletion of Purchaser Data from all Mark43 online systems, all Purchaser Data will be erased from database backups.
- f. Notwithstanding the foregoing, Mark43 reserves the right to retain Purchaser Data on audit logs and server system logs and in support tickets, support requests and direct communications with Mark43.

Transition Assistance as outlined in this Schedule B is included in the Fees charged to Purchaser for the Services. Fees are due and payable up to the Cutoff Date. In the event that any Fees have not been paid as required in this Agreement, Mark43 may retain all Records and decline to provide the support outlined in Section 3 of Schedule B above until such Fees are paid in full.

Agenda Item #11.2

SCHEDULE C

Technical Requirements

This Schedule lists the minimum technical requirements required for Mark43's RMS, CAD, Evidence Management and Data Exchange applications. This also describes the requirements for Mark43 interface servers. Third Party Providers and subcontractors may have additional requirements that are not listed here.

1. MARK43 RMS

1.1 RMS Workstation Requirements

Item	Minimum	Recommended
Operating System	Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core processor	1x quad-core processor or greater
Architecture	x64 / x86	x64
Memory	4 GB	6 GB+
Network Card	1x 2 Mbps+ NIC	1x 10 Mbps+ NIC
Display(s)	1x 1024x768	1x 1920x1080
Hard Drive	1 GB available space	5 GB available space
Graphics Card	N/A	N/A
Bandwidth	2 Mbps	5 Mbps+

1.2 RMS Workstation Site Internet Requirements

Mark43 RMS operates as a single-page application where most of the heavy download load is needed only on initial page load for each user. For RMS, Mark43 recommends an overall internet bandwidth connection of 1+ Mbps per concurrent user using that connection. Actual performance and usage may vary depending on user usage of other internet-connected applications and your ISP.

1.3 RMS Mobile Data Terminal Requirements

Item	Minimum	Recommended
Operating System	Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core processor	1x dual-core processor or greater
Architecture	x64 / x86	x64
Memory	2 GB	4 GB+
Network Card	2 Mbps (4G LTE)	5 Mbps+ (4G LTE)
Display(s)	1x 1024x768	1x 1024x768+
Hard Drive	1 GB available space	5 GB available space
Graphics Card	N/A	N/A
Bandwidth	2 Mbps (4G LTE)	5 Mbps+ (4G LTE)

1.4 RMS Browser Requirements

Mark43 RMS is web-based and requires a modern web browser to access the system. Mark43 RMS supports the following browser versions that receive technical support and security updates from the browser vendor.

- Google Chrome (latest)
- Microsoft Edge (latest)
- Mozilla Firefox (latest)

Agenda Item #11.2

As of 6/1/19, Mark43 RMS also supports Microsoft Internet Explorer 11, but IE11 support will be phased out in 2020.

1.5 RMS Smartphone Mobile Application Requirements

The Mark43 RMS Smartphone Mobile Application is available on iOS.

Item (iOS)	Supported	Recommended
Operating System	Apple iOS 10+, 11, 12	Apple iOS 12
Device	iPhone 6, 6 Plus, 6S, 6S Plus iPhone SE iPhone 7, 7 Plus iPhone 8, 8 Plus iPhone X, XS, XS Max, XR iPad Air 2, 3rd gen iPad Mini 3, 4, 5th gen iPad Pro 1st gen, 2nd gen, 3rd gen iPad 5th gen, 6th gen	iPhone XS iPad gen 6

1.6 Evidence Smartphone Mobile Application Requirements

The Mark43 Evidence Smartphone Mobile Application is available on iOS and Android.

Item (iOS)	Supported	Recommended
Operating System	Apple iOS 10, 11, 12	Apple iOS 12
Device	iPhone 6, 6 Plus, 6S, 6S Plus iPhone SE iPhone 7, 7 Plus iPhone 8, 8 Plus iPhone X, XS, XS Max, XR iPad Air 2, 3rd gen iPad Mini 3, 4, 5th gen iPad Pro 1st gen, 2nd gen, 3rd gen iPad 5th gen, 6th gen	iPhone XS iPad gen 6

Item (Android)	Supported	Recommended
Operating System	Android 5+	Android 9
Device	Samsung Galaxy S7+	Samsung Galaxy S10

1.7 Evidence Barcode Printer Requirements

The Mark43 RMS Property and Evidence module requires a barcode printer to optimize the evidence management process. Mark43 integrates seamlessly with Zebra barcode printing hardware and requires the following printer:

- ZD420 model number ZD42043-C01E00EZ
- 2000T label
- 5095 Premium Resin ribbon (05095CT11007)
 - o Ribbon roll-only (05095GS11007)

Deviating from this hardware configuration will lead to smeared, stretched or otherwise incorrectly printed barcode labels. For departments with multiple printers, Mark43 recommends purchasing the same model for all locations.

1.8 Evidence Printer Server Requirements

Agenda Item #11.2

In order for Mark43 RMS to communicate with the barcode printers, an intermediate server to route printing requests is required. This machine can be the same machine as the Interface Servers specified below or standalone in which case it will need the following specifications:

Item	Minimum	Recommended
Processor	2x 2.0+ GHz processors	2x 2.0+ GHz processors
Memory	2 GB	4 GB+
Hard Drive	32 GB HDD storage	64 GB HDD storage

2. MARK43 CAD

2.1 CAD Call Taker / Dispatcher Workstations

Mark43 recommends solely using the Mark43 CAD installed desktop application for CAD call takers and dispatchers. The installed application allows for multi-window functionality and a more seamless user experience for power-users of the CAD application.

Item	Minimum	Recommended
Operating System	Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core processor	1x quad-core processor or greater
Architecture	x64	x64
Memory	4 GB	8 GB+
Network Card	1x 5 Mbps+ NIC	1x 10 Mbps+ NIC
Display(s)	1x 1024x768 monitor	2x+ 1920x1080 monitors
Hard Drive	2 GB available space	10 GB available space
Graphics Card	128MB of video memory	2x 512MB NVIDIA Quadro NVS 310, 4 MON
Bandwidth	5 Mbps	10 Mbps+

2.2 CAD Call Taker / Dispatcher Workstation Site Internet Requirements

For CAD, Mark43 recommends an overall internet bandwidth connection of 2+ Mbps per concurrent user using that connection and a backup ISP connection with automatic failover. Actual performance and usage may vary depending on user usage of other internet-connected applications and your ISP.

2.3 CAD First Responder Mobile Data Terminal Requirements

Item	Minimum	Recommended
Operating System	Windows 7+	Windows 10
Processor	1x dual-core processor	1x dual-core processor or greater
Architecture	x64	x64
Memory	2 GB	4 GB+
Network Card	2 Mbps (4G LTE)	5 Mbps+ (4G LTE)
Display(s)	1x 1024x768	1x 1024x768+
Hard Drive	1 GB available space	5 GB available space
Graphics Card	128MB of video memory	256MB+ video memory
Bandwidth	2 Mbps+ (4G LTE)	5 Mbps+ (4G LTE)

Mark43 CAD also requires installing a Windows Service on First Responder MDTs to query message switches, track GPS, monitor performance, and more. This Windows Service requires:

- Powershell installed with Windows 7+

Agenda Item #11.2

- .NET Core v2.1+
- .NET Framework v4.5+
- A service account with “Log in as service” permissions
- Admin access during installation
- Completion of all recommended Windows Updates from Microsoft

2.4 CAD Browser Requirements

Mark43 CAD is also web-based and requires a modern web browser to access the system. Mark43 CAD is only supported on the latest version of Google Chrome.

2.5 GPS Tracking

Mark43 CAD First Responder MDTs support tracking GPS from the following hardware:

- Getac machines with internal GPS (BAUD rate of 96k)
- BU-353S4 receivers that plug in
- Cradlepoint routers

GPS Tracking also requires:

- GPS Receiver using NMEA standard (e.g. \$GPxxx messages)
- Dedicated COM port on machines that use external USB GPS devices
- External Antenna strongly recommended

3. MARK43 ANALYTICS

3.1 Data Lake Requirements

Mark43 Data Lake is a Microsoft SQL Server Database and requires a database client that receives technical support and security updates from the vendor. Mark43 recommends using Microsoft SQL Server Management Studio.

3.2 Business Intelligence Suite Requirements

Mark43 Business Intelligence Suite runs embedded within Mark43 RMS and therefore has the same browser requirements as Mark43 RMS.

4. MARK43 DATA EXCHANGE

The Mark43 Data exchange functionality is enabled through either the RMS or CAD applications. Additional interface servers may be required to support Mark43 Data Exchange data flows, depending on the department's size and complexity.

5. MARK43 INTERFACE SERVERS

5.1 Server Requirements

Interface servers are on-premise servers that Mark43 uses to run integrations developed by Mark43. These servers allow Mark43 integrations to access on-premise Subscriber systems. Mark43 supports these servers from the VM up and ensures that interfaces running on these servers are maintained and monitored. The table below outlines Mark43's minimum required and recommended server specs for an interface server setup.

Agenda Item #11.2

Item	Minimum	Recommended
Number of servers	1	2+
Operating System	Ubuntu 16.04	Ubuntu 16.04
Processor	1x quad-core processor	2x quad-core processor
Architecture	x64	x64
Memory	8 GB	16 GB+
Network Card	1x 100 Mbps NIC	2x 1 Gbps+ NICs
Display(s)	N/A	N/A
Hard Drive	250 GB available space	500 GB available space
Graphics Card	N/A	N/A
Bandwidth	2 Mbps (4G LTE)	5 Mbps+ (4G LTE)

5.2 Support

The preferred model is that Subscriber provision these servers and maintain them from hardware/vm up through the operating system. Mark43 will maintain the application software installed on this server, which consists of:

- Docker, which runs all the application software in an easily manageable way
- Rancher, which orchestrates and applies updates to the scripting logic that the Docker containers run

Subscriber may choose to install other software (e.g. monitoring software) on this server as long as it does not interfere with the operation of the Mark43 provided applications.

5.3 Releases

The Docker containers running on the interface server update themselves as part of the normal Mark43 release cycle. This is to ensure compatibility with any API changes made to the internal Mark43 API.

5.4 Maintenance

If Subscriber needs to apply patches to the interface server this can be done safely by rotating servers in & out. Mark43 does ask to be notified when this happens, to ensure the Docker service running the integration scripts restarts successfully when the server is restarted.

5.5 Networking/Firewall Setup

Inbound:

- SSH over client VPN
- HTTPS over client VPN
- All other IPs/ports inbound from public internet should be closed

Outbound:

- TCP 443,5000 to 0.0.0.0/0

VPN:

- Mark43 will SSH to this server over the Subscriber VPN to install Docker and do any maintenance tasks that can't be completed by the automatic script updates

User Accounts:

- Mark43 will need sudo access on this server to do the Docker installation.

Assigning Static IP Addresses:

- Subscriber will need to take the following steps:

1. Log in to the server with the username and password.
2. Enter the following command `sudo nano /etc/network/interfaces`

Agenda Item #11.2

3. Delete the line `iface eno1 inet dhcp`
4. Add the following lines. Replace the text in `<>` with your network appropriate information. We recommend using 8.8.8.8 and 8.8.4.4 for your DNS server:

```
iface eno1 inet static
address <ip address>
netmask <subnet mask>
gateway <default gateway>
dns-search <DNS search domain>
dns-nameservers <dns server> <optional secondary dns server>
```
5. Type `control+x` to exit
6. Press `y` to save
7. Press `enter` to confirm the name `/etc/network/interfaces`.
8. Type `sudo reboot` to restart the server.

Agenda Item #11.2

SCHEDULE D

Additional Terms

i. **Vendors:**

Google: Users are bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy), available by following these links:

Google Maps Terms: https://maps.google.com/help/terms_maps.html
Google Privacy Policy: <https://policies.google.com/privacy?hl=en&gl=us>
Acceptable Use: https://enterprise.google.com/maps/terms/universal_aup.html

Amazon:

Universal Service Terms: <https://aws.amazon.com/service-terms/>
Acceptable Use: <https://aws.amazon.com/aup/>

Microsoft:

To be provided, if applicable.

ii. **Subcontractors:**

Purchaser consents to Mark43's use of the following subcontractors:

CommSys: Terms to be provided.

Agenda Item #11.2

SCHEDULE E

Mark43 Data Processing Addendum

1. **Definitions.** Terms not otherwise defined in this Data Processing Addendum ("DPA") have the meaning set out in the Software License and Services Agreement ("Agreement").
 - a. **"Subprocessor"** means a Mark43 Affiliate or other third party engaged by Mark43 for the purpose of hosting, storing or otherwise processing Purchaser Data as authorized by the Agreement or otherwise in writing by Purchaser.
2. **Purchaser Data.** The obligations in this Exhibit apply to Purchaser Data in the custody or control of Mark43 and its Subprocessors. They do not apply to Purchaser Data in the custody or control of any other party, including Purchaser Data under Purchaser's custody or control outside of the Services or Purchaser Data maintained by a Third Party Provider or transmitted or accessed on or through a Third Party Application.
3. **Disclosure.** Mark43 will not disclose Purchaser Data to any third party except: (i) to Authorized Users; (ii) as permitted under the Agreement; (iii) to its Subprocessors, provided that each Subprocessor agrees to protect Purchaser Data in a manner substantially in accordance with this DPA; or as provided by this DPA with respect to any Disclosure Request. Notwithstanding the foregoing or anything in this DPA to the contrary, Purchaser acknowledges and agrees that (a) Mark43 utilizes major providers of cloud-based services for processing certain Purchaser Data through the Services (each, a "**Cloud Provider**") (including, as of the Effective Date of the Agreement, Amazon Web Services for hosting and Google for mapping and geolocation services), (b) each Cloud Provider has its own data protection practices that are applicable to its delivery of services to its customers, and (c) Cloud Providers will not agree to separate data protection practices on a customer-by-customer basis; therefore, Cloud Providers will not be required to comply with the obligations in this DPA to the extent that they are inconsistent with each Cloud Provider's own data protection practices, but Mark43 will use reasonable efforts to assess that each Cloud Provider complies with its own data protection practices, which may include periodic examination of SOC 2 reports or comparable reports made available by Cloud Provider.
4. **Information Security Program.** Mark43 will implement and maintain a written information security program that contains reasonable administrative, technical and physical safeguards intended to protect Purchaser Data from unauthorized access, disclosure, use, modification, loss or destruction.
5. **Access.** Mark43 will maintain appropriate access controls to Purchaser Data, including limiting access to Purchaser Data only to personnel who require such access in order for Mark43 to provide Services to Purchaser or to otherwise exercise Mark43's rights or perform Mark43's obligations under the Agreement. Mark43 will require its personnel to protect Purchaser Data in accordance with the requirements of this DPA and will provide its personnel with appropriate information security training.
6. **Information Security.**
 - a. Mark43 maintains its information security program and applicable safeguards at all Mark43 sites at which an information system that stores or otherwise processes Purchaser Data is located.
 - b. Mark43 maintains network security using commercially available equipment and industry standard techniques, including firewalls, router access control lists, intrusion detection and/or prevention systems, penetration testing, vulnerability scanning, and patch management tools.
 - c. Mark43 will encrypt, using industry-standard encryption tools, all Purchaser Data that Mark43: (i) transmits or sends wirelessly or across public networks; (ii) stores on laptops or removable storage media; and (iii) stores on portable devices, where technically feasible. Mark43 will safeguard the confidentiality and availability of all encryption keys associated with encrypted Purchaser Data.
 - d. Mark43 installs and maintains endpoint security measures such as anti-virus and malware protection software intended to protect Purchaser Data from malicious code.
 - e. Mark43 undertakes appropriate logging and monitoring to enable recording of information security-related actions and identification of anomalous events.
 - f. Mark43 develops software used to deliver the Services in accordance with secure software development principles.
7. **Security Incident Management.** Unless otherwise prohibited by law, Mark43 will notify Purchaser promptly (and in any event within 72 hours) in the event Mark43 reasonably believes that there has been any unauthorized access, acquisition, disclosure, use, modification, loss or destruction of Purchaser Data

Agenda Item #11.2

(“**Security Incident**”). Mark43 will promptly investigate the Security Incident, will take necessary steps to eliminate or contain the exposure of Purchaser Data, and will keep Purchaser informed of the status of the Security Incident. Mark43 will provide reasonable assistance and cooperation requested by Purchaser or Purchaser’s designated representatives to correct, remediate, or investigate the Security Incident or to mitigate potential damage resulting from it, including any notification that Purchaser may determine appropriate to send to affected individuals, regulators or third parties.

8. **Business Continuity.** Mark43 implements appropriate disaster recovery and business continuity plans and reviews and updates such plans regularly. Back-up copies of critical business information and software are created regularly and tested to verify their integrity.
9. **Audits.** Upon Purchaser’s request, Mark43 will make available to Purchaser up to once per year a copy of a third-party assessment, such as a SOC 2 report or comparable report (“**Third-Party Report**”), if Mark43 has obtained such a Third-Party Report for the Services; or if Mark43 has not obtained a Third-Party Report for the Services, Purchaser may provide to Mark43 a security assessment questionnaire related to the Services, which Mark43 will accurately and promptly complete. Such a questionnaire must be reasonable in scope and may include questions seeking verification of compliance with the terms and conditions of this DPA. All Third-Party Reports or information accessed by or otherwise disclosed to Purchaser in connection with any such review will be considered Confidential Information of Mark43.
10. **Return/Disposal.** Upon termination or expiration of the Agreement, Mark43 will cease handling Purchaser Data and will take reasonable steps to return or destroy Purchaser Data according to the timeframes set out in Schedule B of the Agreement. If Mark43 has any legal obligation to retain Purchaser Data beyond the periods otherwise specified by Schedule B, Mark43 will notify Purchaser in writing of that obligation, to the extent permitted by applicable law, and will return or destroy the Purchaser Data in accordance with this DPA as soon as possible after that legally required retention period has ended. If Mark43 disposes of any paper, electronic or other record containing Purchaser Data, Mark43 will take all reasonable steps to do so by: (a) shredding; (b) permanently erasing and deleting; (c) degaussing; or (d) otherwise modifying Purchaser Data in such records to make it unreadable, unreconstructable and indecipherable.
11. **Location of Purchaser Data.** Purchaser Data stored or transmitted through the SaaS Services in Purchaser’s user accounts shall be hosted by a Cloud Provider in the United States. Mark43 currently uses AWS Govcloud region as Cloud Provider to host Purchaser Data but such Cloud Provider may be changed upon the approval and agreement of Mark43 and Purchaser of another Cloud Provider. Information about AWS’s commitment to support customers’ CJIS compliance requirements is available here: <https://aws.amazon.com/compliance/cjis/>.

Agenda Item #11.2



AGENDA ITEM NO. 14

CITY OF HAWTHORNE CITY COUNCIL AGENDA BILL

For the meeting of February 14, 2017
Originating Department: **Police Department**

City Manager: Arnold Shadbehr Chief of Police: Robert Fager

SUBJECT:

Initiate and act as contractual hub on behalf of the member cities of the South Bay Regional Public Communications Authority (SBRPCA) for our collaborative purchase, development and support of a new Police Computer Aided Dispatch (CAD) / Records Management System (RMS).

RECOMMENDED MOTION:

Authorize the City Manager to enter into contract with **mark43 Software Systems** and **CitCom Inc.**, on behalf of the SBRPCA members cities, for the forthcoming CAD / RMS system evolution.

NOTICING PROCEDURES:

A notice was not required to be posted or published.

FISCAL IMPACT:

No final impact to Hawthorne general fund.

The cumulative project cost for CAD / RMS systems via mark43 Software Systems is (NTE) \$1.4M.

The cumulative project management cost via CitCom Inc. is (NTE) \$262,080.

Payments of these costs are derived from existing allocation agreement calculations via member cities of SBRPCA.

Hawthorne will act as a pass-through for billing and payments to cities accordingly.

Hawthorne's estimated payment portion within this project (\$466 - 491K) will be paid via monies under the authority of the Police Chief, encumbered in the Police Department's Asset Forfeiture account.

Agenda Item #11.2

REPORT SUMMARY:

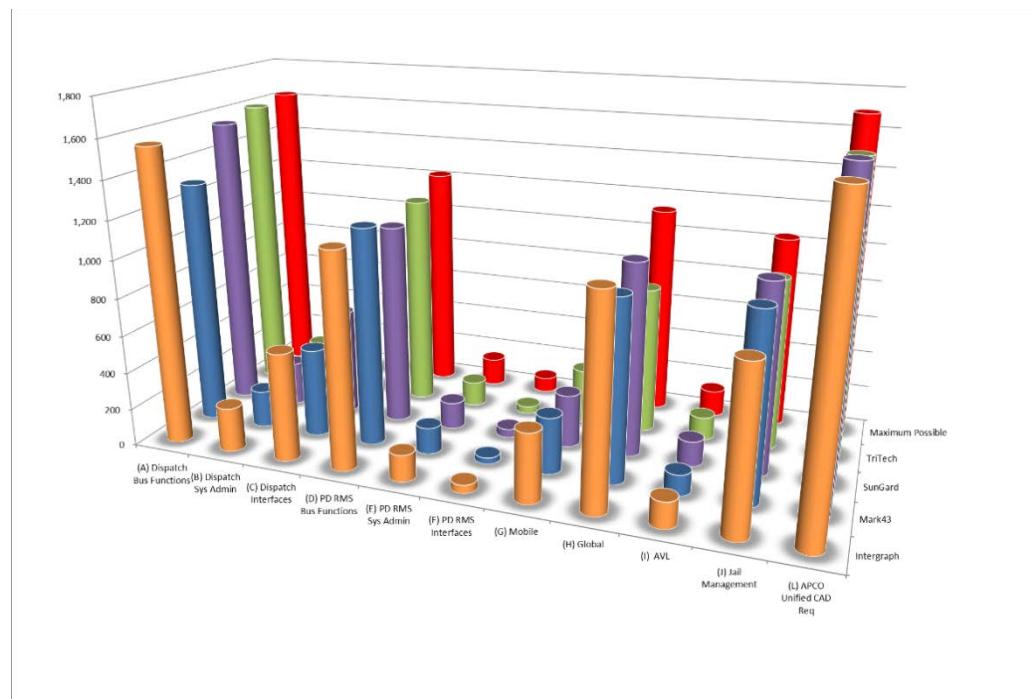
BACKGROUND

In June, 2014, the ‘South Bay Regional Public Communications Authority’ (SBRPCA; historically also known as “RCC” for Regional Communications Center), approved a ‘Public Safety Technology Modernization Project Plan/Business Case’ to upgrade and/or replace the existing Tiburon/2000 police and fire Computer Aided Dispatch (CAD), Records Management System (RMS), Jail Management System (JMS), and associated interfaces.

Following a competitive procurement, the consortium retained a public safety technology consultant (CitCom, Inc.) to assist with the modernization process. Over a ten month period, end-users from the consortium’s agencies participated in focus groups that defined 2,439 contemporary technical and functional requirements which were included in a comprehensive Request for Proposals (RFP), issued in April, 2015.

SELECTION PROCESS

In response to the RFP, four companies submitted proposals: Intergraph (now Hexagon), *mark43*, SunGard, and TriTech (which now owns Tiburon, the consortium’s current vendor). Each written proposal was thoroughly evaluated against sixteen weighted selection criteria, as defined in the RFP. All four proposals were considered viable solutions, with comparable functional and technical capabilities, as depicted in the following graphic:



In October, 2015, each company provided an onsite product demonstration and corporate overview. Based on their observations and the input from end-users, the RCC Selection Committee invited *mark43* and TriTech to continue in the evaluation process as semi- finalists. Both companies

Agenda Item #11.2

provided additional onsite rounds of technical and end-user product demonstrations in January and February, 2016, respectively.

At the conclusion of the Selection Committee's semi-finalist interviews, the two companies were invited to submit a 'Best & Final Offer' (BAFO). The BAFO's were analyzed, and the Selection Committee assigned final scoring to each proposal, as follows:

	Criteria Summary	Weight	mark43	TRITECH
1	Adherence to Format	2	1.2	1.2
2	Completeness of Proposal	5	3	3
3	Quality/Depth of References	5	2	4
4	Post Implementation Support	5	5	4
5	Financial Stability/Resources	5	2	4.5
6	Experience/Expertise of Staff	5	4.5	4
7	Business and Technical Functionality	15	14.00	13.08
8	References	5	2	3.5
9	Integration and Interfaces	10	8	9
10	Hardware	5	4	4.5
11	Cost	10	10.00	4.37
12	Willingness to Negotiate	10	10	6
13	Implementation and Data Conversion	5	2.5	4
14	Project Management	6	3	4.8
15	Training	5	4	4
16	Documentation	2	1.2	1.6
		100	76.40	75.55
			1	2

SELECTION

In May, 2016, based upon the results of the competitive procurement, the SBRPCA Selection Committee recommended *mark43* as the finalist vendor. *mark43* is a New York-based company with a local office in El Segundo (staffed by the proposed RCC project team). The company is one of the newest within the public safety software marketplace, and provides some of the most contemporary dispatch and records management technology available. Of the four companies that responded to the RFP, *mark43*'s proposal proved to be the best fit for the consortium, particularly in the following areas:

- **Law Enforcement Records Management System (RMS):** The *mark43* RMS (brand-named COBALT) is a comprehensive web-based solution that is uniquely scalable, and configurable for each of the consortium's agencies.

Agenda Item #11.2

- **Technical Support:** *mark43* provides 24/7 technical support plus continuous application monitoring and tuning. Enhancements and upgrades are included at no additional cost.
- **Intuitive Design:** During semi-finalist demonstrations, 82% of end-user participants ranked *mark43*’s software as “Extremely or Very Easy to Use” (compared to 36% for the TriTech solution).
- **Cost:** *mark43*’s cost was the least expensive of the four submitted proposals.

COST STRUCTURE

The total cost of the purchase and implementation of the project will be shared by all user cities of the group. The cost allocation is made up of a formula that measures several key statistics from each city such as:

1. Number of Police Officers
2. Number of Firefighters
3. Number of support staff that access the system
4. Total CAD incidents
5. Part 1 crimes
6. Number of Arrests
7. Daily Reports generated in the ARS/RMS system

This cost allocation has been presented and agreed upon by all participating agencies, resulting of these final breakdowns:

▪ Hawthorne	24.26%
▪ Culver City	18.61%
▪ Gardena	18.38%
▪ Manhattan Beach	13.56%
▪ El Segundo	10.47%
▪ Hermosa Beach	07.86%
▪ El Camino/Compton College	06.86%

Agenda Item #11.2

CitCom, Inc. was selected via SBRPCA member-City approvals to oversee the project development and management for this system's transition and integration (see 'Attachment 2').

As in our current contract with TriTech/Tiburon, the City of Hawthorne will manage the contract and payments with both *mark43* and CitCom, Inc. Hawthorne will bill other cities based on the cost allocation agreement and handle payment to *mark43*. Hawthorne will charge and recover administrative-based fees of ≈15% for this capacity. This is the same general model and business practice we (Hawthorne) have been doing with our current vendor, on behalf of SBRPCA, for the last decade.

ATTACHMENT:

1. *mark43* Contract
2. CitCom, Inc. Contract

CONTRACT FOR AQUISITION, LICENSING, AND MAINTENANCE OF AN INTEGRATED PUBLIC SAFETY TECHNOLOGY SOLUTION

CONTRACT NO:

This agreement (the "Contract") is made effective on February 14, 2017 ("Effective Date") by and between the City of Hawthorne, California (the "City of Hawthorne"), acting for itself and on behalf of the cities of Gardena, Manhattan Beach, Culver City, El Segundo, Hermosa Beach, El Camino College, Compton College, and Palos Verdes Estates (individually or collectively (with the City of Hawthorne) referred to as "City", "Consortium", or "Subscriber"), and Mark43, Inc. (hereinafter referred to as "Mark43" or "Contractor"), by and through their duly authorized representatives.

The Initial Term of this Contract shall be three (3) years commencing on the Effective Date, subject to automatic renewal for one (1) year terms unless the City elects to terminate.

This Contract may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

Recitals:

WHEREAS, in conjunction with its government operations, the City of Hawthorne desires to acquire an Integrated Public Safety Technology Solution;

WHEREAS, in its proposal dated June 18, 2015 and submitted in response to the City's Request for Proposal (RFP), Contractor represents that it has the knowledge, experience and expertise in public safety technology; and

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITION OF KEY WORDS

For purposes of this Contract, the following Definitions shall apply:

Term	Definition
Acceptance	Means the City has determined that a Deliverable or a Product requiring Acceptance Testing has met the Acceptance Criteria and the City has provided a Certificate of Acceptance to Contractor with respect to the Deliverable or Product, as applicable.
Acceptance Criteria	The functionality, performance, and reliability requirements as set forth in the Statement of Work.
Acceptance Date	The date on which the City issues a Certificate of Acceptance for the Solution or a Deliverable, as applicable.
Acceptance Test	The evaluation and testing method, procedures, or both, that are used to determine whether or not the Solution or a Product requiring Acceptance Testing operates in accordance with the Acceptance Criteria. Acceptance Testing may occur in one or more phases, depending on the integration of contingent products, scalability, performance tuning or other measurable features or milestones.
Acceptance Test Plan (ATP)	An Acceptance Test Plan (ATP) is a written document that contains the procedures that will be used to determine the Solution's/System's conformance to the City's requirements.
Affiliate	With respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is

Agenda Item #11.2

Term	Definition
	under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
Amendment	A written document required to be signed by both Parties when in any way altering the Contract or Statement of Work, or any exhibit or attachment to any of the foregoing.
Applications	The primary subsystems that comprise the Solution, namely: the Police and Fire Computer Aided Dispatch ("CAD") and the First Responder and Law Enforcement Records Management System ("RMS"), all as described in the Statement of Work.
Business Day	A calendar day of twenty-four hours, excluding weekends and public state or federal holidays, beginning at midnight and ending at midnight twenty-four hours later.
CAD	See definition of "Applications"
Certificate of Acceptance	A written instrument by which the City notifies Contractor either that in its sole discretion the Acceptance Criteria have been met or waived, in whole or in part.
Change Order	A document, agreed and signed by both Parties, that changes an existing Statement of Work. The Change Order process is outlined in the Statement of Work.
City	The cities of Gardena, Hawthorne, Manhattan Beach, Culver City, El Segundo, Hermosa Beach, El Camino College, Compton College, and Palos Verdes Estates, individually or collectively, as applicable.
City Data	All data, information, content and other materials stored or transmitted by City and any User through the SaaS Services (i) in their user accounts; or (ii) on a third party service to which City and any Authorized User facilitates Mark43's access via an application programming interface or other means, excluding any Third-Party Data.
Confidential Information	See definition in Section 5.2.
Consortium	The cities of Gardena, Hawthorne, Manhattan Beach, Culver City, El Segundo, Hermosa Beach, El Camino College, Compton College, and Palos Verdes Estates.
Contract Price	The not-to-exceed price agreed upon by the Parties for the Solution, subject to the provisions of the Contract.
Contract Representative(s)	The City employee singularly responsible for communicating all Contract-related information and decisions with the Contractor, and for monitoring and overseeing the Contractor's performance under this Contract.
Contractor	Mark43 Inc.
Covered Products	The Products and Services (including Third Party Software) to be provided to the City by Contractor under this Contract.
Customization	Means (a) any modification to or adaptation of the Products, or (b) any new component or accessory or, in the case of Software, new code, designed to run in conjunction with the Products, whether prepared, created, or developed (1) by Contractor at the City's request; (2) by Contractor at the City's request as a work for hire; (3) by the City; or (4) by the City in conjunction with or as authorized by Contractor.
Day	Means a calendar day of twenty-four hours, including weekdays and holidays, beginning at midnight and ending at midnight twenty-four hours later.

Agenda Item #11.2

Term	Definition
Deliverable	The Products, Equipment, Services, Documentation, and tangible work products to be provided to the City by Contractor as described in the Contract or Statement of Work.
Documentation	Includes User manuals, guides and other written materials in any form for the Software and Services that Mark43 provides to City that describe the features or functions of the Products and Solution, including but not limited to published specifications, technical manuals, and operating instructions provided by Contractor to the City, or readily available to the public, or as required to be produced by Contractor subject to the terms of this Contract.
Equipment	Includes any hardware, machinery, device, tool, computer, computer component, computer system, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper implementation of the Solution and acceptable completion of the Project.
Error	Any defect, problem, condition, bug, or other partial or complete inability of the Solution to operate either (a) in accordance with the applicable Specifications and Documentation; or, (b) as to the Solution, in the same manner in which the Solution operated as of the Final Acceptance Date.
Final Acceptance	Means the City has determined that every Deliverable or Product in the Solution requiring Acceptance Testing has met the Acceptance Criteria and the City has provided a Certificate of Acceptance to Contractor.
Initial Term	The initial term of the Contract, which shall run for three (3) years from the Effective Date.
Maintenance Request	A request by the City to Contractor for maintenance.
Material Breach	Any breach of this Contract that substantially deprives the non-breaching Party of the benefit it reasonably expected under this Contract.
Product	Means Software, Equipment, Documentation and supplies which may include Updates, Upgrades, Customization, and training.
Production Environment	The operational portion of the Solution that is used on a daily basis to conduct the City's business processes.
Professional Services	The evaluation, consultation, implementation, customization, configuration and other services, including the development of interfaces, provided by Mark43 in connection with the SaaS Services.
Professional Services Period	The period before the Regular Usage Period for RMS or CAD, as applicable, during which Mark43 will provide Professional Services, as further outlined in the Statement of Work.
Project	The Integrated Public Safety Technology System, all as described in the Statement of Work, comprising the Applications, and the work required to implement it, including the Professional Services and SaaS Services and any activities required for delivery and support of the Solution including, without limitation, design, development, integration, testing, support and maintenance, any of which Contractor may be providing in whole or in part.
Project Manager	Individual designated by the Hawthorne Police Department to provide day-to-day operational oversight of the Contract.
RMS	See definition of "Applications"

Agenda Item #11.2

Term	Definition
Regular Usage Period	The period during the Contract Term following the Acceptance Date for any Application, as applicable. For example, the Regular Usage Period for RMS may occur before the Regular Usage Period for CAD.
Repair	To fix, patch, reprogram, or replace the Solution or any Equipment or Software component thereof so as to eliminate Errors or failure to the City's satisfaction.
Request for Proposal (RFP)	The RFP issued April 17, 2015.
SaaS Services	Means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Mark43 for remote access and use by City, including any Documentation related thereto.
Services	Services include both ordinary and professional services as required to be performed by Contractor under this Contract for the City and as further described in the Statement of Work. Services include, but are not limited to, the SaaS Services, Maintenance of the Covered Products, consulting, training, site management, installation, integration, analysis, programming, interface development and testing, needs assessment, or technology review.
Software	Means the object code version of Mark43's computer software, and all Updates, made available by Mark43 to City under this Contract.
Software License	Means the license(s) of the Software provided to the City for use of the SaaS Services as authorized by this Contract.
Solution	The complete integrated public safety technology solution to be provided by Contractor, including collectively the SaaS Services, the Professional Services and all Equipment, Products, and Software to be provided by Contractor to City under this Contract.
Source Code	A complete copy, expressed in high-level (i.e., human readable; not machine language or object code) computer language, of the Software which, when assembled or compiled, becomes the executable object code of the Software. Source Code shall include all material including but not limited to design Documentation, Software Documentation, reference manuals and Documentation, libraries for the Software, and interface software (patch or whole programs), in any form (printed, electronic, or magnetic) and any other information necessary for a reasonably skilled programmer or analyst to understand, maintain, or modify the Software/Solution.
Statement of Work (SOW)	The written detailed specifications of the Solution, Product(s), or Services(s) attached as Exhibit A hereto, and subject to the terms and conditions of the Contract.
System Administrator	A System User with specific system configuration privileges.
Term	The Initial Term plus any Renewal Term(s).
Testing Environment	The Testing Environment is that portion of the System that is used by System Administrators to test the Solution (e.g., new version releases, problem data sets, new configuration parameters, etc.). Actions taken and transactions completed in the Testing Environment must not affect the Production Environment.
Third Party Application	A third party service to which City and any City User facilitates Contractor's access via an application programming interface or other means.

Agenda Item #11.2

Term	Definition
Third Party Components	Any components of the SaaS Services that are provided by third parties.
Third Party Data	Any data owned by a third party that Mark43 provides to City via the SaaS Services.
Third Party Provider	Third parties, including other vendors, state agencies and local agencies, that control products and/or databases with which Mark43 products are to be interfaced.
Third Party Software	Third Party Software means computer software or other technology in which any person or entity, other than Mark43, has any right, title or interest, including any restrictions or obligations (such as obligations to obtain consent or approvals and restrictions that may be eliminated only by obtaining such consent or approvals) applicable to the Solution.
Update	Means a change, modification, or enhancement to the Equipment or Software, and related Documentation, which improves its performance or efficiency, but does not alter its core functionality.
Upgrade	A newer, better version, change, modification, or enhancement to the Equipment or Software (including Third Party Software), and related Documentation, which incorporates major new features or increases the core functionality of the Software and may be considered a new version. Software Upgrades may include Error correction, bug fixes, additions to, or patches to the Software.
User	An Affiliate, employee or independent contractor of City (solely to the extent such contractor is providing services to City), who has been authorized by City to use the Solution.
Website	The Internet website through which Mark43 provides the SaaS Services under this Contract.

2. CONTRACT TERM AND PAYMENT SCHEDULE

2.1. CONTRACT CUSTOMERS AND CONTACT

The Contract shall be for the use of the Hawthorne Police Department and members of the Consortium. The Hawthorne Police Department shall provide for the day-to-day operational oversight of the Contract. The Contract Representative is:

Name: Captain Mike Ishii
Email address: mishii@cityofhawthorne.org
Phone: 310-349-2803
Address: 12501 Hawthorne Blvd, Hawthorne, CA 90250

2.2. INITIAL TERM OF CONTRACT

The Initial Term of this Contract begins on the Effective Date and will continue for a period of three (3) years thereafter unless and until terminated or canceled in accordance with the provisions set forth herein.

2.3. EXTENSION OF CONTRACT TERM

Upon expiration of the Initial Term or any Renewal Term (as defined below), this Contract will automatically renew for successive periods of twelve (12) months (each, a "Renewal Term") at the rates set forth in this section, unless (i) the Contract Representative, on behalf of the Consortium, provides the Contractor with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term or (ii) in the event that City is in material breach of its obligations under the Contract, the Contractor provides the City with written notice of non-renewal at

Agenda Item #11.2

least thirty (30) days prior to the expiration of the then-current term. For the avoidance of doubt, only the Contract Representative may provide a written notice of non-renewal.

Contractor will notify City of any changes to the Fees or product offerings for a Renewal Term at least forty-five (45) days prior to the start of the Renewal Term.

2.4. FEES AND PAYMENT TERMS

City will pay Contractor fees as stated in Section 2.5 below (the "Fees") in accordance with the payment schedule set forth in Section 2.5 below. Except as otherwise provided in this Contract, all payments of Fees are non-refundable. All amounts stated in this Contract or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. Any taxes applied to transactions by a Federal, State or Local taxing authority will be the responsibility of the City. The City shall make every effort to process submitted invoices within thirty (30) days after receipt of a correct invoice unless a reasonable, good faith dispute exists to any obligation to pay all or a portion of the account, provided that all invoiced amounts shall be due within forty-five (45) days after receipt of a correct invoice.

2.5. FEE PAYMENT SCHEDULE

- a. During the Professional Services Period, the City will pay the Fees set forth below for the Professional Services specified in the Statement of Work, as follows:

SOW Task Reference	Payment Milestone	Percentage	Value
1	Project Kickoff	5%	\$70,000
12	RMS Interfaces Completed	25%	\$350,000
15	RMS Initial Training Completed	10%	\$140,000
18	RMS Cutover	5%	\$70,000
34	CAD/Mobile Interfaces Completed	25%	\$350,000
55	CAD/Mobile Initial Training Completed	10%	\$140,000
59	CAD/Mobile Cutover	20%	\$280,000

- b. During the Regular Usage Period in the Initial Term (or the term during which cutover occurs, if not the Initial Term), the City will pay (i) an annual subscription Fee of \$238,971.00 for RMS and (ii) an annual subscription Fee of \$238,971.00 for CAD, as follows:

- 1) Regular Usage Period for RMS: The first annual subscription Fee of \$238,971.00 shall be paid in full no less than thirty (30) days after the RMS Acceptance Date. The annual subscription Fee of \$238,971.00 for each subsequent year in the Initial Term shall be paid in full, in advance, on each anniversary of the Acceptance Date for RMS. The annual subscription Fee that becomes due during the last year of the Initial Term (or the term during which cutover occurs, if not the Initial Term) shall be prorated based on the number of days remaining in the term.

- 2) Regular Usage Period for CAD: The first annual subscription Fee of \$238,971.00 shall be paid in full no less than thirty (30) days after the CAD Acceptance Date. The annual subscription Fee of \$238,971.00 for each subsequent year in the Initial Term shall be paid in full, in advance, on each anniversary of the Acceptance Date for CAD. The annual subscription Fee that becomes due during the last year of the Initial Term (or the term during which cutover occurs, if not the Initial Term) shall be prorated based on the number of days remaining in the term.

Agenda Item #11.2

- 3) Because there may be different Acceptance Dates for RMS and CAD, RMS and CAD subscriptions may be on a different payment schedule during the term in which cutover occurs.
- c. For any given Renewal Term, the annual subscription Fees for each of RMS and CAD shall be payable on the first day of the Renewal Term.

2.6. LIABILITY FOR FEES AND OTHER AMOUNTS

The City of Hawthorne is responsible for payment of all amounts due and payable hereunder by the Consortium, whether or not another member of the Consortium defaults on any obligation to the City of Hawthorne). Without prejudicing or limiting any rights of Mark43, Mark43 shall be deemed an express third party beneficiary to any contract, agreement or arrangement among the members of the Consortium regarding the allocation of fees or other amounts payable hereunder.

2.7. PRICES AND PRICE ADJUSTMENTS

All prices indicated for Professional Services shall be firm and fixed for the Initial Term. All prices indicated for the Regular Usage Period shall be firm and fixed until the later of (i) the end of the Initial Term and (ii) the first two years of the Regular Usage Period for a given product or service. Notwithstanding the foregoing, Contractor agrees that the annual subscription fee may increase by no more than 5% in any Renewal Term of one year (not including increases attributable to new products or to new modules and features for existing RMS and CAD products).

2.8. AUTHORITY TO PROCEED

Contractor shall provide Deliverables and/or Services only upon receipt of a signed Contract from the City of Hawthorne.

2.9. METHOD OF INVOICING

Once the contractor believes that a payment milestone has been achieved, Contractor will submit a milestone completion form with an accompanying invoice to the City. If a milestone completion form is rejected for any reason, the City will provide a written description of the deficiencies to Contractor within ten (10) Business Days. If the City fails to accept or reject a milestone completion form within ten (10) Business Days, then Contractor will be paid the milestone payment.

Invoices must include the following:

1. City Contract number.
2. Milestone referenced in the Fee Payment Schedule above.
3. Invoice number and date.
4. Requesting department name and "ship-to" address.
5. Payment terms.

3. INSURANCE REQUIREMENTS

- 3.1. Contractor and its subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 3.2. Insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or

Agenda Item #11.2

subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

3.3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

A. **Commercial General Liability/Occurrence Form:** Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Complete Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

B. **Automobile Liability:** Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limits (CSL)	\$1,000,000
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C. **Worker's Compensation and Employers' Liability:** Workers' compensation and Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

D. **Professional Liability (Errors and Omissions Liability):** The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Statement of Work of this Contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

E. **Technology Errors and Omissions; Information Security & Privacy Liability:** Contractor shall maintain liability insurance covering acts, errors or omissions arising out of the performance or failure to perform professional services related to the Services under this Contract. The coverage shall be placed with an insurer with an AM Best Rating of A or better and shall include the following coverage:

F. **Technology Products and Services Errors and Omissions/Information Security & Privacy Liability for Service Provided to Others.**

Such insurance shall cover any and all errors, omissions and/or negligent acts in the delivery of Products, Services and Software under this Contract. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data,

degradation, downtime, etc.) and infringement of intellectual property, such as copyrights, trademarks, service marks and trade dress.

Such insurance shall include limits of coverage of the local currency equivalent of not less than \$2,000,000.00 (two million U.S. dollars) per occurrence and shall remain in effect for not less than three (3) years following the date of termination or expiration of this Contract. Evidence of coverage must be sent to the City for three years following termination or expiration of this Contract.

- 3.4. **ADDITIONAL INSURANCE REQUIREMENTS:** The Contractor's insurance policies shall include, or be endorsed to include, the following provisions:
 - A. On insurance policies where the City of Hawthorne is named as an additional insured, the City of Hawthorne shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 - B. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3.5. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within five (5) business days of receipt, written notice that a policy has been suspended, voided or cancelled for any reason. Such notice shall be mailed to City of Hawthorne, 12501 Hawthorne Blvd, Hawthorne, CA 90250; or emailed to: mishii@cityofhawthorne.org.
- 3.6. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of California and with an "A.M. Best" rating of not less than B+VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 3.7. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the Contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of Contract. All certificates required by this Contract shall be sent directly to City of Hawthorne, 12501 Hawthorne Blvd, Hawthorne, CA 90250. The City project/Contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- 3.8. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

Agenda Item #11.2

3.9. **VARIANCE:** City reserves the right to agree, in its sole discretion, to any modification or variation from the insurance requirements in this Contract.

4. CONTRACT INTERPRETATION

4.1. APPLICABLE LAW

This Contract shall be governed by the laws of the State of California, and any lawsuits or proceedings pertaining to this Contract shall be brought only in Federal or State courts in Los Angeles County, State of California.

4.2. IMPLIED CONTRACT TERMS

Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Contract shall forthwith be physically Amended to make such insertion or correction.

4.3. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the City and as amended (if applicable), the following shall prevail in the order set forth below:

- A. Contract
- B. Contract Schedules
- C. Statement of Work (and associated attachments)
- D. Vendor's Response to the City's Request for Proposal (RFP)

4.4. ORGANIZATION – EMPLOYMENT DISCLAIMER

The Contract resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the Parties shall only be those expressly set forth in the Contract. The Parties agree that no persons supplied by or working with the Contractor in the performance of Contractor's obligations under the Contract are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.

4.5. SEVERABILITY

Any term or provision of this Contract that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.

4.6. PAROL EVIDENCE

This Contract is intended by the Parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the agreed upon terms. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing Party has knowledge of the nature of the performance and had the opportunity to object.

5. CONTRACT ADMINISTRATION AND OPERATION

5.1. RECORDS

All books, accounts, reports, files and other records, in each case relating to billing and invoicing under the Contract shall be subject to inspection and audit by the City at a reasonable time and place for five years after completion of the Contract, whether electronically or, solely to the extent feasible and practicable, at a City of Hawthorne office. Notwithstanding the foregoing, Contractor shall not be required to produce for inspection or audit by the City any confidential information (including Confidential Information of or relating to third parties or other Contractor customers), the disclosure of which, in Contractor's reasonable discretion, could place Contractor in breach of its existing contracts or applicable law.

5.2. CONFIDENTIALITY AND DATA SECURITY

5.2.1. **Definition of Confidential Information.** For the purposes of this Contract, "Confidential Information" means: (a) with respect to Contractor, the Product and SaaS Services and any and all Source Code relating thereto, as well as non-public information or material regarding Contractor's legal or business affairs, financing, customers, properties or data, and (b) with respect to the City, any non-public information or material regarding the City's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.

5.2.2. **Use and Disclosure of Confidential Information.** The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Contract; (ii) subject to Section 5.2.4 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Contract; and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.

5.2.3. **Protection of Confidential Information.** The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care). Each Party shall notify the other Party as soon as reasonably practicable in the event that Confidential Information of the Party is believed to have been compromised.

5.2.4. **Employee and Independent Contractor Compliance.** The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent

contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.

5.2.5. **Required Disclosures.** In the event that either Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process or by any law, rule or regulation of any governmental agency or regulatory authority) (for purposes of this paragraph, each, a "Request") to disclose any of the Confidential Information of the other Party, such Party shall provide the other Party with prompt written notice of any such request or requirement so that such other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Contract. If, in the absence of a protective order or other remedy or the receipt of a waiver, and if one Party is nonetheless, legally compelled to disclose Confidential Information, such Party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such Party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal. Without limiting the foregoing, the City further agrees to indemnify and hold harmless the Contractor, its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from all claims, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and expert and consulting fees), incurred or expended by Contractor in connection with a Request for the disclosure of Confidential Information of the Contractor or the City (including, without limitation, City Data).

5.2.6. The Parties agree that a violation of this Section 5.2 shall be deemed to cause irreparable harm justifying injunctive relief in court, without waiving any additional rights or remedies available at law or in equity or by statute.

5.3. DISCRIMINATION PROHIBITED

Mark43 shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice.

5.4. LICENSES AND PERMITS

Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

5.5. ADVERTISING

Contractor shall not advertise or publish news releases concerning this Contract without the prior written consent of the City's Project Manager.

5.6. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Contractor's Products, Services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

5.7. COMPLIANCE WITH LAWS

Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this

Agenda Item #11.2

Contract regardless of whether or not they are referred to by the City. Because the Contractor will be acting as an independent Contractor, the City assumes no responsibility for the Contractor's acts.

5.8. **EMERGENCY PURCHASES**

The City reserves the right to purchase from other sources those items or services that are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.9. **STRICT PERFORMANCE**

Failure of either Party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law shall not be deemed a waiver of any right of either Party to insist upon the strict performance of the Contract.

6. COSTS AND PAYMENTS

6.1. **PAYMENT DEDUCTION OFFSET**

Contractor agrees that any past due payment obligation it owes to the City may be offset against any payment due to the Contractor from the City, provided that the City shall provide at least 3 business days' notice of its intent to offset any such payment obligations.

6.2. **LATE SUBMISSION OF CLAIM BY CONTRACTOR**

The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued, provided that the foregoing shall not alter any applicable statute of limitations.

6.3. **FUND APPROPRIATION NOTICE**

The Contractor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City recognize that the City may decline to adopt or approve a budget covering expenditures beyond June 30 of each year, and the City does not represent that expenditures will actually be approved for each Contract item or obligation, said determination being the determination of the City Council at the time of the adoption of the budget.

6.4. **MAXIMUM PRICES**

The City shall not be invoiced at prices higher than those stated in any Contract resulting from this proposal, or agreed to by the Parties in any amendment or extension.

7. CONTRACT CHANGES

7.1. **CONTRACT AMENDMENTS**

Contracts shall be modified only by a written Contract Amendment signed by the City's designated Contract Representative, and persons duly authorized to enter into contracts on behalf of the Contractor.

7.2. **ASSIGNMENT - DELEGATION**

This Contract may be assigned by the City to another governmental entity or joint powers authority that is capable of fulfilling the obligations of the City under this Contract. The Contractor may not assign or otherwise transfer any of its rights or obligations under this Contract without the prior, written consent of the City, which consent shall not be unreasonably withheld; provided, however, that the Contractor

may, without the consent of the City, assign or otherwise transfer this Contract to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Contract will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

7.3. AUTHORIZED CHANGES

Either Party may request a change to the Statement of Work (Exhibit A) required under this Contract on any task including but not limited to, alterations, additions, deviations, and omissions from or to the scope of work. Contractor shall provide City with a written assessment, within a reasonable time, identifying the price and schedule impact of implementing the change, if any. Neither Party shall be obligated to commence work on the requested change until they have agreed in writing to an equitable adjustment.

8. RISK OF LOSS AND LIABILITY

8.1. TITLE AND RISK OF LOSS

The title and risk of loss of any physical property to be delivered under this Contract shall not pass to the City until the City actually receives the material at the point of delivery; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

8.2. INDEMNIFICATION BY MARK43 – PATENT, COPYRIGHT AND TRADEMARK

Contractor will defend, indemnify and hold harmless the City and its officers, agents, and employees from any and all claims, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees) in connection with any third party claim that the use of the SaaS Services in accordance with this Contract infringes or misappropriates intellectual property or proprietary rights of third party; provided, however, that the foregoing obligations shall be subject to the City (a) promptly notifying Contractor of the claim, (b) providing Contractor with reasonable cooperation in the defense of the claim when City becomes aware and (c) providing Contractor with sole control over the defense and negotiations for a settlement or compromise; provided, however, that Contractor shall not enter into any such settlement without City's prior written consent, which consent will not be unreasonably withheld. The City may be represented by and actively participate through its own counsel and at its own expense in any such suit or proceedings if it so desires. If, as a result of any claim of infringement, the City is enjoined from using the Deliverables provided under this Contract, or if Contractor reasonably believes that the Deliverables are likely to become the subject of a claim of infringement, Contractor may, at Contractor's option and expense, (1) procure the right for the City to continue to use the Deliverables, or (2) replace or modify the Deliverables so as to make them non-infringing. In the event that neither of the foregoing options are commercially practicable, then Contractor may terminate the Contract and will refund to City amounts pre-paid but not earned as of the termination date. Notwithstanding the foregoing, Contractor shall have no obligation with respect to a third party claim to the extent the third party claim arises from: (w) claims arising from the use of Third Party Applications, Third-Party Components or Third-Party Data; (x) use of the SaaS Services, Software, Services or Products in combination with modules, apparatus, hardware, software, or services not authorized by Contractor or contemplated for use with the Software, Services or Products; (y) use of the SaaS Services, Software, Services or Products in a manner that is not in accordance with this Contract or the Documentation; or (z) the alteration or modification of the SaaS Services, Software, Services or Products by a party other than Contractor, unless such alterations and

modifications were authorized by Contractor or contemplated for use with the SaaS Services, Software, Services or Products.

8.3. INDEMNIFICATION BY CITY

Each member of the Consortium shall, jointly and severally, defend, indemnify and hold harmless Mark43 and its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and expert and consulting fees) in connection with (I) any third party claim arising from or relating to (i) any allegation that any data, information or materials provided by Subscriber hereunder, including, without limitation, the City Data, when used in connection with the SaaS Services: (a) infringes or misappropriates any Intellectual Property Rights of a third party, or (b) violates any Applicable Laws; (ii) the actual or alleged violation of Applicable Law by Subscriber, any Authorized User, or any Affiliate, employee, independent contractor or agent of Subscriber; or (iii) Subscriber's breach of this Contract; provided, however, that the foregoing obligations shall be subject to Mark43 (x) promptly notifying Subscriber of the claim, (y) providing Subscriber with reasonable cooperation in the defense of the claim and (z) providing Subscriber with sole control over the defense and negotiations for a settlement or compromise; provided, however, that Subscriber shall not enter into any such settlement without Mark43's prior written consent, which consent will not be unreasonably withheld; (II) disabling a connection to a Third Party Application at City's request; and (III) without altering the parties obligations contained herein with respect to the use or disclosure of confidential information (including Section 5.2), complying with a valid judicial or governmental order or opposing or defending against any request for a judicial or governmental order to compel disclosure of City Data. For the avoidance of doubt, and without limiting the foregoing, Subscriber hereby acknowledges that Mark43 shall have no implicit or explicit obligation to challenge, oppose or defend against any request described in Clause (III) of this subsection unless and until Subscriber reaffirms that it will honor its indemnification obligations as provided herein.

8.4. LIMITATION OF LIABILITY

8.4.1. **Liability Exclusion.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE OF THE SERVICES, THE THIRD-PARTY COMPONENTS, OR THE THIRD-PARTY DATA PROVIDED UNDER THIS CONTRACT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

8.4.2. **Limitation of Damages.** EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS CONTRACT, THE SERVICES, THE THIRD-PARTY COMPONENTS, OR THE THIRD-PARTY DATA PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO MARK43 BY SUBSCRIBER DURING THE THREE (3) YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES.

8.4.3. **Exceptions.** NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8.4 SHALL NOT APPLY TO DAMAGES ARISING FROM

EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS CONTRACT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8.5. FORCE MAJEURE

- 8.5.1. Except for payment of sums due, neither Party shall be liable to the other nor deemed in default under this Contract if and to the extent that such Party's performance of this Contract is prevented by reason of force majeure. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.
- 8.5.2. If either Party is delayed at any time in the progress of the work by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other Party in writing when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time delay resulting from force majeure which prevented the delayed Party from performing in accordance with this Contract.

8.6. DAMAGE TO CITY PROPERTY

Contractor shall perform all work so that no damage to City buildings, City grounds, or City property results. Contractor shall repair or have repaired at Contractor's cost any damage caused by Contractor or Contractor's subcontractors to the satisfaction of the City and at no cost to the City. Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by the City at Contractor's expense.

9. WARRANTIES

9.1. POWER AND AUTHORITY

Each Party represents and warrants that it has the full right, power and authority to enter into this Contract and to discharge its obligations hereunder.

9.2. WARRANTY AGAINST INFRINGEMENT

Contractor warrants that to its knowledge, the Deliverables will be free of the rightful claim of any third party by way of infringement or misappropriation of patent, copyright, trade secret, trademark or other rights arising under the laws of the United States. Contractor further warrants that to its knowledge, no act or omission of Contractor will result in a third party holding a claim that interferes with the City's use and enjoyment of the Deliverables. Contractor warrants that it owns or possesses the necessary rights, title and licenses necessary to perform its obligations hereunder. Notwithstanding the foregoing, the foregoing warranty does not extend to: (x) use of the SaaS Services, Software, Services or Products in combination with modules, apparatus, hardware, software, or services not authorized by Contractor or contemplated for use with the Software, Services or Products; (y) use of the SaaS Services, Software, Services or Products in a manner that is not in accordance with this Contract or the Documentation; or (z) the alteration or modification of the SaaS Services, Software, Services or Products by a party other than Contractor, unless such alterations and modifications were authorized by Contractor or contemplated for use with the SaaS Services, Software, Services or Products.

9.3. NO OTHER WARRANTIES

Mark43 cannot guarantee that every error in the SaaS Services, Software, Services, Products and Equipment or problem raised by City will be resolved. THE SERVICES, THE THIRD-PARTY COMPONENTS, AND THE THIRD-PARTY DATA ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9 NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SERVICES, THE THIRD-PARTY COMPONENTS, THE THIRD-PARTY DATA OR THIS CONTRACT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. To the extent that a party may not as a matter of applicable law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

9.4. RESPONSIBILITY FOR CORRECTION

Except with respect to any Third Party Application, the Contractor shall be fully responsible for making any correction, replacement, or modification necessary to bring the Software, Services, Products and Equipment in compliance with the Statement of Work, the Documentation, and applicable law, as further detailed in the service level provisions contained at Sections 18.c and 18.d below. Contractor's responsibilities for any corrections, replacements, modifications or Repairs relating to any Third Party Application are outlined in Section 18.e below.

9.5. LIENS

Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or its subcontractors in the performance of the work required under this Contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.

9.6. REPAIR AND REPLACEMENT PARTS

Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturer's (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer's in material and warranty.

10. CITY'S CONTRACTUAL RIGHTS

10.1. RIGHT TO ASSURANCE

Whenever one Party to this Contract in good faith has reason to question the other Party's intent to perform, the former Party may demand that the other Party give a written assurance of the other Party's intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding Party may treat this failure as an anticipatory repudiation of this Contract.

10.2. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this covenant, the City shall have the right to annul the Contract without liability or in its discretion to deduct from the Contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

11. CONTRACT TERMINATION

11.1. GRATUITIES

The City may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such Contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

11.2. CONDITIONS AND CAUSES FOR TERMINATION

- 11.2.1. **Mutual written consent:** This Contract may be terminated at any time by mutual consent in a writing signed by the Contractor and the City.
- 11.2.2. **60 Days' Notice:** The City may terminate this Contract, at its convenience, by written notice, with or without cause, upon giving sixty (60) days written notice to the Contractor.
- 11.2.3. **Termination following default and cure period:** Either Party may terminate this Contract if the other Party breaches any material term or condition of this Contract and fails to cure such breach within thirty (30) days after receipt of written notice. If the Contractor terminates the Contract pursuant to this provision, the City shall be liable only for services provided before the effective date of termination. The Contractor shall submit reasonably detailed cost claims and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.
- 11.2.4. **Immediate termination:**
 - a. The City may terminate this Contract if the Contractor: (a) becomes insolvent, or makes a general assignment for the benefit of creditors; (b) suffers or permits the appointment of a receiver for its business or assets; (c) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) day period; or (d) has wound up or liquidated, voluntarily or otherwise.
 - b. The Contractor may terminate this Contract if any member of the Consortium: (a) becomes insolvent, or makes a general assignment for the benefit of creditors; (b) suffers or permits the appointment of a receiver for its business or assets; (c) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) day period; or (d) has wound up or liquidated, voluntarily or otherwise.

11.3. CONTRACT CANCELLATION

The City may, within three years after its execution, cancel any Contract, without penalty or further obligation, made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract. For the avoidance of doubt, the City represents and warrants that William Romesburg is authorized to procure this Contract on behalf of the City, and the City may not invoke this provision based on the involvement of William Romesburg, or his affiliates or associates.

Agenda Item #11.2

11.4. EFFECT OF TERMINATION OR CANCELLATION

In the event of any termination, cancellation or expiration of this Contract:

- 11.4.1. City will pay Mark43 all amounts payable hereunder as of the effective date of termination or expiration;
- 11.4.2. All rights and licenses granted hereunder to City (as well as all rights granted to any Users of City) will immediately cease, including but not limited to all use of the SaaS Services; and
- 11.4.3. City will, upon written request of Mark43, either return to Mark43 or provide Mark43 with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of Mark43 that are in City's possession or control.

12. CONTRACTOR AND SUBCONTRACTOR WORKERS BACKGROUND SCREENING

- 12.1. Contractor personnel requiring physical access to any Consortium facility or remote access to any criminal justice information processing systems shall complete a background check conducted by the Hawthorne Police Department, which will include a local and national fingerprint check (remote personnel may obtain fingerprints at their local law enforcement agency and mail or electronically transmit them to the Project Manager). Personnel not meeting Hawthorne Police Department standards will be removed from the project. Contractor further agrees that all workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to the City pursuant to this Contract shall be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense.
- 12.2. **TERMS APPLICABLE TO ALL OF CONTRACTOR'S CONTRACTS AND SUBCONTRACTS**
Contractor shall include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Contract including, but not limited to, supervision and oversight services.
- 12.3. **MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS; INDEMNITY**
The background screening requirements of this section are material to City's entry into this Contract and any breach by Contractor shall be a material breach of this Contract.
- 12.4. **CONTINUING DUTY; AUDIT**
Contractor's obligations and requirements that Contract Workers satisfy this background screening section shall continue throughout the entire term of this Contract. Contractor shall notify the City immediately of any change to a background screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's compliance with all background screenings and requirements of this section.
- 12.5. **CJI/CLETS TRAINING**
The City shall be responsible for providing CJI or CLETS-related training to Contractor personnel and/or obtaining any certifications for Contractor personnel who may have access to CJI data of the City.

Agenda Item #11.2

13. PERFORMANCE INTERFERENCE

Contractor shall notify the Contract Representative as soon as reasonably practicable of any occurrence and/or condition that interferes with the material performance of the Contract, and confirm it in writing within twenty-four (24) hours.

14. KEY PERSONNEL

Contractor has assigned the individuals set forth on Schedule 1 to the key positions in support of the Contract (the "Key Personnel"). Contractor will notify the City of the removal or replacement, whether planned or unplanned, of any Key Personnel on the Project within a reasonable time period. Upon the replacement of any Key Personnel, Contractor shall submit the name(s) and qualifications of any new Key Personnel to the Contract Representative and update Schedule 1 accordingly.

15. SUBCONTRACTORS

Contractor may utilize subcontractors in the performance of services under the Contract. Any subcontract entered into with respect to performance under the Contract shall in no way relieve the Contractor of any responsibility for performance of all requirements under the Contract. Contractor shall certify that all subcontracts used to support the services provided under this Contract, incorporate by reference the terms and conditions of this Contract. Contractor shall not change or add any subcontractors, for the performance of services under this Contract, without the advance written approval of the City's Project Manager. When requesting the City's approval, the Contractor shall list all outgoing subcontractors, all new subcontractors, their contact information, their proposed responsibilities under the Contract as well as their qualifications to perform the intended work. With the request, Contractor shall certify that all new subcontracts incorporate by reference the terms and conditions of this Contract.

16. STORAGE SPACE - ONSITE

The Contractor may store supplies, materials and equipment in a storage area on the City of Hawthorne facility premises (in a location to be defined by the Police Department). The Contractor agrees to keep its portion of this storage area in accordance with all applicable fire regulations. The use of City storage facilities will be on a space available basis and subject to the approval of the representative. No materials or equipment will be stored or temporarily set in restrooms, under stairwells or other spaces accessible to the public. If storage is in an electrical closet, a minimum of thirty-six (36) inches shall be provided in front of all electrical panels. The width shall be a minimum of thirty (30) inches or the width of the panel. The width of working space in front of the electrical equipment shall be the width of the equipment or thirty (30) inches, whichever is greater. In all cases, the work space shall permit at least a ninety (90) degree opening of equipment doors or hinged panels.

17. THIRD PARTY PROVIDERS

The City understands that it is responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers, and for paying any Third Party Provider costs and expenses, in connection with the interfaces to be developed by Mark43.

18. ACCEPTANCE TESTING

Prior to accepting the Solution, the City and Contractor shall perform Acceptance Testing in accordance with the Statement of Work. Acceptance by City shall not relieve Contractor from its responsibility under any warranty. Payment for Products, Services, or the Solution does not constitute Acceptance, nor does it constitute a waiver of any applicable warranty.

19. SERVICE LEVEL AGREEMENT

The following provisions shall apply to all maintenance and repairs to the System, including any Software, Equipment, and Product(s). Should any ambiguities or conflicts arise between this

Agenda Item #11.2

section and the balance of the Contract, this section shall prevail over all others in matters of maintenance and repair.

a. Maintenance Requests:

- i. **Coverage Hours.** Email support shall be available twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.
- ii. **Telephone Helpline/Staffing.** Between 7 AM and 7 PM PST, Contractor shall maintain a telephone hotline at no cost to the City. Contractor shall staff the hotline with competent technical consultants who shall be trained in and thoroughly familiar with the Solution and with the City's applicable configuration. Telephone support and all communication shall be delivered in English from within the United States.
- iii. **Response.** Contractor's support specialists shall respond to a Maintenance Request from the City within the times specified in this Contract. Such response times shall be measured from the time the City contact requests support in writing or on the phone.

b. **Training.** Contractor shall offer, in its sole discretion, written instructions or telephone training in connection with Upgrades or major repairs that change the functional operation of the Solution/system or any custom software or component whether repair or alteration is a permanent or interim modification. Training may be offered to a subset of Users who can then go on to train additional Users.

c. Service Levels for RMS.

- i. **RMS Availability.** During any calendar month of a Regular Usage Period, the RMS shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the RMS ("RMS Scheduled Downtime"); provided, however, that Mark43 is not responsible for any downtime of the RMS caused by Third-Party Data services over which Mark43 has no control (e.g. Department of Motor Vehicles license plate database), or Third-Party Components and such third-party downtime will not count against the service levels promised herein; provided, further, that Mark43 shall be responsible for any downtime of RMS caused by Integrated Third Party Software (as defined below) solely to the extent specified in Section 18.e below ("Service Levels for Integrated Third Party Software"). Mark43 shall provide City with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (defined below) of the RMS, as well as continual periodic updates during the unscheduled downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the RMS shall be available.
- ii. **RMS Service Credits.** In the event that Mark43 fails to make the RMS available at least 99.9% of the time in any given month during the Regular Usage Period due to RMS Unavailability (as defined below), Mark43 will credit the Subscriber's account for the unavailable RMS as follows:

RMS Availability (Monthly)	Credit Percentage
Above 99.9%	0%
99.8 – 99.0%	10%
98.9 – 98.0%	20%
Below 97.9%	30%

Agenda Item #11.2

“RMS Unavailability” is defined as the percentage of minutes per month in which the RMS is completely and generally unavailable for Subscriber’s use (but not the use of any one Authorized User), provided that RMS Unavailability does not include any unavailability attributable to: (a) RMS Scheduled Downtime for maintenance (whether by Mark43, by a vendor, or by Subscriber); (b) acts or omissions of Subscriber or any Subscriber user of the RMS; (c) server downtime related to connectivity issues resulting from third-party-managed VPN access to hosted server or Subscriber internal network problems; (d) defects or bugs in the Applications or Software caused by City, any Users, or any employee, agent or independent contractor of City; or (e) any other cause(s) beyond Mark43’s reasonable control, including but not limited to those caused by Third-Party Data services over which Mark43 has no control (e.g. Department of Motor Vehicles license plate database or Subscriber’s internet service provider), Third-Party Components or caused by a force majeure. Subscriber will be responsible for immediately notifying Mark43 of all third-party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise.

“Credit Percentage” means the applicable percentage of the portion of the Fees attributable to Services in the calendar month in which the RMS Unavailability occurs. For example, if Subscriber has paid Mark43 \$1,000 for one year of a Regular Usage Period, and the RMS Availability falls to 99.5% during any calendar month in that year, then Mark43 will owe Subscriber a 10% credit on that month’s portion of the Fee, or: $\$1,000/12 = \83.33 per month, and 10% of $\$83.33 = \8.33 . In this example, Mark43 would owe Subscriber \$8.33 in credit for the month in which RMS Availability fell to 99.5%.

In order to receive this credit, Subscriber must notify Mark43 in writing within fifteen (15) days following the end of the month the RMS Unavailability occurred. All claims are subject to review and verification by Mark43 prior to any credits being granted. Mark43 will acknowledge credit requests within fifteen (15) business days of receipt and will inform Subscriber whether such claim request is approved or denied. Approved credits will appear on the Subscriber’s next invoice.—The issuance of RMS Service Credit by Mark43 hereunder is City’s sole and exclusive remedy for any failure by Mark43 to satisfy the service levels set forth in this Section 18.c.

d. Service Levels for the Computer Aided Dispatch Application (CAD)

- i. **CAD Availability.** During any calendar month of a Regular Usage Period, CAD shall be operational no less than 99.95% of the time on a 24x7 basis, excluding scheduled maintenance of CAD or Mobile (“CAD Scheduled Downtime”); provided, however, that Mark43 shall not be responsible for downtime under this section caused by Third-Party Data services over which Mark43 has no control, or Third-Party Components, and such third-party downtime will not count against the service levels promised herein; provided, further, that Mark43 shall be responsible for any downtime caused by Integrated Third Party Software (as defined below) solely to the extent specified in Section 18.e below. Any CAD Scheduled Downtime shall be scheduled on minimal traffic days whenever possible. The parties agree that the total amount of CAD Scheduled Downtime shall not exceed 60 minutes during any 30-day period. Mark43 shall provide Subscriber with immediate telephone notification to the point of contact set forth in the Contract as soon as it becomes aware of any actual or potential unavailability of CAD or Mobile other than CAD Scheduled Downtime (“CAD Unscheduled Downtime”), as well as continual periodic updates during the CAD

Agenda Item #11.2

Unscheduled Downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the CAD shall be available.

- ii. **Error Response and Resolution.** When reporting a failure of the CAD or Mobile to Mark43 (a "CAD Error"), Subscriber shall identify the CAD Error as a Severity Level 1, 2, or 3 (each defined below) based on Subscriber's initial evaluation. If Mark43 becomes aware of a Severity Level 1 or 2 CAD Error, Mark43 shall promptly, but in no event to exceed the Initial Response timeframe in the chart set forth below, notify Subscriber, and such notice shall identify the CAD Error as a Severity Level 1 or 2 CAD Error based on Mark43's initial evaluation. Mark43 and Subscriber shall cooperate in good faith to jointly determine whether a CAD Error is a Severity Level 1, 2, or 3 CAD Error; *provided, however, that in the event that Mark43 and Subscriber cannot come to such joint determination despite such good faith cooperation, Mark43's determination shall control.* Subscriber may report to Mark43 any Severity Level 1 or 2 CAD Error 24 hours per day, 7 days per week, and any Severity Level 3 CAD Error during Mark43's normal business hours. Upon notification by Subscriber of a CAD Error, Mark43 shall commence and diligently pursue correction of such CAD Error, at all times employing at least the level of effort ("Level of Effort") designated in the chart set forth below and in all instances providing an Initial Response, temporary resolution or fix (a "Work Around") and a permanent fix (a "Permanent Correction") to Subscriber within the timeframes in the chart set forth below, as measured from the earlier of the time that Subscriber notifies Mark43 or Mark43 first becomes aware of a CAD Error. Mark43 shall provide Subscriber with updates to the status of Mark43's efforts (the "Status Updates") by telephone, email or such other means as may be reasonably designated by Subscriber from time to time, no less frequently than the timeframes identified in the chart set forth below. For the avoidance of doubt, a CAD Error does not include, and Mark43 will not be responsible for, any feature or functionality of the CAD that is not set forth in the Statement of Work.
 1. "**Severity Level 1 CAD Error**" means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, renders the CAD or any material portion thereof inoperative, or materially impairs use of the CAD in a production environment. Examples of Severity Level 1 CAD Errors include, without limitation, situations in which the CAD are inoperable and causing dispatchers to experience a total loss of service, continuous or frequent instabilities, a loss of connectivity or inability to communicate as intended, or there is an inability to process transactions, the creation of a hazard or emergency, or the inability to use a primary feature or function of the CAD.
 2. "**Severity Level 2 CAD Error**" means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, substantially impairs use of one or more features or functions of the CAD, which constitute less than a material portion thereof, in a production environment, or any CAD Error occurring in a testing or other non-production environment that, if occurring in a production environment, would constitute a Severity Level 1 CAD Error. Examples of Severity Level 2 CAD Errors include, without limitation, situations in which a CAD Error is causing intermittent impact to dispatchers, loss of redundancy, loss of routine administrative or diagnostic capability, or inability to use a secondary feature or function of the CAD.
 3. "**Severity Level 3 CAD Error**" means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, has a

Agenda Item #11.2

minimal impact on the performance or operation of the CAD. Examples of Severity Level 3 CAD Errors include, without limitation, a CAD Error having only a minimal impact on dispatchers and CAD Errors seen in a test or other non-production environment that, if deployed in a production environment, would not constitute a Severity Level 1 CAD Error.

Severity Level	Level of Effort	Initial Response	Work Around	Permanent Correction	Status Updates
1	Continuous best efforts, 24 hours per day, 7 days per week	Immediate, but in no event to exceed 30 minutes	6 hours	3 calendar days	Every 3 hours prior to a Work Around and every calendar day thereafter
2	Commercially reasonable efforts, 24 hours per day, 7 days per week	1 hour	24 hours	5 calendar days	Every 6 hours prior to a Work Around and every calendar day thereafter
3	Commercially reasonable efforts, during normal business hours	1 Business Day	10 Business Days	20 Business Days	Every 2 Business Days prior to a Work Around and every 5 Business Days thereafter

iii. **CAD Service Credits.** Mark43's failure to meet the CAD services levels set forth in **Section 18.d** during any calendar month of a Regular Usage Period entitles Subscriber to Fee credits (the "CAD Service Credit(s)") calculated as set forth below. Any CAD Service Credits owed to Subscriber hereunder shall offset against any subsequent Fees owed by Subscriber and shall be Subscriber's sole and exclusive remedy for any failure by Mark43 to satisfy the service levels set forth in this **Section 18.d**. If Mark43 fails to meet the CAD service levels set forth in this **Section 18.d** in any applicable calendar month during the Regular Usage Period, then Mark43 shall credit Subscriber five percent (5%) of the portion of the Fees attributable to CAD Services in the calendar month in which such CAD service level failure occurs. The applicable CAD Service Credits will be applied to the next invoice. Only one CAD Service Credit for failure to meet the applicable service level shall be granted for each Service in a calendar month of the Regular Usage Period.

e. **Service Levels for Integrated Third Party Software.** Notwithstanding anything else to the contrary contained herein, Mark43 shall be responsible for any downtime of CAD, RMS or Integrated Third Party Software (as defined below) that is caused by Integrated Third Party Software solely to the extent specified in this **Section 18.e**. Credit Percentages and Service Credits referenced elsewhere in this Contract shall not apply to downtime caused by Integrated Third Party Software or the integrations or connections to Integrated Third Party Software.

- i. **Availability of Third Party Applications.** The Statement of Work will outline specific Third Party Application integrations (the "Integrated Third Party Software") to be performed by Mark43 during the Professional Services Period, and the City's and Contractor's respective rights regarding acceptance of those Services. During the Regular Usage Period, the Integrated Third Party Software shall be operational no less than 99.9% of the time on a 24x7 basis, excluding any scheduled maintenance of the Integrated Third Party Software (whether scheduled by Mark43 or by the Third Party Provider, the "**Integration Scheduled Downtime**"); provided, however, that Mark43 shall not be responsible for downtime caused by upgrades or updates to Integrated Third Party Software of which Mark43 does not receive the requisite advance notice, and such downtime will not count against the service levels promised herein. Mark43 agrees that it shall schedule any Integration Scheduled Downtime on minimal traffic days whenever possible. The Parties further agree that Mark43 shall not schedule in excess of 90 minutes of Integration Scheduled Downtime in during any 30-day period. Mark43 shall provide Subscriber with immediate telephone notification to the point of contact set forth in the Contract as soon as it becomes aware of any actual or potential unavailability of an Integration other than Integration Scheduled Downtime ("**Integration Unscheduled Downtime**"), as well as continual periodic updates during the Integration Unscheduled Downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the Integration shall be available.
- ii. **Responsibilities for Planned Updates.** The City shall provide Mark43 with prompt notice, and in no case fewer than forty-five (45) days' advance notice, of any update by the third-party provider of Integrated Third Party Software. Mark43 shall undertake commercially reasonable efforts to patch, repair or update the Software in order to integrate it with the updated Integrated Third Party Software.
- iii. **Responsibilities for Planned Upgrades.** The City shall provide Mark43 with prompt notice, and in no case fewer than ninety (90) days' advance notice, of any planned upgrade by the third-party provider of Integrated Third Party Software. Mark43 shall evaluate the time and resources required to patch, repair or update the Software in order to integrate it with the upgraded Integrated Third Party Software. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price) on which Mark43 would develop a patch, repair, update or Upgrade to integrate the Software with the Integrated Third Party Software.
- iv. **Error Response and Resolution.** When reporting a failure of the Integrated Third Party Software or caused by the Integrated Third Party Software (each, an "**Integration Error**") to Mark43, Subscriber shall identify the Integration Error as a Severity Level 1, 2, or 3 (each defined below) based on Subscriber's initial evaluation. If Mark43 becomes aware of a Severity Level 1 or 2 Integration Error, Mark43 shall promptly, but in no event to exceed the Initial Response timeframe in the chart set forth below, notify Subscriber, and such notice shall identify the Integration Error as a Severity Level 1 or 2 Integration Error based on Mark43's initial evaluation. Mark43 and Subscriber shall cooperate in good faith to jointly determine whether an Integration Error is a Severity Level 1, 2, or 3 Integration Error; *provided, however,* that in the event that Mark43 and Subscriber cannot come to such joint determination despite such good faith cooperation, Mark43's determination shall control. Subscriber may report to Mark43 any Severity Level 1 or 2 Integration Error 24 hours per day, 7 days per week, and any Severity Level 3 Integration Error during Mark43's normal business hours. Upon notification by Subscriber of an Integration Error, Mark43 shall commence and diligently pursue correction of such Integration Error, at all times employing at least the level of effort

Agenda Item #11.2

(“Level of Effort”) designated in the chart set forth below and in all instances providing an Initial Response, temporary resolution or fix (a “Work Around”) and a permanent fix (a “Permanent Correction”) to Subscriber within the timeframes in the chart set forth below, as measured from the earlier of the time that Subscriber notifies Mark43 or Mark43 first becomes aware of a Integration Error. Mark43 shall provide Subscriber with updates to the status of Mark43’s efforts (the “Status Updates”) by telephone, email or such other means as may be reasonably designated by Subscriber from time to time, no less frequently than the timeframes identified in the chart set forth below. For the avoidance of doubt, an Integration Error does not include, and Mark43 will not be responsible for, any feature or functionality of the Integrated Third Party Software that is not set forth in the Statement of Work.

- i. **“Severity Level 1 Integration Error”** means any Integration Error that, for fifty percent (50%) or more of Subscriber’s active Users, renders the CAD or RMS or any material portion thereof inoperative, or materially impairs use of the CAD or RMS in a production environment or is specified as a Severity Level 1 Integration Error in the Integration Control Document. Examples of Severity Level 1 Integration Errors include, without limitation, situations in which the Integrated Third Party Software block a critical workflow or the inability to use a primary feature or function of the CAD or RMS.
- ii. **“Severity Level 2 Integration Error”** means any Integration Error that, for fifty percent (50%) or more of Subscriber’s active Users, substantially impairs use of one or more features or functions of the CAD or RMS, which constitute less than a material portion thereof, in a production environment, or any Integration Error occurring in a testing or other non-production environment that, if occurring in a production environment, would constitute a Severity Level 1 Integration Error, or that is specified as a Severity Level 2 Integration Error in the Integration Control Document. Examples of Severity Level 2 Integration Errors include, without limitation, situations in which an Integration Error is causing a major workflow disruption, loss of routine administrative or diagnostic capability, or inability to use a secondary feature or function of the CAD or RMS.
- iii. **“Severity Level 3 Integration Error”** means any Integration Error that, for fifty percent (50%) or more of Subscriber’s active Users, has a minimal impact on the performance or operation of the CAD or RMS or that is specified as a Severity Level 3 Integration Error in the Integration Control Document. Examples of Severity Level 3 Integration Errors include, without limitation, an Integration Error having only a minimal impact on dispatchers or workflow and Integration Errors seen in a test or other non-production environment that, if deployed in a production environment, would not constitute a Severity Level 1 Integration Error.

Agenda Item #11.2

Severity Level	Level of Effort	Initial Response	Work Around	Permanent Correction	Status Updates
1	Continuous best efforts, 24 hours per day, 7 days per week	Immediate, but in no event to exceed 30 minutes	6 hours	3 calendar days	Every 3 hours prior to a Work Around and every calendar day thereafter
2	Commercially reasonable efforts, 24 hours per day, 7 days per week	1 hour	24 hours	5 calendar days	Every 6 hours prior to a Work Around and every calendar day thereafter
3	Commercially reasonable efforts, during normal business hours	1 Business Day	10 Business Days	20 Business Days	Every 2 Business Days prior to a Work Around and every 5 Business Days thereafter

- f. **Access to City Facilities.** Contractor agrees that Contractor's physical or remote access to the City facilities shall be subject to the security interests and controls necessary to protect public property.

20. SOFTWARE LICENSE PROVISIONS

The following provisions shall apply to all Software, including Updates, Upgrades, software Enhancements, Configurations, Customizations, or software preloaded into Equipment. Should any ambiguities or conflicts arise between this Section and the balance of the Contract, this Section shall prevail.

- a. **License.** During the Term, Contractor hereby grants a non-exclusive, non-transferable, non-sublicensable license to City and its Users to access and use the SaaS Services through the Website for City's internal purposes and in accordance with the terms and conditions of this Contract. Contractor will be responsible for hosting the Website, and Subscriber and Users will be responsible for obtaining internet connections and other Third Party Software and services necessary for it to access the Website. City will be responsible to Contractor for compliance with the restrictions on use and other terms and conditions of this Contract by any of its Users.
- b. **Copies.** The City may reproduce the Documentation, and any web-based or computer-based training materials, if applicable, provided that each copy thereby produced shall be marked with Contractor's proprietary markings as delivered to the City. City may use the Documentation solely in connection with the use of the SaaS Services.
- c. **Title.** As between Contractor and City, Contractor retains title to and ownership of the SaaS Service, Software, Source Code, Services, Products and Documentation, including all Intellectual Property Rights relating thereto (collectively, "Contractor Intellectual Property"). Contractor's licensors retain title to and ownership of the Third-Party Data and the Third-Party Components, including all copyrights and other Intellectual Property Rights relating thereto. "Intellectual Property Rights" means all intellectual property rights,

whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor; (iv) all rights throughout the world to proprietary know-how and trade secrets; and (v) all other rights covering intellectual property recognized in any jurisdiction. City will have no rights with respect to the Contractor Intellectual Property, the Third-Party Data and the Third-Party Components other than those expressly granted under this Contract.

- d. **City Data.** As between Mark43 and City, City owns and shall retain all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the City Data. City shall have the sole responsibility for the accuracy, quality, and legality of the City Data, including obtaining all rights and consents necessary to share the City Data with Mark43 as set forth in this Contract. Notwithstanding anything to the contrary contained herein, including without limitation, Section 5.2.2, City hereby grants to Mark43 license to use the City Data to: (i) provide the SaaS Services to Subscriber; (ii) analyze the City Data in anonymized, aggregate form ("Anonymized Data") in order to operate, maintain, manage, and improve the SaaS Services; (iii) create new products and services; and (iv) for Mark43's internal purposes to improve the Applications, Software, and related services.
- e. **Professional Services.** Mark43 offers Professional Services in connection with the SaaS Services as further described in the Statement of Work. To the extent any Professional Services involve the development of any Customization to the SaaS Services, all Intellectual Property Rights to such Customization will be solely owned by Mark43 and will be deemed to be included in the definition of SaaS Services and licensed to Subscriber on the terms set forth herein.
- f. **Restrictions on Use.** City and its Users will not (and will not permit any third party to): (i) share City's or any User's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the Source Code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services, Software, Services or Products or of any files contained in or generated by the SaaS Services, Software, Services or Products or Products; (iii) copy, modify, adapt or translate the SaaS Services, Software, Services or Products, or otherwise make any use, resell, distribute or sublicense the Software, Services, Third-Party Data, or Products other than in connection with this Contract; (iv) make the SaaS Services, Software, Services or Products available on a "service bureau" basis or allow any third parties to use the Software, Services or Products; (v) disclose the SaaS Services, Software, Services or Products or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services, Software, Services, Third-Party Data, or Products; or (vii) use the SaaS Services, Software, Services, Third-Party Data, or Products in violation of any applicable law.
- g. **Third Party Applications.** If City installs or enables a Third Party Application for use with the SaaS Services, Software, Services or Products, City grants Contractor permission to access City Data stored on that Third Party Application as required for the interoperation of that Third Party Application with the SaaS Services, Software, Services or Products. In no event will Contractor be responsible for any Third Party Application, or for any failure of a Third Party Application to properly interoperate with the Software, Services or Products. If Contractor receives information that a Third Party Application may violate any applicable laws or third-party rights, City will, promptly upon receiving notice of the foregoing from Contractor, disable any connection between such Third Party

Application and the Software, Services or Products to resolve the potential violation (and if City fails to promptly disable such connection, Contractor shall have the right to do so).

h. Third Party Components.

- a. Usage of Third-Party Components.** If any of the licensors of the Third-Party Components require Mark43 to flow down any terms and conditions to Subscriber ("Additional Terms"), City's use of such Third-Party Components, as incorporated into the SaaS Service, shall be subject to such Additional Terms, which Mark43 shall provide to City in writing. In the event of any inconsistency or conflict between the Additional Terms and the terms of this Agreement, such Additional Terms shall govern with respect to City's use of the applicable Third-Party Component.
- b. DISCLAIMER REGARDING THIRD-PARTY COMPONENTS.** MARK43, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD-PARTY COMPONENTS, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD-PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.
- i. Third-Party Data.** City shall access and use the Third-Party Data in accordance with the terms and conditions of the agreement between the City and the provider of such Third-Party Data. MARK43, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD-PARTY DATA, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD-PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

j. Security.

- a.** Each Party shall promptly notify the other Party of any security breach that compromises the City's systems and/or data. Both Parties agree to cooperate in any investigation of such a security breach.
- b.** Criminal Justice Information ("CJI"), whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access and ensure compliance with the most recent version of the FBI's CJIS Security Policy. At a minimum, Contractor must encrypt and/or password protect electronic files containing CJI, whether saved to laptop computers, computerized devices or removable storage devices.
- c.** When CJI, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.
- d.** Contractor shall promptly notify City of any unauthorized access or unauthorized disclosure or use by a third party of the CJI collected or obtained by the Contractor under this Contract (each, a "Contractor Security Breach"). Contractor shall provide such notice following discovery and without unreasonable delay. Contractor agrees to reimburse the City for reasonable out-of-pocket expenses incurred by the City to (i) investigate the Contractor Security Breach and, where applicable (ii) notify individuals who may be impacted by the Contractor Security Breach. For the avoidance of doubt, a Contractor Security Breach does not include any breach caused by the acts, errors or omissions of the City or its personnel (including, without limitation, weak

Agenda Item #11.2

or compromised passwords, phishing of user passwords, lost or stolen City or officer-owned hardware, etc.)

- e. Contractor agrees that the requirements of this Paragraph shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Paragraph shall be deemed to cause irreparable harm justifying injunctive relief in court.

21. DISPUTE RESOLUTION

Contractor and City shall cooperate to assure that all claims and controversies which arise during Contractor's performance of services under this Contract and which might affect the quality of such services will be resolved as expeditiously as possible in accordance with the following resolution procedure:

- a. Any dispute between the City and Contractor arising prior to completion of Contractor's services shall be resolved, if possible by the Contract Representative or their designee on behalf of the City and on behalf of Contractor.
- b. If the Contract Representative or the Contract Representative's Designee and Contractor are unable to resolve any dispute within three (3) business days after notice of such dispute is given by either Party to the other, the matter shall be submitted to the Assistant Police Chief and the Contractor's President for resolution, if possible.
- c. If the Parties fail to resolve a dispute, the City reserves the right to litigate the dispute in court in Los Angeles County, California and in accordance with California law.

22. DISCLOSURE OF LITIGATION OR FINANCIAL CONDITION

Contractor warrants and represents that, at the time of entry into this Contract, there are no suits, actions, other proceedings, or threatened litigation in any judicial or quasi-judicial forum that, in the Contractor's opinion, are likely to adversely affect Contractor's ability to fulfill its obligations under this Contract. Contractor further warrants that it will immediately notify the City if, during the term of this Contract or any extension of this Contract, Contractor becomes aware of any lawsuits, actions or proceedings that involve Contractor or any of Contractor's subcontractors and that, in the Contractor's opinion, are likely to adversely affect Contractor's ability to fulfill its obligations under this Contract.

23. NO THIRD PARTY BENEFIT

This Contract is entered into for the benefit of the City and Contractor. Except as set forth herein, nothing in this Contract shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Contract to maintain a suit for breach of Contract, personal injuries, property damage, or any other relief in law or equity in connection with this Contract.

24. TRANSITION ASSISTANCE

Upon termination of the Agreement for any reason, and subject to all Fees due being paid in full, Mark43 will create searchable PDFs of each record (each, a "Record") and provide them to the Subscriber for download. Mark43 will also provide an Excel export in a form to be agreed by the Parties. Mark43 will consider other formats in which to create the Records, but the final format of all Records will be determined in Mark43's sole discretion. Records can also be uploaded to Subscriber's new records management system by the Subscriber or its new vendor.

1) Preparation

- i. The Subscriber will provide the desired cutoff date of the SaaS Services (the "Cutoff Date"), at which time all existing user accounts will be terminated.
- ii. Mark43 will provide one (1) account for the Subscriber to access a web-based storage platform to retrieve Subscriber documents and Records (the "Transition

Agenda Item #11.2

Account"). The Transition Account will be available to Subscriber for thirty (30) days prior to the Cutoff Date.

- 2) Content
 - i. Each Report in the system will be recreated as a searchable PDF (or other mutually agreed to format as described above) using the standard system format then in use.
 - ii. All archive files will be accessible via the internet on the Cutoff Date.
- 3) Support
 - i. Mark43 will maintain City Data in the system for up to one (1) year following the Cutoff Date.
 - ii. Mark43 will maintain Subscriber PDF archives for up to two (2) years following the Cutoff Date.
 - iii. Mark43 will resolve any issues it deems to be the result of errors in the platform or export process for a period of six (6) months after the Cutoff Date.
- 4) Transition Assistance is included in the Fees charged to Subscriber for the Services. Fees are due and payable up to the Cutoff Date.

25. SURVIVAL

All obligations relating to confidentiality (Section 5.2); indemnification (Sections 8.2, 8.3); proprietary and ownership rights (Section 20); limitation of liability (Section 8.4); obligations to make payments of amounts that become due under this Contract prior to Termination or expiration (Sections 2.5, 2.6); contract interpretation (Section 4); publicity; representations and warranties; and any other terms that expressly or by their nature should survive, shall survive the Termination or expiration of this Contract and shall, to the extent applicable, remain binding and in full force and effect for the purposes of the ongoing business relationship by and between Contractor and the City. Nothing in this Contract shall alter, modify, or supersede the content and survival of such provisions, except as otherwise expressly agreed to in writing by the Parties and with the prior written approval of the City Attorney.

26. NO WAIVER

The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.

27. HEADINGS

The titles and headings contained in this Contract are for reference purposes only and shall not in any manner limit the construction or interpretation of this Contract.

28. COUNTERPARTS

This Contract may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.

Agenda Item #11.2

29. CUMULATIVE REMEDIES

All remedies for breach of this Contract are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

30. ENTIRE AGREEMENT

This Contract, along with the Statement of Work, Attachments and Exhibits referenced herein, supersedes all previous understandings, agreements and representations between the parties, written or oral and constitutes the entire agreement and understanding between the parties with respect to the subject matter thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Contract, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.

31. NOTICES

Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Contract or by applicable law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon receipt by the party to which notice is given:

Contractor Contact: Dave Jochim 28 E. 28 th St., 12 th Floor New York, NY 10016 TEL: (646) 770 – 0412 E-MAIL: Dave@mark43.com	City of Hawthorne Contact: Captain Mike Ishii 12501 Hawthorne Blvd Hawthorne, CA 90250 TEL: (310) 349 – 2803 E-MAIL: Mishii@cityofhawthorne.org
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Agenda Item #11.2

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year written alongside their signature line below.

CONTRACTOR:

Executed as of:
February 14, 2017

Mark43

By: 
Name: Scott E Crouch
Title: Chief Executive Officer

Executed as of:
February 14, 2017

CITY:

CITY OF HAWTHORNE, CALIFORNIA

By: 
Arnold Shadbehr,
City Manager

Agenda Item #11.2

SCHEDULE 1

KEY PERSONNEL FROM MARK43

Mark43 Project Manager: Domenico Pellegrini

Client Solutions Associate: Colleen McCanna

KEY PERSONNEL FROM CITY OF HAWTHORNE

Project Manager: Josh Armstrong

Mark43/South Bay Public Safety Consortium Police and Fire CAD/RMS Implementation

Exhibit A: Statement of Work

Table of Contents

Initial System Level Project Tasks.....	7
1. Project Kick-Off Meeting.....	7
2. Project Schedule Review.....	8
3. System Hardware Ordering.....	9
4. System Delivery and Installation.....	10
RMS Implementation Tasks.....	12
5. RMS Department Assessment.....	12
6. RMS Interface Control Documentation (ICD) Submittal.....	13
7. RMS Data Conversion Study.....	14
8. RMS Configuration.....	15
9. RMS Admin Training.....	16
10. RMS Interface Development.....	18
11. RMS Integration And Testing.....	19
12. RMS Functional Testing.....	20
13. RMS Policy/General Orders Review.....	21
14. RMS Product Documentation.....	22
15. RMS Superuser Training.....	23
16. RMS Cutover Plan.....	24
17. RMS Cutover Readiness Review.....	25
18. RMS Cutover.....	26
19. Project Closure.....	27
CAD Implementation Tasks.....	29
Planning and Initiating Phase Tasks.....	30
20. CAD Department Assessment.....	30
21. CAD Receive & Process Map Data for Initial Map Build.....	31
22. Map Validation Workshop.....	32
23. CAD Interface Control Documentation (ICD) Review and Submittal.....	34
24. Checkpoint.....	35
25. CAD Data Conversion Study.....	36
System Development and Demonstration Phase.....	38
26. Communications Application Configuration.....	38
27. CAD First Responder App Configuration.....	40
28. Checkpoint.....	41
29. CAD Functionality Review.....	42
30. First Responder App Functionality Review.....	43
System Integration and Test Phase.....	45
31. CAD Integration Testing.....	45
32. User Demonstration.....	46
33. CAD Integration and Testing.....	47
34. CAD Functional Testing.....	48
35. First Responder App Functional Testing.....	49
Deployment Phase.....	51
36. CAD Policy/General Orders Review.....	51
37. COMS Configuration.....	52

Agenda Item #11.2

38. Final Map Roll.....	52
39. CAD Map Maintenance.....	52
40. CAD/Mobile (First Responder) Superuser Training.....	52
41. Product Documentation.....	53
42. CAD/Mobile Cutover Plan.....	54
43. CAD/Mobile Readiness Review.....	55
44. CAD/Mobile Cutover.....	56
45. CAD/MOBILE 30-Day Performance and Reliability Test.....	57

Statement of Work Introduction

This statement of work ("SOW" or "Statement of Work"), which is attached to the Agreement as Exhibit A, sets forth each party's responsibilities and obligations to implement the System, comprised of:

- Police and Fire Computer Aided Dispatch (CAD)
- Police and Fire CAD First Responder App
- Law Enforcement Records Management (RMS)
- Interfaces
- Services

The software provided by Mark43 for this System will be the latest certified version available at the time of initial software installation.

The City is responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with the interfaces (including paying any Third Party Provider costs).

The SOW herein guides the primary activities and responsibilities for implementation of the System. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party and identifies the criteria by which a task will be considered complete. The SOW herein is tailored to accommodate the Customer's specific requirements. Mark43 will implement the RMS and CAD systems subsequently, each following a separate set of tasks as detailed in this SOW and the Project Schedule.

The SOW includes the following Attachments:

- Attachment A – Initial Project Schedule
- Attachment B – Reserved
- Attachment C – Interface Descriptions
- Attachment D – Training Curriculum (to be developed by Mark43 and the consortium during implementation)
- Attachment E – Public Safety System Specifications
- Attachment F – Acceptance Test Plan (to be finalized by Mark43 and the consortium during implementation)

Project Team Structure

Mark43's project implementation team will consist of the following personnel:

- Project Executive Sponsor
- Client Solutions Manager
- Client Solutions Associate(s)
- CAD Product Manager
- CAD Associate Product Manager
- RMS Product Manager

Agenda Item #11.2

- RMS Associate Product Manager
- Technical Services Deployment Engineer(s)
- Support Team Representative(s)

The Customer's Core Project Teams consist of designated agency personnel with the various skill sets, knowledge and backgrounds required to implement the new systems. The following list identifies the recommended Core Project Team roles and corresponding responsibilities:

- **Project Manager(s)** – responsible for the day-to-day coordination of project activities with the Customer Core Team and with the Mark43 Client Solutions Manager
- **Departmental Sponsors** – responsible for making decisions on recommended business process changes and other related items
- **System Administrator Personnel** – responsible for all system administration and configuration responsibilities related to the new system and all system interfaces
- **GIS Administrator** – responsible for providing Mark43 Client Solutions Manager with mapping updates during the course of the project and for installing map updates after system implementation
- **Superusers (Training Personnel)** – responsible for training other consortium personnel; leaders and influences spread throughout ranks and various user groups within each Police/Fire department
- **Subject Matter Experts (i.e. Dispatch supervisor, Records supervisor)** – responsible for representing end-users' needs

Project Management Guidelines

Project management occurs throughout the project and is a component of every task. Overall project management activities for both Mark43 and the Customer are listed here for reference.

Mark43's Project Management responsibilities include the following:

- Maintaining project communications with the Customer's Project Manager(s)
- Managing the efforts of the Mark43 staff and coordinating Mark43's activities with the Customer's Project Manager(s)
- Managing the efforts of subcontractors (if any) used by Mark43 in the performance of the project
- Conducting monthly on-site status meetings with the Customer's Project Manager(s)
- Conducting weekly project review meetings with the Customer's Project Manager(s) via telephone conference calls
- Responding to issues raised by the Customer's Project Managers within ten (10) calendar days
- Maintaining a list of project risks
- Preparing and submitting monthly status report which include: the accomplishments of the previous month, planned activities, and any updates to the project schedule
- Preparing and submitting project Change Orders to the Customer's Project Manager(s), as necessary
- Ensuring Mark43 personnel have ample time, resources, and expertise to carry out their respective tasks and responsibilities

Customer Project Manager Responsibilities include the following:

- Maintaining project communications with the Mark43 Client Solutions Manager
- Managing the efforts of Customer staff and coordinating Customer activities with the Mark43 Client Solutions Manager

Agenda Item #11.2

- Ensuring that Customer personnel have ample time, resources, and expertise to carry out their respective tasks and responsibilities
- Participating in the status meetings with the Mark43 Client Solutions Manager on a monthly basis, or as may otherwise be reasonably required, to discuss project status
- Participating in the weekly project review meetings with the Mark43 Client Solutions Manager via telephone conference calls
- Providing responses to issues raised by the Mark43 Client Solutions Manager within ten (10) calendar days
- Ensuring that acceptable Change Orders are approved by authorized signature(s)
- Ensuring Mark43 personnel has access to server and network equipment and work areas on a 24x7 basis, with pre-authorization for off-hours (subject to background provisions in the Agreement)
- Providing workspace for Mark43 personnel, as reasonably requested

Statement of Work Task Format

Each task identified in the SOW includes the following: Task Description, Mark43/Customer Participants, Prerequisites, Deliverables, Mark43/Customer Responsibilities and Completion Criteria. The tasks defined in the SOW may not be listed chronologically, and the actual project implementation tasks and timelines will follow the mutually agreed to Project Schedule, unless otherwise noted.

Initial System Level Project Tasks

The following four (4) tasks occur at the system level and include the CAD and RMS Project Teams.

1. Project Kick-Off Meeting

The objective of this task is to ensure that all project assumptions are valid and all requirements understood prior to beginning any significant work. A meeting for project kick-off will be held on site after the SOW has been executed. During this meeting, the following topics will be covered:

- Logistics:
 - Facilities tour(s), conducted by the Customer Project Manager(s)
 - Facilities access and security requirements (during and after normal business hours)
 - Work space requirements for Mark43 personnel while on site
- Project Organization, Roles, and Responsibilities
 - Project team members and contact information
 - Communication plan
 - Project overview (a high level review of the SOW and its Attachments, and the Master Agreement and its Exhibits)
 - High level review of product and project deliverables
- Known project risks

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- CAD Product Team Representative(s)
- RMS Product Team Representative(s)
- Technical Services Team Representative(s)

Customer Team Participation:

- CAD Core Team
- RMS Core Team
- Project Manager
- IT Administrator(s)

Prerequisites:

- Agreement signed
- Statement of Work distributed to relevant Project Team members

Agenda Item #11.2

Deliverables:

- Mark43 on-site and remote services
- Project kick-off meeting notes

Mark43 Responsibilities:

- Review the project organization, roles, and responsibilities with the Customer
- Conduct the Project Overview including a review of the SOW to answer any outstanding questions and verify all aspects of the Project approach, per the topics listed above
- Map discussion
- Work with the Customer to identify and document any potential project risks
- Provide meeting minutes, documented risks, and action items outlining anything that may affect project schedule, resources, and/or SOW
- Inform Customer of VPN requirements for project implementation and continued system maintenance
- Ensure technical accuracy of the Interface Descriptions in Attachment C

Customer Responsibilities:

- Review the SOW and work with Mark43 to verify the project approach
- Provide location and logistical support for project planning meeting
- Provide a complete list of stakeholders, to include Subject Matter Experts and any other resources as recommended by the Customer and the Mark43 Client Solutions Manager
- Provide Mark43 with VPN access to the Customer as appropriate for this project and continued software maintenance
- Designate and prepare workspace for Mark43 and Subcontractor personnel

Completion Criteria:

This task is considered complete after the on-site Project Kick-off meeting with Mark43 representatives in attendance; and upon delivery of the meeting minutes to the Customer and a mutually agreeable draft schedule has been prepared for the completion of Tasks 2-4.

2. Project Schedule Review

The initial Project Schedule is Attachment A to this SOW. The Project Schedule identifies all tasks to be completed by Mark43 and the Customer during the lifecycle of the project, the responsible party for each task and the project milestones.

During this task, the Mark43 and Customer Project Managers, as well as the Customer Department Project Sponsors, and other Customer and/or Mark43 personnel who can assist in scheduling decisions, will meet to review the schedule. Mark43 and the Customer will verify the availability of resources to complete scheduled tasks and adjust the schedule by mutual agreement to accommodate any known variations in availability. The Mark43 Client Solutions Manager will update the project schedule. Mark43 will deliver a final project schedule for Customer review within seven (7) calendar days of completing the Project Schedule Review meeting.

The Project Schedule will be updated monthly by Mark43, throughout the course of the Project. All changes to the schedule will be mutually agreeable. Any schedule changes that occur will be a part of the monthly Project Status Report provided by the Mark43 Project Manager.

Agenda Item #11.2

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)

Customer Team Participation:

- Department Project Sponsors
- Project Manager(s)

Prerequisites:

- Project Kickoff

Deliverables:

- Mark43 on-site services
- Completed Project Schedule

Mark43 Responsibilities:

- Present and discuss Project Schedule
- Update Project Schedule with Customer and make changes and/or corrections that are mutually agreed

Customer Responsibilities:

- Provide input to the Project Schedule
- Commit resources to be available when required per the Project Schedule
- Review and approve the final Project Schedule within seven (7) calendar days of submittal by Mark43

Completion Criteria:

This task is considered complete upon Customer approval of the Project Schedule resulting from the Project Schedule Review.

3. System Hardware Ordering

The objective of this task is to ensure the Customer's hardware and operating system server software seamlessly integrate with the CAD and RMS integration server(s) in accord the Public Safety System Specifications in Attachment E.

As part of this task, Mark43 will facilitate a discussion with the Customer regarding the Customer's hardware and network environment. The Customer will also need to order any hardware and system software for which it is responsible, and which is needed to establish the System's functionality.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- Technical Services Team Representative(s)

Agenda Item #11.2

Customer Team Participation:

- CAD Core Team
- RMS Core Team
- Project Manager(s)

Prerequisites:

- Project Planning Meeting

Deliverables:

- Final hardware and operating system server software purchase requisitions

Mark43 Responsibilities:

- Review Site Preparation Plan, System Software Specification, Pricing Detail and Deliverables Summary
- Review and validate the specific hardware and software requirements with the Customer

Customer Responsibilities:

- Review CAD-RMS System Software Specifications in light of operating system software and hardware purchases
- Confirm the Customer location for delivery of hardware and operating system server software
- Order System hardware and operating software that conforms with the requirements set forth in Attachment E for which the Customer is responsible

Completion Criteria:

This task is considered complete after Mark43 has delivered the required documents to the Customer and the Customer has ordered the System hardware and operating system server software.

4. System Delivery and Installation

The objectives of this task are for the Customer to install all System hardware and network components and for Mark43 to install CAD software to prepare for initial training and configuration tasks.

The Customer will confirm that the hardware is available and it is in accordance with, the Public Safety System Specifications in Attachment E, and the Deliverables shown in the Agreement.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- Technical Services Team Representative(s)

Customer Team Participation:

- Project Manager(s)
- System Administrator(s)

Agenda Item #11.2

Prerequisites:

- Completion of System Hardware Ordering Task by Customer
- Delivery of System hardware

Deliverables:

- Operating System installed and servers configured in accordance with CAD-RMS System Software Specifications

Mark43 Responsibilities:

- Install and set up application software on the interface software
- Review System Specifications, Pricing Detail and Deliverables Summary, and hardware purchase requisition with the Customer

Customer Responsibilities:

- Provide IP addresses and node names to Mark43
- Take ownership of hardware received
- Inventory hardware upon receipt
- Purchase and arrange delivery of the hardware and operating system server software for which the Customer is responsible
- Setup interface server hardware and install operating system (centOS) [Mark43 will install application software]

Completion Criteria:

This task is considered complete when: a) Mark43 has reviewed System Specifications, Pricing Detail and Deliverables Summary, the required documents with the Customer and; both the Customer and Mark43 have agreed upon the hardware and operating system server software that is to be ordered, the Customer has ordered the hardware and operating system software, and b) The Customers have setup interface server hardware and installed operating system (centOS) [Mark43 will install application software].

RMS Implementation Tasks

Throughout the SOW, unless otherwise excepted, the term "RMS" includes RMS, AFR and all other RMS related modules.

5. RMS Department Assessment

Mark43 will conduct onsite Department Assessment sessions early in the project lifecycle with each law enforcement agency involved in the project. The purpose of the Department Assessment sessions is to enable Mark43 to gain an understanding of the current report-writing and records management workflows in place within the Customer environments. Additionally, these sessions are designed to help Mark43 and the Customer begin to determine the most effective and efficient use of the proposed solution before it is implemented.

Following the conclusion of the Department Assessment sessions, Mark43 will develop an Implementation Plan document. This document will provide a summary of the Customer's RMS business processes, as discussed during the Department Assessment meetings, and provide a plan for the implementation of the Mark43 RMS system. The document will also list any decisions and issues identified during the session. Mark43 will provide the Implementation Plan to the Customer for review and incorporate any Customer feedback and comments into the final version.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- RMS Product Team Representative(s)
- Technical Services Team Representatives(s)

Customer Team Participation:

- RMS Core Team
- SMEs Included in portions of the meeting, as required
- Project Manager(s)

Prerequisites:

- Project Planning Meeting
- Project Kick-off Meeting

Deliverables:

- Mark43 on-site services
- Draft Implementation Plan
- Final Implementation Plan

Mark43 Responsibilities:

- Develop Department Assessment materials, including an agenda
- Conduct Department Assessments sessions
- Document Department Assessment session findings

Agenda Item #11.2

- Develop draft Implementation Plan
- Incorporate Customer comments and deliver final Implementation Plan Document

Customer Responsibilities:

- Coordinate Department Assessment sessions with Mark43
- Identify Department Assessment attendees and ensure they attend the session
- Provide meeting room(s) for Department Assessment sessions
- Review and approve the Implementation Plan for completeness and accuracy

Completion Criteria:

This task is considered complete when the Customer accepts the final Mark43 Implementation Plan incorporating Customer feedback and comments.

6. RMS Interface Control Documentation (ICD) Submittal

The goal of this task is to identify and obtain the specific information needed to configure the interfaces and develop an Interface Control Document (ICD) for each RMS interface. The Customer will, to the extent that it can, introduce Mark43 to third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which Mark43 products are to be interfaced. Mark43 is responsible for ensuring that the third party points of contact are the appropriate source of information needed to develop the ICDs and for mutually agreeing with third party vendors on the operational and technical interface requirements.

Mark43 will speak with the provided points of contact, research interface requirements and gather any available documentation that can clarify data schema, protocols, and query specifications Mark43 to develop and test the interfaces. Mark43 will finalize the ICDs and deliver the final documents to the Customer for approval of the functional content of the ICDs. Mark43 is responsible for ensuring the technical accuracy of the ICDs.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- Technical Services Team Representative(s)

Customer Team Participation:

- Project Manager(s)
- Subject Matter Experts

Prerequisites:

- Completion of Department Assessment Task
- Customer provide Mark43 with interface-related documentation

Deliverables:

- Interface Control Documentation

Agenda Item #11.2

Mark43 Responsibilities:

- Lead the interface requirements gathering process, tracking outstanding items requiring resolution
- Convene with Customer and third party points of contact to gather information required to develop ICDs
- Ensure that third party points of contacts are appropriate sources of information necessary to develop ICDs
- Mutually agree with the third party vendors on the functional and technical interface requirements
- Gather all commercially available interface data detailed schema, protocols, and query specifications, as needed
- Review ICDs with Customer and incorporate feedback
- Finalize Interface Control Documents for Customer review and approval of functional content

Customer Responsibilities:

- Provide points of contact who are knowledgeable of the workflow and data requirements for each Customer hardware and software component with which Mark43 deliverables will interface
- Provide or coordinate with persons who can provide Mark43 with schema, protocols, and query specifications for Customer hardware and software components with which Mark43 deliverables will interface
- Introduce Mark43 to a primary point of contact for third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which Mark43 products are to be interfaced.
- Respond to Mark43 questions and requests for information in a timely manner
- Review and approve the content of the final ICDs

Completion Criteria:

This task is considered complete when the Customer has reviewed and approved the content of the finalized ICDs.

7. RMS Data Conversion Study

Mark43 will analyze legacy RMS databases that are candidates for conversion into the new RMS and produce an initial mapping of legacy RMS data fields to the corresponding fields in the Mark43 RMS database tables.

Mark43 will conduct weekly phone calls (total number of sessions to be determined) to gather information about legacy RMS database(s) that are candidates for conversion into the new System. During this period, Mark43 will:

- Interview Customer subject matter experts
- View legacy data in the current system to see where it might fit in the Mark43 RMS database
- Examine documentation and sample data from the legacy system(s)

At the conclusion of the analysis, Mark43 will produce a Data Conversion Study document that contains:

- A high-level discussion outlining the conversion of legacy RMS data into Mark43's RMS
- Identification of functional areas of the legacy system that are considered good candidates for conversion and those areas that are not considered good candidates, along with reasons why the functional areas are classified as "good" or "not good" candidates for conversion
- The historical time frame of the data to be converted
- An assessment of the adequacy and availability of required data based on its location

Agenda Item #11.2

Once the Data Conversion Study is completed, the Mark43 and Customer Project Managers, along with the Data Conversion Team, will determine any further tasks regarding data conversion. If data conversion is desired, a Change Order detailing the data to be converted, effort and cost will be provided to the customer by Mark43.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- Technical Services Team Representative(s)

Customer Team Participation:

- Subject Matter Experts including Legacy System Administrator
- Project Manager(s)

Prerequisites:

- Completion of Project Planning Meeting
- Completion of Project Schedule Review

Deliverables:

- Mark43 remote services
- The RMS Data Conversion Study

Mark43 Responsibilities:

- Spend time remotely gathering information necessary to analyze legacy RMS data conversion options
- Produce the RMS Data Conversion Study
- Participate in any discussion regarding the desire for future data conversion

Customer Responsibilities:

- Supply a subset of data to the Mark43 Technical Services Team for use in the analysis and data mapping
- Ensure Subject Matter Experts who understand the structure and use of legacy RMS data are available to work with the Mark43 Technical Services Team for the duration of this task
- Provide additional data or scrubbed data based on feedback from the Mark43 Technical Services Team, if requested

Completion Criteria:

This task is considered complete upon the Customer's acceptance of the RMS Data Conversion Study.

8. RMS Configuration

Mark43 will setup and configure:

- Users
- Roles (user groups and associated permissions)

Agenda Item #11.2

- Offense codes
- Shapefiles

The Customer will then have access to the application and can begin informal parallel processing (Superuser acceptance testing).

Product installation will include only remote services. After the creation of the Customer tenant, Mark43 will access the RMS remotely for subsequent implementation tasks, including configuring components, setting up interfaces, conducting testing, and troubleshooting problems.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- Technical Services Team Representative(s)

Customer Team Participation:

- System Administrator
- Project Manager(s)

Prerequisites:

- VPN access is available
- Completion of RMS Hardware Delivery and Installation

Deliverables:

- Mark43 tenant

Mark43 Responsibilities:

- Create an AWS GovCloud tenant for Customer with configuration of users, roles, offense codes, shapefiles.

Customer Responsibilities:

- Provide IT support, as required
- Provide list of all offense codes, charge codes and incident type codes to be used in RMS
- Provide list of all users and corresponding roles/user groups (for permission setup)
- Provide shapefiles for each respective Customer's geographical jurisdictions

Completion Criteria:

This task is considered complete when the Customer verifies that the AWS GovCloud tenant has been created and is accessible for acceptance testing.

9. RMS Admin Training

Once Mark43 has created the AWS GovCloud tenant, it will conduct initial RMS Admin Training. The purpose of this training is to inform the RMS Core Team and System Administrators about the configuration tools they have within the system, as well as the configuration decisions they will need to make. Examples of decisions include:

Agenda Item #11.2

- What user roles (Permission Groups) are required?
- What are the permission requirements for each module?
- What workflow roles need to be defined?

The RMS Admin Training course will instruct the RMS Core Team and System Administrators how to use built-in configuration tools. This training will enable them to configure the system as needed after cutover. This will give the Customer the opportunity to confirm user accounts, security permission groups, code tables, and Workflows roles prior to system testing and end-user training.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)

Customer Team Participation:

- RMS Core Team
- System Administrator(s)
- Project Manager(s)

Deliverables:

- RMS Admin Training
- RMS Admin Manual

Prerequisites:

- AWS GovCloud tenant creation
- RMS Department Assessment

Mark43 Responsibilities:

- Conduct RMS Admin Training
- Provide documentation required to support the Customer in future configuration tasks

Customer Responsibilities:

- Provide a training facility, which includes one workstation per attendee; one instructor workstation; and a projector
- Ensure RMS Core Team members attend the System Overview

Completion Criteria:

This task is considered complete when Mark43 has: a) Completed the RMS System Overview Training session and provided the Customer with the System Administration Manual and; b) Has identified configurable options for the RMS application and; c) Has reviewed the expected schedule with the Customer for completion of each activity; and d) Has identified modifications that will be delivered in future releases.

Agenda Item #11.2

10. RMS Interface Development

During this task, Mark43 will develop the RMS interfaces identified in Attachment C per the approved ICDs. Once the interfaces have passed Mark43's internal testing, the interface software will be ready for on-site installation and testing.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- Technical Services Team Representative(s)

Customer Team Participation:

- RMS Core Team
- SMEs, as required
- Third Party Interface Stakeholders
- Project Manager(s)

Prerequisites:

- Customer review and approval of the Interface Control Documents
- Operation or availability of the external system or third-party software

Deliverables:

- Interfaces developed per the approved ICDs
- Interface software deployed in the Production Environment for testing

Mark43 Responsibilities:

- Work with the required stakeholders to review interface requirements and design interfaces
- Develop interface software
- Conduct internal interface testing, prior to deployment
- Install interface software and conduct integration testing
- Identify to the Customer any necessary certifications, and other related issues requiring Customer provided information
 - at least ninety (90) calendar days prior to scheduled interface installation

Customer Responsibilities:

- Provide Subject Matter Expertise to Mark43, as needed
- Provide Mark43 with any available technical documentation on third party systems and how data can be accessed (Data dictionaries, entity relationship documents or ICDs for existing interfaces will be very helpful)
- Provide introductions to appropriate points of contacts with third party vendors
- Provide VPN accounts to the Mark43 Technical Services Team to access the network for interface development, testing and maintenance

Agenda Item #11.2

- Provide the following values to Mark43:
 - IP addresses for remote databases
 - Socket value for remote systems
 - Operator IDs (ORIs, terminal mnemonics, as needed by remote systems)
- Provide System Administrator support to the Mark43 Team, as needed

Completion Criteria:

This task is considered complete when each interface (as defined in the ICD) is installed and tested in accordance with the ICD's.

11. RMS Integration And Testing

Once the RMS features and interfaces have been tested internally by Mark43, Mark43 will make them available for integration and testing. Mark43 will then conduct integration and additional testing activities to ensure all components are operating as designed. This level of testing is performed by Mark43 and third-party interface stakeholders (and assumes that the third party vendor will make available any testing environment). It will occur prior to the formal RMS Parallel Processing. Mark43 will perform this task remotely.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- Technical Services Team Representative(s)

Customer Team Participation:

- IT Resources
- Project Manager(s)

Prerequisites:

- Completion RMS/AFR Consortium Specific Features Development
- Completion of Interface Development

Mark43 Responsibilities:

- Deploy all RMS features
- Deploy interfaces to the Production environment
- Conduct integration and testing activities remotely

Customer Responsibilities:

- Provide IT support, as required
- Facilitate introductions between Mark43 and third party vendors, and assist in obtaining technical documentation and interface points required for the respective integration

Completion Criteria:

Agenda Item #11.2

This task is considered complete when the Customer verifies that Mark43 has completed its integration and testing activities and receives notice that the RMS is ready for Parallel Processing.

12. RMS Functional Testing

Per the Acceptance Test Plan ("ATP") referenced in Attachment F, the Customer and Mark43 will conduct Functional Testing. The Customer Superusers will verify the operability of each functional item in the ATP. Mark43 and the Customer will jointly document and track the results of the test as either pass or fail. Mark43 will have up to ten (10) business days to propose a preliminary solution and delivery estimate for any functional item that fails a test. The Customer will re-test Mark43 corrections and report the findings until issues are resolved.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)

Customer Team Participation:

- RMS Core Team
- Project Manager(s)

Prerequisites:

- Successful completion of all prior tasks
- Completion of data conversion
- Customer and Mark43 mutual confirmation that RMS is ready for testing

Deliverables:

- Mark43 on-site and remote services
- Completion of the RMS Integration and Functional Testing

Mark43 Responsibilities:

- Certify all applicable software, systems and ancillary systems, including the redundancy of production system, as ready for RMS acceptance testing
- Provide on-site assistance during integration and functional testing
- Review any discrepancies identified during the acceptance testing process
- Correct any functional item that fails a test, provide a mutually acceptable workaround and /or propose a preliminary solution and delivery estimate for any functional item that fails a test

Customer Responsibilities:

- Execute Testing
- Track and document test results
- Retest corrections

Agenda Item #11.2

Completion Criteria:

This task is considered complete when Mark43's RMS successfully passes the Integration and Functional Tests as defined in Attachment F, and Mark43 has either provided solution(s) for the failed test(s) or; the Customer has approved an Mark43-provided workaround or plan for correction

13. RMS Policy/General Orders Review

Mark43 will assist the Customer in revising Policy/General Orders for records management and field reporting. Mark43 will provide suggestions based on RMS product expertise and feedback from Parallel Processing. The Customer will ultimately be responsible for writing, disseminating and enforcing the new Policy/General Orders.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)

Customer Team Participation:

- RMS Core Team
- Project Manager(s)

Prerequisites:

- Successful Completion of Functional Testing
- Delivery of current Policy/General Orders to Mark43

Deliverables:

- Mark43 remote services
- Revised Policy/General Orders for records management and field reporting with the Mark43 RMS

Mark43 Responsibilities:

- Review Customer's current Policy/General Orders for records management and field reporting and recommended language changes, where applicable, based on product expertise and Parallel Processing feedback
- Review draft revised Policy/General Orders from Customer for product workflow accuracy
- Review final revised Policy/General Orders from Customer for product workflow accuracy

Customer Responsibilities:

- Identify appropriate points of contact for Policy/General Orders revision, review, approval
- Provide Mark43 current Policy/General Orders for records management and field reporting
- Draft revised Policy/General Orders and provide to Mark43 for review of product workflow accuracy
- Finalize revised Policy/General Orders and provide to Mark43 for review product workflow accuracy
- Disseminate revised Policy/General Orders to all users prior to cutover

Completion Criteria:

This task is considered complete when the Customer has finalized revised Policy/General Orders for records management and field reporting that accurately reflects Mark43 RMS workflows, and established the dissemination/effective date for cutover.

Agenda Item #11.2

14. RMS Product Documentation

Mark43 will deliver the final technical documentation as listed under the "Deliverables" section below. Documentation will be delivered in electronic copy, which will enable the Customer to distribute copies within the Customer as needed to support the RMS applications.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)

Customer Team Participation:

- RMS Core Team
- Project Manager(s)

Prerequisites:

- Consortium Application Training and Parallel Processing
- Interface Development and Testing

Deliverables:

Mark43 will deliver the following product documentation in electronic format:

- System Administration/Technical Documentation:
 - RMS System Administrator Manual
 - Web Services Interface Framework Technical Manual
 - Generic Query Application Programming Interface (API) Technical Manual
 - Named Query Application Programming Interface (API) Technical Manual
 - Help Desk and Troubleshooting Guide
 - RMS Entity Relationship Diagram
 - RMS Data Dictionary
- User Documentation:
 - RMS User Manual
 - National Incident Based Reporting (NIBRS) Manual

Mark43 Responsibilities:

- Deliver the product documentation listed above

Customer Responsibilities:

- N/A

Completion Criteria:

This task is considered complete upon Customer's acceptance of the documents listed above under the "Deliverables" section.
Statement of Work

Page 22

Agenda Item #11.2

15. RMS Superuser Training

Mark43 will provide RMS Train-the-Trainer courses per the Training Curriculum in Attachment D. The Training curriculum includes Train-the-Trainer courses designed to prepare Customer Superusers for end-user training and Administration courses designed to prepare Customer technical personnel to operate and support the RMS.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)

Customer Team Participation:

- Designated Customer Superusers
- RMS Core Team
- Project Manager(s)

Prerequisites:

- Successful Completion of Parallel Processing
- Configuration and testing of the RMS
- Delivery of Product Documentation
- Consortium RMS Policy/General Orders Review Completed

Deliverables:

- Mark43 on-site training services
- Mark43 will deliver the training courses as listed in Attachment D

Mark43 Responsibilities:

- Provide RMS training for Customer Technical and Training staff members for all RMS features per a mutually agreed to schedule and as defined the Training Curriculum in Attachment D
- Provide electronic training materials for classes

Customer Responsibilities:

- Identify Customer Superusers from necessary functional groups
- Designate and assign personnel to receive training in groups not to exceed the class size listed in the Training Curriculum in Attachment D
- Provide sufficient copies of training documentation to support all students in the training classes
- Provide the necessary classrooms, facilities, and copies of the materials
- Provide one full-function workstation per student, one full-function workstation for the instructor, an LCD, a projection screen, a whiteboard and connectivity to the server
- Ensure that appropriate Customer Superusers and System Administrators are available to actively participate in the entire scheduled training programs

Agenda Item #11.2

Completion Criteria:

This task is considered complete at the conclusion of all Mark43-provided Superuser training sessions for the RMS as per the Training Curriculum in Attachment D.

16. RMS Cutover Plan

Mark43 and the Customer will jointly develop a Cutover Plan that details the steps necessary to move into live operations. To ensure that the move to live operations goes as smoothly as possible, the Cutover Plan will assign tasks and responsibilities to both Mark43 and Customer personnel during the final month before cutover to live operations. The Plan will cover Customer staffing, movement of equipment into final locations, final production database clean out of test events, issue reporting procedures, and planned sequence of events for the cutover day.

Mark43 will provide the initial draft of the Cutover Plan to the Customer for review. The Customer will review the draft and provide feedback to Mark43 to incorporate into a final Cutover Plan.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)

Customer Team Participation:

- RMS/AFR Core Teams
- Project Manager(s)

Prerequisites:

- N/A

Deliverables:

- Mark43 remote services
- Draft and Final Cutover Plans

Mark43 Responsibilities:

- Create a draft RMS Cutover Plan
- Work with Customer personnel to refine the Cutover Plan
- Submit a revised RMS Cutover Plan

Customer Responsibilities:

- Review and comment on the draft RMS Cutover Plan
- Work with Mark43 personnel to refine the Cutover Plan
- Review and approve the final RMS Cutover Plan

Completion Criteria:

Agenda Item #11.2

This task is considered complete when the Customer has reviewed and approved the final RMS Cutover Plan no less than thirty (30) calendar days prior to the scheduled cutover.

17. RMS Cutover Readiness Review

The purpose of this meeting between Mark43 and the Customer is to confirm that all preparations for RMS Cutover activities have been completed. The Readiness Review verifies that the following has occurred:

- Cutover Plan approval
- Pre-Cutover Testing according to the Acceptance Test Plan
- Identification and approval of a schedule for cutover activities
- Identification and scheduling of Mark43 and Customer resources required for go-live activities
- Notification of planned system cutover to internal and external interface stakeholders supplying systems integral to go-live operations
- Data conversion audit complete and approved
- Policy/General Orders revisions completed, approved, and scheduled for effective date at cutover

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- Technical Services Team Representative(s)

Customer Team Participation:

- RMS Core Team
- Project Manager(s)

Prerequisites:

- Completion of all Pre-Cutover Testing
- Completion of all end-user training designated by the Customer as being required for "go-live"
- Completion of revised Policy/General Orders

Deliverables:

- Completion and acceptance of the Readiness Review

Mark43 Responsibilities:

- Provide above noted resources to attend Readiness Review meeting

Customer Responsibilities:

- Provide above noted resources to attend Readiness Review meeting
- Provide final "go-live" approval

Agenda Item #11.2

Completion Criteria:

The deliverable will be completed upon conclusion of the Readiness Review meeting and documentation of Customer approval to commence with RMS cutover.

18. RMS Cutover

Once Mark43 and the Customer have held the Readiness Review meeting, Mark43 will certify the RMS as operational and ready for cutover. The final decision for cutover to live operations ultimately rests with the Customer. The parties intend to cutover RMS at the same time. Upon RMS Cutover, Mark43 personnel will assist the Customer in placing RMS into productive use. Mark43 personnel will be on-site at least one (1) day prior to live operations and will provide post-live on-site support for five (5) days.

Customer technical personnel must be present to provide support for the system. Customer Superusers and core team members will be scheduled to provide knowledgeable Customer support to all shifts during the first few days after cutover to live operations in conjunction with the scheduled Mark43 staff.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- Technical Services Team Representative(s)
- Customer Support Team Representatives(s)

Prerequisites:

- Completion of all prior projects tasks
- Completion and acceptance of the RMS Cutover Plan
- Completion of the Readiness Review meeting
- Completion of changes to Policy/General Orders

Deliverables:

- Mark43 on-site support services for five (5) days during cutover

Mark43 Responsibilities:

- Assist the Customer staff in placing RMS into a production status
- Monitor the initial operation of RMS and answer any operational questions raised by the Customer
- Assist Superusers in utilizing the RMS
- Assist the technical staff in supporting the RMS
- Provide remote support following on-site Cutover support

Customer Responsibilities:

- Place the software into production and begin operational use in consultation with Mark43 and in accordance with the Project Schedule
- Provide technical staff to support the RMS

Agenda Item #11.2

- Provide Superusers to answer end-user questions, in conjunction with the Mark43 staff
- Provide a detailed list of questions and issues that still require explanation or resolution by Mark43 at the end of each day
- Ensure new Policy/General Orders are in effect and available for user reference

Completion Criteria:

This task is considered complete when the Customer agrees that the RMS cutover has successfully occurred.

19. Project Closure

During this task, Mark43 and the Customer will agree that all project related items purchased under the Contract have been delivered, Mark43 has fulfilled all obligations under the Agreement, all Statement of Work Tasks are complete, Mark43 has corrected all issues, and all Payment Milestones have been met. Upon verification that the task completion criteria for this task has been met, the Customer will authorize final payment.

Mark43 Team Participation:

- Client Solutions Manager

Customer Team Participation:

- Project Manager

Prerequisites:

- All SOW tasks are completed

Deliverables:

- Mark43 remote services

Mark43 Responsibilities:

- Verify with the Customer Project Manager that all items purchased under the Contract have been delivered and are operational, all project tasks are complete, and Mark43 has resolved all errors associated with the ATP.
- Verify that the Customer has received the final invoice

Customer Responsibilities:

- Verify that all products and services contracted for have been delivered

Completion Criteria:

This task is considered complete upon verification by the Mark43 and the Customer Project Managers that all items purchased under the Agreement have been delivered and are operational; and all Statement of Work tasks are complete; and the Customer verifies that Mark43 has resolved all ATP errors, and all Payment Milestones have been met.

Agenda Item #11.2

CAD Implementation Tasks

CAD implementation activities are divided into four (4) implementation phases, described as follows:

- Planning and Initiating Phase: Tasks designed to confirm subsystem and interface requirements, clarify the Customer's expectations with respect to system deliverables and clarify Mark43's understanding of Customer workflows. Collect and review all standard operating guidelines and policies, general orders, and relevant legacy data to include, but not limited to, map data, training modules, command line shortcuts, etc.
- System Development and Demonstration Phase: Tasks which result in a functional, although not fully configured, system that uses the Customer's operational and mapping data. The Customer will begin to learn basic system administration and new workflows in preparation for user acceptance testing during the Parallel Processing Phase.
- System Integration and Test Phase: Tasks which result in a fully configured subsystem and include both interface installation and any required data conversion tasks.
- Deployment Phase: Tasks include final map building and processing, final data conversion, training, system testing, and system fine-tuning.

At the conclusion of each phase, Mark43 and the corresponding customer stakeholder(s) will review all documentation to include but not limited to workflows and success criteria to ensure that all project tasks within the phase have been completed and the project is ready to transition into the next phase of implementation. If there are outstanding items, the Project Managers will mutually develop a plan to complete those items. The plan will include the potential impact of the outstanding items on the Project Schedule.

Planning and Initiating Phase Tasks

20. CAD Department Assessment

Mark43 will conduct onsite Department Assessment sessions early in the project lifecycle with each agency involved in the project. The purpose of the Department Assessment sessions is to enable Mark43 to gain an understanding of the current communications and first responder workflows in place within the Customer environments. Additionally, these sessions are designed to help Mark43 and the Customer begin to determine the most effective and efficient use of the proposed solution before it is implemented.

Following the conclusion of the Department Assessment sessions, Mark43 will develop an Implementation Plan document. This document will provide a summary of the Customer's CAD business processes, as discussed during the Department Assessment meetings, and provide a plan for the implementation of the Mark43 CAD system. The document will also list any decisions and issues identified during the session. Mark43 will provide the Implementation Plan to the Customer for review and incorporate any Customer feedback and comments into the final version.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- CAD Product Team Representative(s)
- Technical Services Team Representatives(s)

Customer Team Participation:

- CAD Core Team(s)
- SMEs Included in portions of the meeting, as required
- Project Manager(s)

Prerequisites:

- Project Planning Meeting
- Project Kick-off Meeting

Deliverables:

- Mark43 on-site services
- Draft Implementation Plan
- Final Implementation Plan

Mark43 Responsibilities:

- Develop Department Assessment materials, including an agenda
- Conduct Department Assessments sessions
- Document Department Assessment session findings
- Develop draft Implementation Plan

Agenda Item #11.2

- Incorporate Customer comments and deliver final Implementation Plan Document

Customer Responsibilities:

- Coordinate Department Assessment sessions with Mark43
- Identify Department Assessment attendees and ensure they attend the session
- Provide meeting room(s) for Department Assessment sessions
- Review and approve the Implementation Plan for completeness and accuracy

Completion Criteria:

This task is considered complete when the Customer accepts the final Mark43 Implementation Plan incorporating Customer feedback and comments.

21. CAD Receive & Process Map Data for Initial Map Build

Mark43 will analyze the Customer-supplied map data, provide the Customer with feedback on ways to improve the quality of the data, and build an initial CAD map dataset for use in the initial system build activities. Mark43 will review the Customer-supplied map source data's suitability for processing into the Mark43 CAD map. Mark43 will review and analyze five main kinds of location: 1. Addresses, 2. Intersections, 3. Limited Access Roadway, 4. Points of Interest or Common Place Names, and 5. Alias Names and Abbreviations. Mark43 will summarize its analysis in a Map Data Analysis Report that identifies potential data issues and provides recommendations for schema changes and data pre-processing.

Mark43 will generate CAD-ready map data from the Customer-supplied map source data.

Mark43 Team Participation:

- Mapping Lead
- CAD Product Manager
- Lead Engineer
- Client Solutions Manager
- Client Solutions Associate(s)

Customer Team Participation:

- GIS/Map Administrator

Prerequisites:

- Customer has provided all location data used to be incorporated in the CAD (to include but not limited to shapefiles, csvs, etc)
- Project Planning Meeting
- Completion of Project Schedule Review

Deliverables:

- Mark43 on-site services
- Map Data Analysis Report that includes shapefiles, mapping suggestions, and identifies any issues with the Customer Statement of Work

Agenda Item #11.2

supplied source data

- A working map with address validation and user acceptance test plan

Mark43 Responsibilities:

- Review Customer supplied source data
- Provide Map Data Analysis Report
- Generate CAD-ready map data from Customer supplied map source data
- Install the initial CAD map build
- Deliver the Initial CAD Map User Acceptance Test Plan

Customer Responsibilities:

- Ensure appropriate Customer personnel are available as needed to assist Mark43 with this task
- Supply Mark43 with source map data at least two full week prior to scheduled analysis
- Review, and provide feedback to the Map Data Analysis Report

Completion Criteria:

This task is considered complete upon delivery of the Map Data Analysis Report and the Customer's verification that the initial CAD map build has been successfully installed.

22. Map Validation Workshop

During this on-site workshop, Mark43 and Customer will discuss:

- The CAD map data requirements for all departments and agencies, addressing, resolving and documenting the mutually agreed upon path forward on any variances (beyond those in Mark43's response to the RFP)
- Any unresolved questions regarding CAD map source data
- The results of the Map Data Analysis Report that includes Mark43's recommendations on map data corrections and modifications as well as addressing any gaps found for all location types
- Available CAD map and data sources
- Other issues related to the source map data and its use for Location Verification in CAD
- Sustainment and maintenance procedures for the CAD map

At the conclusion of the workshop, Mark43 will provide Customer with a report summarizing the final mapping project plan. This will include all data sources to be incorporated in the mapping solution, baseline schedule, user acceptance testing plan, as well as the sustainment approach and any additional recommendations or risk items.

Mark43 Team Participation:

- Mapping Lead
- Client Solutions Manager
- Client Solutions Associate(s)

Agenda Item #11.2

Customer Team Participation:

- GIS/Map Administrator(s)
- Departmental Mapping Subject Matter Experts (Law Enforcement and Fire)
- Project Manager(s)

Prerequisites:

- Completion of the Map Data Analysis Report and Initial Map Build
- Any agency and/or department mapping guidelines, general orders, and/or mapping requirements
- A list of all mapping stakeholders - from data suppliers to personnel responsible for supplying mapping requirements and sign off on the testing and success criteria for the CAD map

Deliverables:

- Mark43 on-site map workshop for 3-10 days
- Any relevant training materials will be provided
- Map Workshop Summary Report and Map Project Plan

Mark43 Responsibilities:

- Conduct the on-site Map Workshop
- Review results of the Map Data Analysis Report and recommendations on data correction and augmentation prior to the Mapping Workshop
- Review the CAD map data schema and work with Customer to determine how this relates to the supplied source data
- Provide an overview of the location verification process in CAD
- Discuss workflow processes and make recommendations based on these and Customer source data
- Provide follow-up Map Workshop Summary Report inclusive of proposed new workflows, success criteria, user acceptance testing plan, potential risk items, and a map baseline schedule to include training and potential follow on development

Customer Responsibilities:

- Ensure Customer personnel who will be tasked with supplying, correcting, and updating the map source data, as well as those tasked with processing Customer map data into the CAD map format, and those who will be signing off on the testing and success criteria associated with the CAD map, attend the Map Workshop
- Provide meeting facilities, including internet connectivity
- Provide a workstation installed with the previously provided map source data to aid in discussions regarding data schema and attribute structure (for each agency and department)

Completion Criteria:

The task is considered complete at the conclusion of the Map Workshop and upon the delivery of the Map Workshop Report to Customer.

23. CAD Interface Control Documentation (ICD) Review and Submittal

The goal of this task is to identify and obtain the specific information needed to configure the interfaces and develop an Interface Control Document (ICD) for each CAD interface. The Customer will, to the extent that it can, introduce Mark43 to third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which Mark43 products are to be interfaced. Mark43 is responsible for ensuring that the third party points of contact are the appropriate source of information needed to develop the ICDs and for mutually agreeing with third party vendors on the operational and technical interface requirements.

Mark43 will speak with the provided points of contact, research interface requirements and gather any available documentation that can clarify data schema, protocols, and query specifications Mark43 to develop and test the interfaces. Mark43 will develop draft ICDs and provide them to the Customer for review. The Customer will review the functional content of the ICDs and provide feedback to Mark43. After receiving feedback from the Customer on the draft ICDs, Mark43 will finalize the ICDs and deliver the final documents to the Customer for approval of the functional content of the ICDs. Mark43 is responsible for ensuring the technical accuracy of the ICDs. Development of the interfaces will commence only upon the Customer approving the ICD's.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- Technical Services Team Representative(s)

Customer Team Participation:

- Project Manager(s)
- Subject Matter Experts

Prerequisites:

- Customer provide Mark43 with available interface-related documentation
- Customer provide Mark43 with a list of current vendors and associated POCs, as well as any desired and/or recommended vendors and associated POCs
- Completion of the Department Assessment

Deliverables:

- Draft and final Interface Control Documentation

Mark43 Responsibilities:

- Lead the interface requirements gathering process, tracking outstanding items requiring resolution
- Convene with Customer and third party points of contacts to gather information required to develop ICDs
- Ensure that third party points of contacts are appropriate sources of information necessary to develop ICDs
- Mutually agree with the third party vendors on the functional and technical interface requirements
- Gather all commercially available interface data detailed schema, protocols, and query specifications, as needed
- Provide third party vendor suggestions where needed
- Communicate to the customer any current third party vendors that Mark43 identifies as no longer be necessary

Agenda Item #11.2

- Prepare draft ICDs and provide to Customer for feedback
- Incorporate Customer feedback into draft ICDs
- Finalize Interface Control Documents for Customer review and approval

Customer Responsibilities:

- Provide points of contact who are knowledgeable of the workflow and data requirements for each Customer hardware and software component with which Mark43 deliverables will interface
- Provide Mark43 with a list of required capabilities each current third party solution provides (this may be resolved through review of the workflows and data requirements)
- Provide or coordinate with persons who can provide Mark43 with schema, protocols, and query specifications for Customer hardware and software components with which Mark43 deliverables will interface
- Introduce Mark43 to a primary point of contact for third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which Mark43 products are to be interfaced
- Respond to Mark43 questions and requests for information in a timely manner
- Review draft ICDs and provide Mark43 feedback on any necessary changes or updates
- Review and approve the content of the final ICDs

Completion Criteria:

This task is considered complete when the Customer has reviewed and approved the content of the finalized ICDs.

24. Checkpoint

This task allows Mark43 to formally coordinate with the Customer's CAD Core Team to ensure that all Planning and Initiating Phase project tasks have been completed and the project is ready to transition to the Staging Phase of implementation. Mark43's Client Solutions Manager will meet on-site with the Customer's Project Manager and Core CAD Project Team to review project tasks completed to-date. If there are outstanding Planning and Initiating Phase items, the Mark43 Client Solutions Manager and Customer Project Managers will mutually develop a plan to complete those items. The plan will include the potential impact of the outstanding items on the project schedule.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)r

Customer Team Participation:

- CAD Core Team
- Project Manager(s)

Prerequisites:

- Completion of Planning and Initiating Phase tasks

Deliverables:

- Meeting notes

Statement of Work

Page 35

Agenda Item #11.2

- Detailed status report of any outstanding items
- Plan to complete outstanding Planning and Initiating Phase tasks (if needed)

Mark43 Responsibilities:

- Schedule meeting between Mark43 and Customer
- Facilitate Checkpoint meeting
- Provide meeting notes summarizing the status of project tasks
- Provide plan to complete outstanding Planning and Initiating Phase tasks (if needed)

Customer Responsibilities:

- Ensure Core CAD Project Team attends Checkpoint meeting
- Work with Mark43 Client Solutions Manager to develop plan to complete outstanding Planning and Initiating Phase tasks (if needed)

Completion Criteria:

This task is considered complete when all tasks within the Planning and Initiating Phase have been completed and/or a plan to complete outstanding project tasks has been approved by the Customer. All parties will mutually agree the project should continue to the next phase.

25. CAD Data Conversion Study

Mark43 will analyze legacy databases that are candidates for conversion into the new CAD system and produce an initial mapping of legacy data fields to the corresponding fields in the Mark43 CAD database tables.

Mark43 will gather information about the legacy database(s) that are candidates for conversion into the new System. During this period, Mark43 will:

- Interview Customer subject matter experts
- View legacy data in the current system to see where it might fit in the Mark43 CAD database
- Demonstrate various parts of the Mark43 system to Customer SMEs to facilitate discussion of possible areas where data might be converted
- Facilitate discussions on whether the converted data should reside in the production database, in an offline archive database, or elsewhere
- Examine documentation and sample data from the legacy system(s)

At the conclusion of the analysis, Mark43 will produce a Data Conversion Study document that contains:

- A high-level discussion of the feasibility of converting legacy data into CAD
- Identification of functional areas of the legacy systems that are considered good candidates for conversion and those areas that are not considered good candidates, along with reasons why the functional areas are classified as "good" or "not good" candidates for conversion
- The historical time frame of the data to be converted
- An assessment of the adequacy and availability of required data based on its location

Agenda Item #11.2

- An analysis of the advantages and disadvantages of putting the converted data in the production CAD system versus an offline database accessible to users
- Ways to access and display data kept in an offline database

Once the Data Conversion Study is completed, the Mark43 Client Solutions Manager and Customer Project Manager, along with the Technical Services Team, will determine any further tasks regarding data conversion. If data conversion is desired, a Change Order detailing the data to be converted, effort and cost will be provided to the customer by Mark43.

Mark43 Team Participation:

- Technical Services Team Representative
- Client Solutions Manager
- Client Solutions Associate(s)

Customer Team Participation:

- Subject Matter Experts
- Project Manager(s)

Prerequisites:

- Completion of Project Planning Meeting
- Completion of Project Schedule Review

Deliverables:

- Mark43 on-site and remote services
- The CAD Data Conversion Study

Mark43 Responsibilities:

- Spend time on-site gathering information necessary to analyze legacy data conversion options
- Produce the CAD Data Conversion Study
- Participate in any discussion regarding the desire for future data conversion

Customer Responsibilities:

- Supply a subset of data to the CAD Data Conversion Resource for use in the analysis and data mapping
- Ensure Subject Matter Experts who understand the structure and use of legacy data are available to work with the Mark43 CAD Data Conversion Implementer for the duration of this task
- Provide additional data or scrubbed data based on feedback from Mark43 Technical Services Team, if requested

Completion Criteria:

This task is considered complete upon the Customer's acceptance of the CAD Data Conversion Study.

System Development and Demonstration Phase

26. Communications Application Configuration

The objective of this task is to provide the Customer with a Communications Application that can be used for User Acceptance Testing, Parallel Processing and Training tasks. To prepare for this task, Mark43 will send the go live plan for Customer review and approval. Mark43 will review Success Criteria with the Customer to ensure all workflows are accounted for before beginning User Acceptance Testing.

Mark43 will hold joint conference calls and steering committee meetings to provide in-depth reviews and demos of the Communications Application to familiarize the Core CAD Project Team with Communications Application features (i.e., including event processing, dispatching, map utilization and inquiries) and ensure that Customer-specific Communications Application configuration data is addressed.

Mark43 will review with the Customer how the CAD database software will be installed, set-up, and maintained. Mark43 will also review the User Acceptance Testing and Parallel Processing Plans with the Customer. Mark43 will review and include the applicable Communications Application configuration data provided by the Customer and utilize feedback from these meetings to finalize training plans and ensure that the training scenarios meet the Customer's needs. The Customer should be prepared to provide Mark43 with the following types of data:

- Agency Identification Information
- Various CAD Numbering Schemes
- Event Types
- Unit Types
- Vehicle Types
- Station Data
- Deployment and Unit Recommendation Planning
- ESZs
- Beats
- Dispatch Groups
- Deployment Plans
- Response Requirements
- Response Plans
- Personnel
- Out of Service Codes
- Dispositions
- Lineups

Mark43 will complete the CAD System data build, and begin the Consortium-specific configuration. This configuration will address more advanced Communications Application system functionality, including Consortium-specific and advanced functions. The goal is to ensure the CAD Core Team has an in-depth understanding of the Communications Application and can test workflows and finalize scenarios for Parallel Processing and Training tasks.

Agenda Item #11.2

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)

Customer Team Participation:

- CAD Core Team
- CAD Subject Matter Experts
- Project Manager(s)
- IT Resources

Prerequisites:

- Completion of Planning and Initiating Phase and Checkpoint Task

Deliverables:

- Communications Application mock-ups and on-site demo's

Mark43 Responsibilities:

- On-Site Communications Application Demos
- Demonstrate how the Communications Application will support a multi-agency configuration for police and fire
- Work in collaboration with the Customer's CAD Core Team to load and/or import site specific data into the Mark43 Communications Application
- On-Site demo of the initial Mark43 CAD map

Customer Responsibilities:

- Provide remote access
- Begin to develop an in-depth understanding the Communications Application
- Participate fully during joint conference calls and steering committee meetings
- Gather data required to populate system tables as required by the CAD System

Completion Criteria:

This task is considered complete at the conclusion of the Communications Application demo sessions and success criteria sign-off and/or a plan to address any additional capability desired or gaps found during demos and success criteria review will be addressed by the Mark43 Client Solutions Manager and the Customer's Project Manager.

Agenda Item #11.2

27. CAD First Responder App Configuration

The intent of this task is to review the First Responder App software, system architecture, and minimum network requirements/utilization with the core team members for further in-depth feedback, prior to the First Responder App Parallel Processing and Training. Mark43 will hold joint conference calls; and on-site steering committee meetings to provide in-depth reviews and demos of the CAD First Responder App.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)

Customer Team Participation:

- First Responder Core Team
- Communications CAD Core Team representative
- Project Manager(s)

Prerequisites:

- CAD System Build
- Communications Application Configuration
- CAD Map Build

Deliverables:

- First Responder App ICD/ATP Document
- First Responder App Configuration
- First Responder App Configuration Options

Mark43 Responsibilities:

- Mark43 will provide on-site technical support

Customer Responsibilities:

- Provide access to First Responder core team members
- Provide Dispatching Subject Matter Expert(s) to provide input during discussions

Completion Criteria:

The task will be considered complete at the conclusion of the First Responder App System Build and delivery of the First Responder App ICD/ATP Document, and the First Responder App Configuration Options.

Agenda Item #11.2

28. Checkpoint

This task allows the Mark43 Client Solutions Manager and Client Solutions Associate(s) to coordinate with the Customer's CAD Core Team to ensure all System Development and Demonstration Phase project tasks have been completed and the CAD portion of the project is ready to transition to the User Acceptance and Parallel Processing Phase of implementation. Mark43's Client Solutions Manager and Client Solutions Associate(s) will meet on-site with the Customer's Project Manager(s) and Core CAD Project Team to review project tasks completed to-date. If there are outstanding System Development and Demonstration Phase items, the Mark43 Client Solutions Manager and Customer Project Managers will mutually develop a plan to complete those items. The plan will include the potential impact of the outstanding items on the project schedule.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)

Customer Team Participation:

- CAD Core Team
- Project Manager

Prerequisites:

- Successful completion of the System Demonstration and Development Phase project tasks

Deliverables:

- Meeting notes
- Detailed status report of any outstanding items
- Plan to complete outstanding System Development and Demonstration Phase tasks (if needed)

Mark43 Responsibilities:

- Schedule meeting between Mark43 and Customer
- Facilitate Checkpoint meeting
- Provide meeting notes summarizing the status of project tasks
- Provide plan to complete outstanding System Development and Demonstration Phase tasks (if needed)

Customer Responsibilities:

- Ensure Core CAD Project Team attends Checkpoint meeting
- Work with Mark43 Client Solutions Manager to develop plan to complete outstanding System Development and Demonstration Phase tasks (if needed)

Completion Criteria:

This task is considered complete when all tasks within the System Development and Demonstration Phase have been completed and/or a plan to complete outstanding project tasks has been approved by the Customer. All parties will mutually agree the project should continue to the next phase.

Agenda Item #11.2

29. CAD Functionality Review

Mark43 will conduct on-site workshops to review success criteria with the corresponding Customer stakeholders and provide a complete overview of the CAD applications and workflows, familiarizing them with event processing, dispatching, as well as map utilization and inquiries so that analysis of workflows and testing of data can begin in earnest. Topics to be covered in the workshops include, but are not limited to:

- Call Creation and Update
- Map View Control
- Event and Personnel Inquiries
- Sending Messages
- Recommending and Dispatching Units
- Updating Unit Statuses
- Modifying Unit Properties
- Updating Unit Related Event Information
- Querying Unit and Event Data
- Performing Fire Specific Operations – Update Alarm, Relocate (Move Up) Units
- Performing Law Enforcement Specific Operations – Traffic Stop, Subject Stop
- Performing EMS Specific Operations – Divert Hospital
- Supervisor Specific Commands
- CAD Commands
- Interfaces for Users (i.e., CLETS/NCIC, Paging, First Responder App)

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)

Customer Team Participation:

- CAD Subject Matter Experts/Stakeholders
- CAD Core Team
- Project Manager(s)

Prerequisites:

- Completion of Department Assessment
- A list of all stakeholders for CAD Success Criteria Sign Off
- Completion of CAD Development and Demonstration

Deliverables:

- Mark43 on-site services
- Any written material related to basic CAD use
- Any CAD configuration or workflow updates (if necessary)

Mark43 Responsibilities:

- Conduct on-site CAD Success Criteria workshops
- Finalize the configuration of CAD

Agenda Item #11.2

Customer Responsibilities:

- Provide space for Mark43 to conduct workshops
- Ensure appropriate Customer personnel attend workshops
- Review and approve CAD Success Criteria

Completion Criteria:

The task is considered complete at the conclusion of the Mark43 functionality review.

30. First Responder App Functionality Review

During this task, Mark43 will conduct on-site workshops to review the first responder app with each Consortium department/agency and with each public safety department (Police and Fire/EMS). During the workshops, Mark43 will gather any additional information on workflows as they pertain to the first responder environment and application. Topics to be covered in the workshops include, but are not limited to:

- Overview of First Responder App features and functions
- First Responder App workflow definition
- Graphical user interface design and configuration
- Report format design and configuration
- First Responder App administrative functions
- Other configuration settings as needed

The Customer will need to make available at least one Dispatcher familiar with CAD and its use to perform dispatching and other CAD tasks as necessary during each workshop.

Upon completion of this task, Mark43 will finalize the police, fire, and EMS first responder app configurations for testing and end-user training.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)

Customer Team Participation:

- First Responder App Subject Matter Experts/Stakeholders
- CAD Core Team representative
- Project Manager

Prerequisites:

- Completion of Department Assessment
- A list of all stakeholders for First Responder Success Criteria Sign Off
- Completion of CAD Development and Demonstration

Deliverables:

- Mark43 on-site services

Agenda Item #11.2

- First Responder App Configuration updates to include configuration designs for the police, fire and EMS agencies (if necessary)
- First Responder App client configuration updates for police, fire and EMS agencies (if necessary)

Mark43 Responsibilities:

- Conduct First Responder App Success Criteria workshops for police, fire, and EMS agencies.
- Finalize the configuration of the client First Responder Apps
- Finalize the First Responder App Configuration and corresponding configuration designs

Customer Responsibilities:

- Provide First Responder App Subject Matter Expertise to Mark43 as needed
- Provide a Dispatching Subject Matter Expert to provide feedback on how the configuration will affect CAD
- Review and approve the First Responder App Site Success Criteria for each distinct configuration
- Review and approve the First Responder App client Success Criteria

Completion Criteria:

The task is considered completed at the conclusion of the First Responder App workshops and after the First Responder Success Criteria have been reviewed and approved by the Customer.

System Integration and Test Phase

31. CAD Integration Testing

During this task, Mark43 will be on-site to install and test the interfaces in the Customer's training CAD environment. *Although the Customer is expected to participate in Mark43's internal on-site testing of the interfaces, the Customer will test the interface functionality and workflows during Acceptance Testing as described in Attachment F.*

During this task, additional configuration changes can be made based on Customer requests as long as the requests are within the scope of the SOW and conform to the agreed upon ICD. Where appropriate, the Mark43 Client Solutions Manager, Client Solutions Associate(s) and Support Team will provide training to the Customer System Administrator(s) on how to make configuration changes and on general software architecture and operation.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- Support Team Representative(s)

Customer Team Participation:

- CAD Core Team
- Project Manager(s)
- IT Resources

Prerequisites:

- Successful implementation of all CAD required interfaces
- Development and approval of Interface Control Documents
- Customer IP address for remote databases, Socket value for remote systems, Operator IDs (ORIs), terminal mnemonics, etc., as needed by remote systems

Deliverables:

- Interfaces installed and tested
- Any updates to the CAD Go-Live Plan, the Parallel Processing Plan, and the Training Plan

Mark43 Responsibilities:

- Test interfaces in accordance with the approved ICDs
- Provide one-on-one instruction on how to make configuration changes
- Verify that physical connectivity has been achieved from the Customer's communication server to remote system servers (such as State/NCIC)
- Make any necessary additional configuration changes to conform with the approved ICDs

Customer Responsibilities:

Agenda Item #11.2

- Provide Subject Matter Expertise to Mark43 as needed
- Provide availability and confirm operation of external systems or third-party software
- Operator IDs (ORIs), terminal mnemonics, etc., as needed by remote systems
- Ensure that the System Administrators are available to work closely with the Mark43 team for the duration of the task

Completion Criteria:

This task is considered complete when the Customer agrees that each interface has been installed and tested in accordance with the Interface Control Document.

32. User Demonstration

The purpose of this workshop is to demonstrate the First Responder App deliveries and ensure there are no gaps in the capability and workflows. Workshop content may include, but is not limited to:

- Review and Demonstration of the First Responder Apps
- Testing of the First Responder Apps (as outlined in the go live plan)
- Discuss Network requirements, ports, and ensure the First Responder client can communicate appropriately
- First Responder App administrative functions

Upon completion of this task, the Customer will have tested the first responder app configurations and Mark43 will incorporate the feedback into the end-user training plan.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)

Customer Team Participation:

- First Responder App Administrator(s)
- First Responder Core Team
- Project Manager(s)

Prerequisites:

- Completion of First Responder Functional Review (to include First Responder Success Criteria approval)

Deliverables:

- Mark43 on-site services
- Any updates to the First Responder App Go Live Plan, the Parallel Processing Plan, and the Training Plan
- Any updates to the First Responder App Configuration Designs (if necessary)
- Any updates to the First Responder App client configuration builds for police, fire, and EMS (if necessary)

Mark43 Responsibilities:

- Conduct all First Responder User Acceptance Tests

Agenda Item #11.2

Customer Responsibilities:

- Provide mobile Subject Matter Expertise to Mark43 as needed
- Provide a Dispatching Subject Matter Expert to provide feedback on how the configuration will affect CAD
- Install and test the revised First Responder Application and provide coordinated feedback
- Review and approve any revisions to the First Responder App configuration design documentation (if necessary)
- Review and approve any revisions to the First Responder App client configurations (if necessary)

Completion Criteria:

The task is considered completed at the conclusion of the user acceptance testing, and after any revisions to the First Responder App Configuration Design have been reviewed and approved by the Customer, and the Customer has verified that the delivered First Responder App client configuration conforms to the First Responder App Configuration Design Document.

33. CAD Integration and Testing

Once the CAD features and interfaces have been tested internally by Mark43, Mark43 will make them available for integration and testing. Mark43 will then conduct integration and additional testing activities to ensure all components are operating as designed. This level of testing is performed by Mark43 and third-party interface stakeholders and assumes that the third party vendor has a testing environment available. It will occur prior to the formal CAD Parallel Processing. Mark43 will perform this task remotely.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- Technical Services Team Representative(s)

Customer Team Participation:

- IT Resources
- Project Manager(s)

Prerequisites:

- Completion of Interface Development

Mark43 Responsibilities:

- Deploy all CAD features
- Deploy interfaces to the Production environment
- Conduct integration and testing activities remotely

Customer Responsibilities:

- Provide IT support, as required
- Facilitate introductions between Mark43 and third party vendors, and assist in obtaining technical documentation and interface points required for the respective integration

Agenda Item #11.2

Completion Criteria:

This task is considered complete when the Customer verifies that Mark43 has completed its integration and testing activities and receives notice that the CAD is ready for Functional Testing.

34. CAD Functional Testing

Per the Acceptance Test Plan ("ATP") referenced in Attachment F, the Customer and Mark43 will conduct Functional Testing of the CAD with Customer-designated Superusers. The Customer Superusers will verify the operability of each functional item in the. Mark43 and the Customer will jointly document and track the results of the test as either pass or fail. Mark43 will have up to ten (10) business days to correct any functional item that fails a test, or provide a mutually acceptable workaround. The Customer will re-test Mark43 corrections and report the findings until issues are resolved.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- Support Team Representative(s)

Customer Team Participation:

- CAD Core Team
- Project Manager(s)

Prerequisites:

- Completion of all preceding project tasks
- Customer confirmation that interfaces are operational and ready for testing

Deliverables:

- Mark43 on-site support and remote services
- Completion of the CAD Integration and Functional Testing

Mark43 Responsibilities:

- Certify all applicable software, ancillary systems, including the redundancy of production systems as ready for CAD acceptance testing and training
- Provide on-site assistance during integration and functional testing, if needed
- Review any discrepancies identified during the acceptance testing process
- Correct any functional item that fails a test, provide a mutually acceptable workaround

Customer Responsibilities:

- Execute testing
- Track and document test results
- Retest corrections

Agenda Item #11.2

Completion Criteria:

This task is considered complete when Mark43's CAD Communication App successfully passes the Integration and Functional Tests as defined in Attachment F, and Mark43 has either remedied items that failed the test or, the Customer has approved an Mark43-provided workaround or plan for correction.

35. First Responder App Functional Testing

The Customer and Mark43 will conduct functional testing of the First Responder App with Customer-designated Superusers. The Customer Superusers will verify the operability of each functional item in the ATP. Mark43 and the Customer will jointly document and track the results of the test as either pass or fail. Mark43 will have up to ten (10) business days to correct any functional item that fails a test, or provide a mutually acceptable workaround. The Customer will re-test Mark43 corrections and report the findings until issues are resolved.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)

Customer Team Participation:

- First Responder App Administrator(s)
- First Responder App Core Team
- Communications CAD Core Team representative
- Project Manager(s)

Prerequisites:

- Completion of all prior tasks
- Customer and Mark43 mutual confirmation that the First Responder App is ready for testing

Deliverables:

- Mark43 will provide on-site and remote support services
- Completion of the First Responder App Integration and functional testing

Mark43 Responsibilities:

- Certify all applicable software, ancillary systems, including the redundancy of production systems, as ready for First Responder testing and training
- Provide on-site assistance during integration and functional testing, if needed
- Review any discrepancies identified during the acceptance testing process
- Correct any functional item that fails a test, provide a mutually acceptable workaround

Customer Responsibilities:

- First Responder App Core team to provide real time interaction with all CAD users
- Execute functional testing

Agenda Item #11.2

- Document and prioritize any technical issues as encountered during the First Responder App functional testing and submit to Mark43 for review and resolution
- Retest corrections

Completion Criteria:

The task will be considered complete at the conclusion of the First Responder functional testing and when Mark43's First Responder App successfully passes the Integration and functional testing as defined in Attachment F, and Mark43 has either provided solution(s) for the failed test(s) or; the Customer has approved a Mark43-provided workaround or plan for correction.

Deployment Phase

36. CAD Policy/General Orders Review

Mark43 will assist the Customer in revising Policy/General Orders for Computer Aided Dispatch and First Responder App activities. Mark43 will provide suggestions based on CAD product expertise and feedback from Parallel Processing. The Customer will ultimately be responsible for writing, disseminating and enforcing the new Policy/General Orders.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)

Customer Team Participation:

- CAD Core Team
- Project Manager(s)

Prerequisites:

- Successful Completion of Parallel Processing
- Delivery of current Policy/General Orders to Mark43

Deliverables:

- Mark43 remote services
- Revised Policy/General Orders for dispatch and first responder activities with the Mark43 CAD

Mark43 Responsibilities:

- Review Customer's current Policy/General Orders for communications and first responder activities and recommended language changes, where applicable, based on product expertise and Parallel Processing feedback
- Review draft revised Policy/General Orders from Customer for product workflow accuracy
- Review final revised Policy/General Orders from Customer for product workflow accuracy

Customer Responsibilities:

- Identify appropriate points of contact for Policy/General Orders revision, review, approval
- Provide Mark43 current Policy/General Orders for dispatching and first responder activities
- Draft revised Policy/General Orders and provide to Mark43 for review of product workflow accuracy
- Finalize revised Policy/General Orders and provide to Mark43 for review product workflow accuracy
- Disseminate revised Policy/General Orders to all users prior to cutover

Completion Criteria:

This task is considered complete when the Customer has finalized revised Policy/General Orders for communications and first responder activities that accurately reflects Mark43 CAD workflows, and established the dissemination/effective date for cutover.

Agenda Item #11.2

37. COMS Configuration

The objective of this task is to complete the CAD configuration to support E9-1-1 call taking. Mark43 will work both on-site and off-site to complete this task. The Mark43 Interface Lead will install and configure the server and client components necessary to achieve the interface with Vesta and Power911.

38. Final Map Roll

During this task, Mark43 will conduct final map-roll training, and guide the Customer through the installation of the final map build.

39. CAD Map Maintenance

Mark43 will work with the Consortium to develop a Map Maintenance plan. For the duration of the contract, Mark43 will offer 24/7 support for all Mark43 products, to include the CAD Map. Mark43, in conjunction with South Bay, will develop a plan for map updates at the agency level, as well as a plan for map updates that require the assistance of Mark43.

40. CAD/Mobile (First Responder) Superuser Training

Mark43 will provide Train-the-Trainer sessions per the Training Curriculum in Attachment D. These courses will train Customer Superusers (i.e., calltakers, dispatchers, field units, supervisors, and administrators) on the use of the CAD Communications and First Responder system and prepare them to lead end-user training. It will also train Customer technical personnel on the operation and support of CAD Communications and First Responder system. Before the training sessions, Mark43 will provide digital training materials to the Customer, and the Customer is responsible for making enough copies for each participant in each class.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- Support Team Representative(s)

Customer Team Participation:

- CAD and First Responder Super Users (Trainers)
- CAD and First Responder Core Team
- Project Manager(s)

Prerequisites:

- CAD and First Responder System operates in accordance with the ATP
- CAD and First Responder System is installed and tested in the training environment
- Delivery of training materials

Deliverables:

- Mark43 on-site training services

Agenda Item #11.2

Mark43 Responsibilities:

- Provide CAD Communications and First Responder training for Customer's technical and training staff members for all supplied CAD Communications and First Responder software
- Provide digital training materials

Customer Responsibilities:

- Designate and assign "Superusers" to receive training in groups not to exceed the class size listed in the Training Curriculum in Attachment D
- Provide sufficient copies of training documentation to support all students in the training classes
- Provide the necessary classrooms, facilities, and copies of the materials
- Provide one full-function workstation per student, one full-function workstation for the instructor that can be viewed by members in the class and connectivity to the server
- Ensure that appropriate Customer Superusers and System Administrators are available to actively participate in the entire scheduled training programs

Completion Criteria:

This task is considered complete at the conclusion of all Mark43-provided Superuser Training sessions for the CAD Communications and First Responder System as per the Training Curriculum in Attachment D.

41. Product Documentation

Mark43 will deliver final technical documentation as listed under the "Deliverables" section below. Documentation will be delivered in electronic copy, which will enable the Customer to distribute copies within the Customer as needed to support the CAD Communications and First Responder applications.

Mark43 Team Participation:

- Client Solutions Manager

Customer Team Participation:

- Project Manager

Prerequisites:

- Completion of CAD Communications and First Responder ATP

Deliverables:

- Mark43 will deliver the following final documentation:
 - System Administrative Guides
 - System Administration Procedures
 - CAD Communications and First Responder Training Guide(s)
 - CAD Interfaces Configuration Document

Agenda Item #11.2

Mark43 Responsibilities:

- Deliver the product documentation listed above

Customer Responsibilities:

- N/A

Completion Criteria:

This task is considered complete upon Customer's acceptance of the documents listed above under the "Deliverables" section.

42. CAD/Mobile Cutover Plan

Mark43 and the Customer will jointly develop a CAD/Mobile Cutover Plan. The Cutover Plan will detail the steps necessary to move into live operations. To ensure the move to live operations goes as smoothly as possible, the Cutover Plan will assign tasks and responsibilities to both Mark43 and Customer personnel 30-60 days before cutover to live operations. The Cutover Plan covers topics including Customer staffing, movement of equipment into final locations, final database clean out of test events, procedures to report issues, and planned sequence of events for the cutover day.

Mark43 will provide the initial draft of the Cutover Plan to the Customer for review. The Customer will review the draft and provide feedback to Mark43, which will incorporate the feedback into a final Cutover Plan.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- Support Services Representative(s)

Customer Team Participation:

- CAD/Mobile Core Teams
- CAD/Mobile Subject Matter Experts
- System Administrator(s)
- Project Manager(s)

Prerequisites:

- N/A

Deliverables:

- Mark43 on-site services and remote services
- Draft and Final CAD/Mobile Cutover Plan

Mark43 Responsibilities:

- Create a draft CAD/Mobile Cutover Plan
- Work with Customer personnel to refine the CAD/Mobile Cutover Plan

Agenda Item #11.2

- Review and approve the final CAD/Mobile Cutover Plan

Customer Responsibilities:

- Review and comment on the draft CAD/Mobile Cutover Plan
- Work with Mark43 personnel to refine the CAD/Mobile Cutover Plan
- Review and approve the final CAD/Mobile Cutover Plan

Completion Criteria:

This task is considered complete when the Customer has reviewed and approved the final CAD/Mobile Cutover Plan.

43. CAD/Mobile Readiness Review

The purpose of this on-site meeting between Mark43 and the Customer is to confirm that all preparations for the CAD/Mobile cutover have been completed. The Readiness Review verifies that the following has occurred:

- Cutover Plan approval
- User Acceptance Testing
- Establishment and approval of a schedule for cutover activities
- All users have successfully completed all required training
- Identification and scheduling of Mark43 and Customer resources required for go-live activities
- Notification of planned system cutover to internal and external interface stakeholders supplying systems integral to go-live operations

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- Support Team Representative(s)

Customer Team Participation:

- CAD/Mobile Core Teams
- Mobile Subject Matter Experts
- Project Manager

Prerequisites:

- Completion of all Pre-Cutover Testing
- Completion of all end-user training designated by the Customer as being required for "go-live"
- System configuration is set and final data conversion (if required) activities are planned
- Final CAD/Mobile Cutover Plan developed and approved

Deliverables:

Agenda Item #11.2

- Mark43 on-site services

Mark43 Responsibilities:

- Provide above noted resources to attend Readiness Review meeting

Customer Responsibilities:

- Provide above noted resources to attend Readiness Review meeting
- Provide final "go-live" approval

Completion Criteria:

This task is considered complete upon conclusion of the Readiness Review meeting and documentation of Customer approval to commence with Subsystem Cutover.

44. CAD/Mobile Cutover

Once Mark43 and the Customer have held the Readiness Review meeting, Mark43 will certify the CAD/Mobile as operational and ready for cutover. The final decision for cutover to live operations ultimately rests with the Customer. The parties intend to cutover CAD/Mobile systems at the same time. Upon CAD/Mobile Cutover, Mark43 personnel will assist the Customer in placing CAD/Mobile into productive use. Mark43 personnel will be on-site at least one (1) day prior to live operations and will provide post-live support (remotely, and potentially on-site, based on mutual agreement).

Customer technical personnel must be present to provide support for the system. Customer training personnel and core team members will be scheduled to provide knowledgeable Customer support to all shifts during the first few days after cutover to live operations. Mark43 will work with the consortium to determine increased staffing following cutover.

Mark43 Team Participation:

- Client Solutions Manager
- Client Solutions Associate(s)
- Support Team Representative(s)

Customer Team Participation:

- CAD/Mobile Core Teams
- Mobile Subject Matter Experts
- Project Manager(s)
- IT Resources
- Superusers

Prerequisites:

- Completion of all prior projects tasks
- Completion and acceptance of the Cutover Plan
- Completion of the Readiness Review meeting

Agenda Item #11.2

Deliverables:

- Mark43 on-site support services for one (1) week during cutover
- Additional onsite support following cutover, if mutually agreed upon

Mark43 Responsibilities:

- Assist the Customer staff in placing CAD into production status
- Monitor the operation of CAD and answer any questions raised by the Customer
- Assist the staff in using the system
- Assist the technical staff in supporting the system
- Provide remote support following on-site cutover support

Customer Responsibilities:

- Place the software into production and begin operational use in consultation with Mark43
- Provide technical staff to support the system
- Provide Superuser staff to answer end-user questions, in conjunction with the Mark43 staff
- Provide a detailed list of any questions or issues that still require explanation or resolution by Mark43 at the end of each day

Completion Criteria:

This task is considered complete when the Customer agrees that the CAD/Mobile cutover has successfully occurred.

45. CAD/MOBILE 30-Day Performance and Reliability Test

Per the Acceptance Test Plan in Attachment F, the Mark43 CAD/MOBILE and RMS/AFR will undergo a 30-day Performance and Reliability Test during which the System will maintain the standards identified in Attachment F. The test will commence upon cutover of the second Subsystem to live production use (presumed to be RMS/AFR). See the Acceptance Test Plan for a description of the Reliability Criteria testing, definitions of error types, and the plan to remedy found errors.

The Customer is responsible for maintaining a log of any discovered problems. The log should contain detailed information as to the sequence of events leading up to the problem, time of day, node name or unit involved, and other such pertinent details. Mark43 is responsible for remedying found errors per the Acceptance Test Plan in accordance with Attachment F.

At the conclusion of the test, Mark43 will provide the Customer a final summary report documenting all issues that occurred during the 30-Day test period, as well as the resolution activities for the issues.

Mark43 Team Participation:

- CAD Business Analysts
- Interface Lead
- Project Manager

Customer Team Participation:

- CAD Core Team

Statement of Work

Page 57

Agenda Item #11.2

- Mobile SME
- Mapping/GIS Lead
- Project Manager

Prerequisites:

- Cutover to live operations of the CAD/MOBILE system

Deliverables:

- Mark43 remote services
- Final summary report documenting all issues that occurred during the thirty (30) Day Performance and Reliability period, as well as the resolution activities for the issues

Mark43 Responsibilities:

- Address and/or correct System errors per the appropriate resolution identified in Attachment F of the Agreement

Customer Responsibilities:

- Use and monitor the System in a production environment
- Maintain log of problems found
- Contact Mark43 personnel in a timely manner in the event of system problems or failures

Completion Criteria:

This task is considered complete after the System successfully passes the 30-day test per the Acceptance Test Plan in Attachment F.

Agenda Item #11.2

Attachment A: Initial Project Schedule

Group of Tasks	Tasks	Start Date	End Date	Predecessors	Duration
Initial System Level Project	Contract Signed	01/23/17	01/23/17		1d
	Project Kick-Off Meeting	01/31/17	02/01/17	2FS +5d	2d
	Project Schedule Review	02/01/17	02/01/17	3SS +1d	1d
	System Delivery and Installation	09/18/17	09/18/17	43, 22	1d
RMS Implementation Tasks	Project "Closure"	09/18/17	09/18/17	43, 22	1d
		08/04/17	08/04/17	22	1d
	RMS Department Assessment	02/09/17	02/17/17	3FS +5d, 4FS +5d	7d
	RMS Interface Control Document Submittal	02/20/17	03/10/17	8	15d
	RMS Data Conversion Study	02/20/17	03/31/17	8	30d
	RMS Interface Development	02/20/17	04/14/17	8	40d
	RMS Integration and Testing	04/17/17	05/19/17	10FS +10d	25d
	RMS Test/Training Environments	05/22/17	05/26/17	11, 12	5d
	RMS Cutover Plan	04/17/17	04/28/17	8, 10FS +10d	10d
	RMS Product Documentation	05/22/17	06/02/17	11, 12	10d
	RMS Tenant Creation	05/29/17	06/02/17	13	5d
	RMS Parallel Processing	06/07/17	06/27/17	16FS +2d	15d
	RMS Admin Training	06/07/17	06/13/17	16FS +2d, 17SS	5d
	RMS Superuser Training	06/14/17	06/27/17	18	10d
	RMS Policy/General Orders Review	05/22/17	06/02/17	11, 12	10d
	RMS Cutover Readiness Review	07/27/17	07/31/17	14FS +2d, 20FS +5d, 19FS +21d	3d

Agenda Item #11.2

CAD Planning and Initiation Phase (Implementation Tasks)		08/01/17	08/03/17	21	3d
CAD System Development and Demonstration Phase (Implementation Tasks)		05/18/17	05/18/17	24, 25, 26, 27, 28, 29, 30	1d
CAD Department Assessment	02/09/17	02/17/17	3FS +5d, 4FS +5d	7d	
CAD Receive Map Data for Initial Map Build	02/21/17	02/21/17	24FS +1d	1d	
Process Map Data for Initial Map Build	02/22/17	04/25/17	25	45d	
Map Validation Workshop	04/27/17	05/01/17	26FS +1d	3d	
CAD Interface Control Documentation Review and Submittal	05/08/17	05/08/17	24, 25, 26SS, 27FF +5d	1d	
CAD Data Conversion Study Checkpoint	02/22/17	03/14/17	24, 25	15d	
	05/16/17	05/17/17	24FS +5d, 25FS +5d, 26FS +5d, 27FS +5d, 28FS +5d, 29FS +5d	2d	
CAD System Development and Demonstration Phase (Implementation Tasks)	06/20/17	06/20/17	36FS +1d	1d	
CAD System Build	02/22/17	05/16/17	24, 25	60d	
CAD First Responder App System Build	02/22/17	05/16/17	24, 25	60d	
Checkpoint	05/17/17	05/19/17	23FF, 32, 33	3d	
CAD Functionality Review	06/01/17	06/16/17	34FS +8d	12d	
CAD First Responder App Functionality Review	06/01/17	06/16/17	34FS +8d	12d	

Agenda Item #11.2

CAD System Integration and Test Phase (Implementation Tasks)		08/23/17	08/23/17	41FS +1d	1d
CAD User Acceptance Testing	06/01/17	06/21/17	34FS +8d		15d
CAD First Responder App User Acceptance Testing	06/01/17	06/21/17	34FS +8d		15d
CAD Integration and Testing	05/25/17	07/05/17	34FS +3d, 46FF		30d
CAD Parallel Processing	08/11/17	08/21/17	35FS +10d, 36FS +10d, 38FS +10d, 39FS +10d, 40FS +10d, 47FS +21d		7d
CAD First Responder App Parallel Processing	08/11/17	08/21/17	35FS +10d, 36FS +10d, 38FS +10d, 39FS +10d, 40FS +10d, 47FS +21d		7d
CAD Deployment Phase (Implementation Tasks)		09/15/17	09/15/17	51FS +1d	1d
CAD Policy/General Orders Review	07/05/17	07/05/17	38FF +10d, 39FF +10d		1d
COMS Configuration	08/11/17	08/11/17	41SS		1d
Final Map Roll	06/16/17	06/16/17	35FF, 36FF, 30		1d
CAD/First Responder App Superuser Training	07/06/17	07/12/17	39FS +10d, 38FS +10d		5d
CAD Product Documentation	08/25/17	08/25/17	37FS +1d		1d
Cutover Plan	08/29/17	09/04/17	37, 48FS +1d		5d
CAD Readiness Review	09/07/17	09/11/17	49FS +2d		3d
CAD Cutover	09/13/17	09/13/17	44FS +10d, 50FS +1d		1d

Agenda Item #11.2

Attachment B: Reserved

Agenda Item #11.2

Attachment C: Interface Descriptions

Interface	Anticipated LOE (Contractor Hours)	Hourly Rate	Interface Cost	Comments
(11) Stencil Recording	Low 192	150	\$28,800	160 development days / 50 testing /
(15) Netclock	Low 192	150	\$28,800	
(28) CalGangs	Low 192	150	\$28,800	
(29) Megan's Law	Low 192	150	\$28,800	
(30) Document Imaging	Low 192	150	\$28,800	
(1) Alphanumeric Paging	Medium 378	156	\$58,800	
(12) ePCR Solutions (in general)	Medium 378	156	\$58,800	
(13) FireHouse	Medium 378	156	\$58,800	
(14) Zoll	Medium 378	156	\$58,800	
(16) Palantir	Medium 378	156	\$58,800	
(18) CopLogic	Medium 378	156	\$58,800	
(2) ComTech	Medium 378	156	\$58,800	
(20) ALPR (3M PIPS)	Medium 378	156	\$58,800	
(21) Los Angeles Mass Casualty Incident CAD Interface (under development)	Medium 378	156	\$58,800	
(22) TeleStaff (for Fire)	Medium 378	156	\$58,800	
(24) CrossRoads (traffic citations)	Medium 378	156	\$58,800	
(25) Omega	Medium 378	156	\$58,800	
(26) FileOnQ	Medium 378	\$0	\$0	Included as part of the Mark43 base contract
(27) LaserFiche	Medium 378	156	\$58,800	
(3) WestNet (First-In)	Medium 378	156	\$58,800	
(7) Power911	Medium 378	156	\$58,800	
(8) Cassidian Reverse911	Medium 378	156	\$58,800	
(9) Pixel	High 512	156	\$58,800	
(10) AVL (vendor: GST)	High 512	\$0	\$0	
(17) Coplink	High 512	173	\$88,800	

Agenda Item #11.2

(19) CAD-to-CAD (general experience)	High	512	173	\$88,800	
(23) AutoCite / Phoenix (parking citation import)	High	512	173	\$88,800	Included as part of the Mark43 base contract
(4) JDIC	High	512		\$0	Included as part of the Mark43 base contract
(5) CLETS	High	512		\$0	Included as part of the Mark43 base contract
(6) Vesta	High	512		\$0	Included as part of the Mark43 base contract
	Total Interface Development Cost			\$1,410,000	

Agenda Item #11.2

Attachment D: Training Curriculum

(to be developed by Mark43 and the consortium during implementation)

Agenda Item #11.2

Attachment E: Public Safety System Specifications

<u>For the MDC-Based Workstations</u>	Windows 7 Professional, 64-bit I3 or Greater Processor 4GB RAM 80GB Hard Drive 1024 x 768 Resolution Centronics Port for Printing (if appropriate) Network Connection (4G LTE) Touch Screen Preferred
<u>For the Map Maintenance Workstation</u>	Quad-core Intel Processor 4GB RAM Single 16x DVD-ROM Single 256GB SSD Disk Drive 2,512MB NVIDIA Quadro NVS 310, 4MON Gigabit Ethernet Controller Two (2) Professional 24-inch Monitors
<u>For CAD Workstations</u>	Single, Quad-Core Intel Processor 4GB RAM 250GB Hard Drive 2, 512 MB NVIDIA Quadro NVS 310, 4MON 2 Flat Screen 24" Monitors Gigabit Ethernet Controller External Speakers
<u>For RMS Workstations</u>	Single, Quad-Core Intel Processor 4GB RAM 80GB Hard Drive 1024 x 768 Resolution Monitor of At Least 1024 x 768 Resolution

Agenda Item #11.2

Attachment F: Acceptance Test Plan

(to be developed by Mark43 and the consortium during implementation)

Agenda Item #11.2

AGREEMENT BETWEEN THE CITY OF HAWTHORNE AND CIT COM, INC.

FOR IMPLEMENTATION ASSISTANCE

This agreement for project management services is made and entered into this 14th day of February, 2017, by and between the City of Hawthorne (hereinafter called "CLIENT"), and Cit Com, Inc. (hereinafter called "Consultant").

RECITALS

A. The CLIENT requires independent project management and oversight of the mark43 CAD/RMS/Mobile implementation.

B. Consultant has the professional qualifications and experience to provide such services and CLIENT desires to retain the Consultant for such services in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. SERVICES TO BE PERFORMED. The CLIENT hereby retains Consultant, and Consultant hereby accepts such engagement, to provide implementation assistance services. Consultant's duties and responsibilities shall include, but not be limited to, the services defined in the attached statement of work.

2. OBLIGATION OF CLIENT. CLIENT shall provide Consultant with all pertinent data, documents, information, necessary equipment and supplies, and other clerical assistance as CLIENT determines to be appropriate for the proper performance of Consultant's services.

3. COMPENSATION AND PAYMENT. CLIENT shall pay Consultant compensation at the rate of: Two Hundred Dollars (\$200) per hour for project management

Agenda Item #11.2

services provided by Cit Com, Inc personnel, and One Hundred and Ten Dollars (\$110) per hour for any authorized subcontracted project management service providers, not to exceed a total of Two Hundred Sixty Two Thousand and Eighty Dollars (\$262,080) without prior CLIENT approval. Consultant shall submit monthly invoices to CLIENT for the services performed, identifying individual tasks and hourly consumption. Invoices shall be submitted to Captain Mike Ishii (per Section 13). CLIENT shall make payments to Cit Com, Inc. (Employer Identification Number: 88-0456338) within thirty (30) days after receipt of the invoice, subject to a 5% late fee if received more than forty five (45) days after receipt of the invoice.

4. INDEMNIFICATION. Consultant agrees to indemnify, defend and hold harmless the CLIENT, elected officials and each member thereof, and every CLIENT employee, and volunteer of the CLIENT, from any liability or financial loss. The duties set forth in this Section shall survive termination of this Agreement.

5. INSURANCE. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy of commercial automobile liability insurance covering comprehensive vehicle liability including bodily injury, personal injury, uninsured motorist, medical payments, collision and property damage in compliance with California law with \$1,000,000 coverage per accident for bodily injury and property damage. Additionally, Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy of Commercial General Liability insurance with \$1,000,000 coverage per incident.

Agenda Item #11.2

Such insurance policies shall provide that the insurance coverage shall not be canceled, reduced or otherwise modified by the insurance carrier without the insurance carrier giving the CLIENT thirty (30) days prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify any insurance coverage required by this Agreement.

At all times during the term of this Agreement, Consultant shall maintain on file with the CLIENT a certificate of insurance or other document acceptable to the CLIENT's Risk Manager, showing that the aforesaid policy is in effect in the amount above provided that the policy cannot be reduced or cancelled except on thirty (30) days notice by the insurance carrier to the CLIENT. Consultant must provide certification to the CLIENT Clerk within thirty days of the effective date of the Agreement and must have coverage in effect prior to commencing the performance of work under this Agreement.

6. WORK PRODUCT. All products of consulting, including, without limitation, any copywritable works, ideas, discoveries, inventions, patents, products, videos, graphics, scripts, or other information (Collectively, the "work product") developed in whole or in part by Consultant in connection with this Agreement shall be the exclusive property of CLIENT. Upon request of CLIENT, Consultant shall sign all documents requested by CLIENT to confirm or perfect the exclusive ownership of CLIENT of the work product. Release of any documentation identified, unless subject to mandatory disclosure pursuant to the State's Public Records Act, as confidential shall not be released to external entities without the expressed written consent of Consultant. Any work product in the possession of Consultant shall be delivered to CLIENT at least ten (10) days prior to the termination of this Agreement.

Agenda Item #11.2

7. INDEPENDENT CONSULTANT. Consultant is not an employee of the CLIENT and shall have no power to incur any debt, obligation or liability on behalf of the CLIENT. Consultant is not entitled to any benefits paid or given to employees of the CLIENT.

8. TERMINATION FOR CONVENIENCE. CLIENT or Consultant may terminate this Agreement at any time without cause by giving fifteen (15) days written notice of such termination to the non-terminating party, and by specifying the effective date thereof. If this Agreement is terminated by CLIENT or Consultant as provided herein, Consultant shall be paid for its services rendered to CLIENT as of the date of termination.

9. TIME OF COMMENCEMENT AND PERFORMANCE. Consultant shall commence its services under this Agreement upon receipt of a notice to proceed from CLIENT which shall represent the CLIENT's consent to execute all of the provisions and inclusions of this Agreement. Consultant shall complete the performance of services required by this Agreement as directed in writing by the designated CLIENT Project Manager. Any adjustment to this performance deadline shall be made only by prior written agreement between the parties.

10. TERM. This Agreement shall commence on February 14, 2017, and shall remain valid unless otherwise terminated pursuant to Section 8 of this Agreement.

11. ASSIGNMENT. This Agreement covers services of a unique and specific nature. This Agreement may not be assigned, in whole or part, without the prior written consent of CLIENT.

12. AMENDMENT. This Agreement may be amended by the CLIENT, subject to the consent of both parties.

Agenda Item #11.2

13. NOTICE. Written notices to the Consultant shall be given by United States mail, postage prepaid, and addressed to: Cit Com, Inc., Attention: William Romesburg, PO Box 890513, Temecula, California 92589-0513. Written notices to the CLIENT shall be given by United States mail, postage prepaid, to the attention of Mike Ishii (Captain), City of Hawthorne Police Department, 12501 Hawthorne Blvd, Hawthorne, CA 90250.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire Agreement between the parties.

Agenda Item #11.2

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year written alongside their signature line below.

CONTRACTOR:

Executed as of:

CIT COM, INC

February 14, 2017

By:



Name: William Romesburg

Title: Managing Partner

Executed as of:

CITY:

February 14, 2017

CITY OF HAWTHORNE, CALIFORNIA

By:

Arnold Shadbehr,
City Manager

Statement of Work

Implementation Assistance

Having assisted the consortium during acquisition and contract development, we are uniquely qualified to assist with the implementation phase. The proposed scope is intended to leverage our experience with the consortium, Mark43, and implementing multijurisdictional systems for the past two decades. The specific tasks undertaken during any given monthly period may be adjusted by the designated Project Director (Captain Ishii) or his designee. Each month, Cit Com would submit an invoice reflecting the specific tasks undertaken during the preceding period. Prior to the Mark43 Project Kickoff, Cit Com would establish a permanent Microsoft SharePoint website for the consortium to use as the project's library and central hub for stakeholder communication.

Task 5-1: Facilitate Interlocal Agreement Finalization

The consortium has developed the framework for an Interlocal Agreement that will govern the relationship amongst the consortium participants (and Mark43) during implementation and beyond. The specific agreement language would require the development of several controlling exhibits, including: cost-sharing formulas, stakeholder roles and responsibilities, and a long-term plan for sustainment. Cit Com would facilitate meetings with the key stakeholders, and prepare the relevant exhibits in draft and final form.

Deliverables:

- Cost-Sharing Agreement
- Stakeholder Roles and Responsibilities
- Sustainment Plan

Task 5-2: Revise Project Planning Documents

Cit Com prepared the original acquisition Project Charter and Business Case documents in 2014. The documents should be combined and updated to align with implementation activities (as currently written, both documents are geared toward acquisition), based in part on the Mark43 Statement of Work (SOW).

Deliverables:

- Implementation Project Plan

Agenda Item #11.2

Task 5-3: Provide Project Scheduling Assistance

Cit Com would work with consortium stakeholders and Mark43 to develop a detailed internal¹ project schedule (in MS Project 2010) that would include the following:

- Mark43 Tasks and Activities
- Consortium Tasks and Activities
- Application Development
- Physical Site Planning
- Networking and Interfaces
- End User and Sys-Admin Training
- Operational Planning
- System Testing/Control Procedures
- Data Conversion and Implementation
- Interface Development/Testing
- Operational Documentation
- Acceptance Testing
- Contract Management

Cit Com would identify various tasks and subtasks within each of these sections. Target dates for the completion of each task and subtask would be established, and responsibilities for the successful attainment of these dates would be assigned. Cit Com would update the MS Project file on a monthly basis (or more frequently, as conditions warrant).

Task 5-4: Provide Functional Expertise and Objective Analysis

As the implementation proceeds, Cit Com will provide the consortium with our functional expertise and objective viewpoint regarding the products and implementation progress. Cit Com would advise consortium personnel and Mark43 on how to resolve functional problems as they are encountered during implementation (to avoid change orders and preserve end-user expectations). In addition, Cit Com would advise the consortium as to the appropriate priorities that should be assigned to newly proposed system additions, or scope of work changes that may be necessary from time to time. It is important that the relative priority for these changes be carefully considered due to the impact on the system resources and development already committed or underway.

Task 5-5: Change Management

Cit Com would prepare and maintain an Organizational Change Management Plan that would define the consortium's approach toward identifying and mitigating technical and business changes

¹ To be clear, the Mark43 Project Schedule only covers Mark43 tasks and responsibilities.

Agenda Item #11.2

associated with the implementation. Cit Com would review initial and ongoing preparedness amongst the business and stakeholder groups (including internal and external entities), making recommendations as appropriate. Cit Com would assess the stakeholder groups, their roles and responsibilities as they relate to the project and the change management framework and interactions with one another. Cit Com would provide a recommended Change Management Structure, comprised of: 1) Technical and Business Analysts (specific consortium employees whose area of responsibility is impacted by the Mark43 solution), and; 2) A Change Management Governing Body (comprised of decision makers, responsible for rendering gap closure decisions). In addition to defining the procedures for submitting a proposed change, Cit Com would also attend meeting with the Change Management Governing Body to present requests, and obtain decisions. For approved changes, Cit Com will prepare the associated change order in the Mark43 agreement, and obtain authorization signatures from both the consortium and Mark43.

Deliverables:

- Change Management Methodology and Plan
- Change Orders (when approved by the Governing Body)

Task 5-6: Quality Control and Contract Compliance

Cit Com would ensure that both the consortium and Mark43 adhere to the contract terms and conditions. Cit Com would review and advise the consortium on potential out-of-scope issues; assist in addressing potential contractual conflicts; assist with reviewing and approving deliverables and payment milestones; and prepare correspondence on behalf of the consortium, as appropriate and whenever requested.

Cit Com will track Mark43's adherence to the contract throughout the implementation and independently review in-process and completed deliverable documents for each milestone, focusing on the following:

Contract Compliance Elements:

- Adherence to the Statement of Work.
- Adherence to the Project Plan.
- Adherence to Contract terms and conditions.
- Reviewing interface control documents to ensure compliance with the contract.
- Adherence to the data conversion options and review of the data conversion plan.
- Assist with execution of the contract by ensuring both parties adhere to the project plan.
- Participate in conference call meetings to discuss any issues with contract compliance.

In-Process Deliverables:

- Determination as to whether-in process deliverables are on schedule.

Agenda Item #11.2

- Identification of any changes in the scope or direction of project deliverables, and evaluation of any changes for adequate documentation.
- Evaluation of in-process deliverables for consistency with identified business and system requirements.
- Evaluation of in-process deliverables to determine whether the deliverables meet the needs of subsequent phases.

Mark43-Completed Deliverables:

- Completed deliverables to be delivered on schedule.
- Completed deliverables to be consistent with identified business and system requirements.
- Completed deliverables to be comprehensively and adequately documented.
- Evaluation of completed deliverables to determine if the deliverables meet the needs of subsequent phases.
- Evaluation of any omitted scope (or functionality) for adverse consequences due to the omission.

Deliverable documents to be reviewed include those identified in the Requirements, Design, Test Plans, and Implementation Plan documents, as well as other significant deliverables to be provided by either Mark43 or the consortium's project team (e.g., Project Work plan, Communication Plan, and Deployment Plan).

Task 5-7: Assist in the Functional Design Process

Cit Com would assist the project management team in the review and finalization of application and interface functionality with the Mark43 solution. Cit Com would attend the scheduled design review sessions and ensure that detailed design documents are complete and represent the functionality agreed upon between the consortium and Mark43.

Task 5-8: Risk Management

In addition to providing an initial risk management assessment (including the identification of all known and triaged implementation risks, with mitigation strategies), Cit Com will also provide monthly risk management updates, throughout the implementation. This task is an extension of the work Cit Com conducted during the initial Project Charter development.

Task 5-9: Prepare System Test and Acceptance Plan

Cit Com will assist the project management team and Mark43 in the preparation of a detailed system test and acceptance plan. Our assistance will include the following:

Task 5-9.1: Assist in Developing the Testing Approach

In conjunction with Mark43, Cit Com will assist the project team in preparing a comprehensive Test Plan for the new systems. Based on the unique capabilities of the system, the order and

Agenda Item #11.2

precedence of system testing would be defined. An overall schedule and estimate of time required to complete system testing will be developed, and relationships between tests will be identified (i.e., which tests must be successfully completed in order to continue testing).

Task 5-9.2: Assist in Developing the Acceptance Plan

Based on the contract requirements, Mark43's response to the RFP, system capabilities, and contractual performance requirements, a detailed Acceptance Plan will be developed identifying the steps and coordination necessary to accomplish system acceptance.

The Acceptance Plan should include the following information for each recommended test:

- Test Description
- Source Requirements or Specification
- Required Test Data, Equipment and Personnel
- System Configuration for Test
- Test Schedule and Time Requirements
- Special Requirements for Testing
- Expected Results
- Range of Acceptable Limits for Results
- Forms for Logging Results
- Certification of Completion

Task 5-10: Training Comprehension Assessment

Upon the completion of end-user training, Cit Com would survey end-users regarding their training experience to assess their comprehension of the material, and to solicit feedback regarding positive and negative training experiences. In the past, agencies have found the information useful, as it enabled them to calibrate their training according to the unique needs of their personnel. In addition, the feedback provides important information regarding the best use of refresher training.

Deliverables:

- Training Comprehension Survey and Results

Task 5-11: Review Mark43 Documentation

Cit Com would review Mark43 documentation for completeness and identification of test points. Cit Com would also recommend additional documentation required for the consortium to repeat testing or verify measurements on a periodic basis.

Agenda Item #11.2

Task 5-12: Assist with Final System Design and Installation

After completion and approval of the functional design document, the focus of the project would then be on ensuring that all components of the system are coordinated and installed according to the final system design. Cit Com would document operational and control procedures, as needed, and assist the project management team with resolving design and installation issues.

Task 5-13: Assist with Mock Go Live Activities

Cit Com would assist with the Mock Go Live activities by undertaking the following tasks:

- Identity the goals and objectives of the CAD and RMS Mock Go Live events, thereby establishing a pass/fail scenario.
- Identify the roles and responsibilities of the participants.
- Preparing a detailed schedule of Mock Go Live activities (in addition to an agenda, the schedule would also include an hour by hour breakdown of the tasks and interdependencies associated with the event).
- Schedule the participation and responsibilities of both internal and external partners.
- Document the decisions made during the process, as well as the outcome.
- Facilitate a post CAD Mock Go Live meeting with Mark43 and the consortium participants, thereby assisting in the "Go/No Go" decision-making process.

Task 5-14: Assist with Cutover/Go-Live Preparations

Cutover requires a significant degree of preparation (particularly with consortium projects, and those which involve multiple agencies), most importantly a detailed hour-by-hour set of technical, business, training, tasks and interdependencies. Having assisted many police and fire agencies with preparing for cutover to new systems, Cit Com would provide best practices and a detailed schedule of events to maximize the efficiency (and success) of cutover. Cit Com would provide a draft to the consortium and Mark43, as well as a revised final version.

Task 5-15: Post Installation Verification

Working with the consortium personnel, as well as external stakeholders, Cit Com would review each application after its installation to ensure that the system satisfies the requirements specified in the Mark43 contract. Cit Com would review the documented results of acceptance testing and remaining software problem or "punch" lists as well as interview key user and technical personnel. We also would prepare end-user satisfaction surveys for distribution, prior to final acceptance.

Agenda Item #11.2



Customer Name	Miami Gardens Police Department
Customer Address	18611 NW 27th Ave
	Miami Gardens, FL 33056

Created Date	November 14th, 2019
Quote Expiration	December 14th, 2019
Payment Terms	Net 30

Mark43 Maintenance and Professional Services	
Payment Due Date	Price
Invoiced on Project Kickoff	\$131,550
Maintenance Services Fee due on October 15, 2020	\$210,900
Maintenance Services Fee due on October 15, 2021	\$210,900
Maintenance Services Fee due on October 15, 2022	\$210,900
Maintenance Services Fee for Year One of the Renewal Term Option Period, if exercised, due on October 15, 2023	\$210,900
Maintenance Services Fee for Year Two of the Renewal Term Option Period, if exercised, due on October 15, 2024	\$210,900
Total Fees:	\$1,186,050

This is an indicative quote based on current Mark43 assumptions about the scope and complexity of the project. Mark43 reserves the right to modify the quote for any reason.

1

CONFIDENTIAL

Agenda Item #11.2



Mark43 Maintenance Services Fees - Price Breakdown	List Price	Offered Price (Annual)	Offered Price (One-Time)
Mark43 RMS	\$247,200	\$111,240	N/A
Mark43 CAD	\$181,200	\$99,660	N/A
Mark43 Data Lake	\$20,000	\$0	N/A
Mark43 BI Suite	\$20,000	\$0	N/A
Subtotal - Mark43 Maintenance Services Fee:	\$468,400	\$210,900	N/A

Mark43 Professional Services Fees - Price Breakdown	List Price	Offered Price (Annual)	Offered Price (One-Time)
Data Migration (RMS Enterprise Data Migration {Does Not Include Property & Evidence})	\$150,000	\$0	\$35,000
Implementation Services	-	\$0	\$10,000
Support and Maintenance - Mark43 Application Maintenance	-	\$0	\$0
Support and Maintenance - Interfaces	\$18,000	\$0	\$0
Interface Development: Genetec Cameras	\$25,000	\$0	\$11,250
Interface Development: LexisNexis Crime & Persons Data Search	\$25,000	\$0	\$11,250
Interface Development: ShotSpotter	\$25,000	\$0	\$11,250
Interface Development: Apprisse eCrash	\$25,000	\$0	\$11,250
Interface Development: Police To Citizen Capability - Website PDF	\$25,000	\$0	\$11,250
Interface Development: Thinkstream (County Arrest Form)	\$25,000	\$0	\$11,250
Interface Development: Tracker Products (Prop & Evid)	\$50,000	\$0	\$22,500
Interface Development: Live Earth	\$25,000	\$0	\$11,250
Interface Development: IA Pro	\$25,000	\$0	\$0

This is an indicative quote based on current Mark43 assumptions about the scope and complexity of the project. Mark43 reserves the right to modify the quote for any reason.

2

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Agenda Item #11.2



Credit (IA Pro Allocation)	-	\$0	(\$15,500)
Subtotal - Mark43 Professional Services Fees:	\$418,000	\$0	\$130,750

Partner Product or Professional Services - Price Breakdown	List Price	Offered Price (Annual)	Offered Price (One-Time)
Mark43 CAD Data Exchange (CommSys ConnectCIC)	\$9,744 (Annually) + \$800 (One-Time)	\$0	\$800
Subtotal - Mark43 Maintenance Services Fee:	-	\$0	\$800

This is an indicative quote based on current Mark43 assumptions about the scope and complexity of the project. Mark43 reserves the right to modify the quote for any reason.

3

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Agenda Cover Memo

Meeting: City Council - Jan 08 2020

19-182

Department	Sponsored By
Police Department	City Manager

Agenda Item Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACCEPTING A NINETY-NINE THOUSAND NINE HUNDRED AND ELEVEN DOLLARS AND FIFTY-THREE CENTS (\$99,911.53) PROJECT SAFE NEIGHBORHOODS GRANT AWARD FROM THE DEPARTMENT OF LAW ENFORCEMENT OFFICE OF CRIMINAL JUSTICE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS RELATED TO THE ACCEPTANCE OF THIS AWARD; PROVIDING FOR THE ADOPTION OF REPRESENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary

The Miami Gardens Police Department (MGPD) applied for and has been awarded Project Safe Neighborhoods grant funding from the Department of Law Enforcement, Office of Criminal Justice; in the amount of 99,911.53.

The United States Attorney's Office of the Southern District of Florida has identified the City of Miami Gardens as a Targeted Enforcement Area (TEA). Violent crimes remains prevalent in South Florida and the effects of it diminishes the quality of life of residents, visitors and those working within the City. The MGPD will use the grant funds to: reduce, prevent and prosecute violent criminal offenders; reduce the number of youthful and adult violent offenders in our TEA; provide gun violence data and identify at risk youth for referral to the Circle of Brotherhood organization; utilize COMPSTAT data and reports to develop operational plans within our TEA's, to reduce occurrences of violent crimes; utilize investigators to stay in touch with victims and witnesses of violent crimes to ensure their compliance with all court related activities, and reimburse any overtime costs generated by MGPD personnel.

Fiscal Impact

This grant does not require a match from the City and funds will be reimbursed to the City by the United States Attorney's Office of the Southern District of Florida, and will not exceed the amount awarded of \$99,911.53.

Recommended Action

Agenda Item #11.3

It is recommended that the City Council authorize the City Manager to execute the PSN grant in the amount of \$99,911.53.

Attachments

[Exhibit A - Grant Application](#)
[RESOLUTION - PSN Grant Acceptance](#)

Application for Funding Assistance

Florida Department of Law Enforcement
PSNS - Souther District of Fl.

Section 1: Administration

Subgrant Recipient

Organization Name: City of Miami Gardens
County: Dade

Chief Official

Name: Oliver Gilbert
Title: Mayor
Address: 18605 Northwest 27th Avenue
City: Miami Gardens
State: FL **Zip:** 33056-3106
Phone: 305-622-8000 **Ext:** 2791
Fax:
Email: ogilbert@miamigardens-fl.gov

Chief Financial Officer

Name: Mirtha Dziedzic
Title: Finance Director
Address: 18605 NW 27 Ave
City: Miami Gardens
State: FL **Zip:** 33056-7106
Phone: 305-622-8000 **Ext:** 2400
Fax:
Email: mdziedzic@miamigardens-fl.gov

Application for Funding Assistance

Florida Department of Law Enforcement
PSNS - Souther District of Fl.

Section 1: Administration

Implementing Agency

Organization Name: Miami Gardens Police Department
County: Dade

Chief Official

Name: Delma Noel-Pratt
Title: Chief of Police
Address: 18611 Northwest 27th Avenue
City: Miami Gardens
State: FL **Zip:** 33056-3106
Phone: 305-474-1400 **Ext:**
Fax: 305-474-1489
Email: delma.noelpratt@mgpdfi.org

Project Director

Name: Gary Smith
Title: Major
Address: 18611 NW 27th Avenue
City: Miami Gardens
State: FL **Zip:** 33056-3106
Phone: 305-474-1511 **Ext:**
Fax:
Email: Gary.smith@mgpdfi.org

Application for Funding Assistance

Florida Department of Law Enforcement
PSNS - Souther District of Fl.

Section 1: Administration

Section Questions:

Question: Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with the Department of Homeland Security (DHS) or Immigrations and Customs Enforcement (ICE)?

Answer: Yes

Question: Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

Answer: Yes

Question: If yes to either #1 or #2, describe each practice AND provide a copy of each law or policy to criminaljustice@fdle.state.fl.us.

Answer: It is the practice and policy of the Miami Gardens Police Department (MGPD) to assist all other agencies whenever possible. Per MGPD policies, Arrest Procedures (Chapter 18.1) and Department of Homeland Security-Immigration & Customs Enforcement (Chapter 18.4), sworn MGPD personnel are not to seek to or arrest an individual for violation of United States immigration laws.

However, if during the normal performance of duties, an officer encounters an individual in apparent violation of United States immigration laws, the Department of Homeland Security (DHS) is to be advised. The previously mentioned policies comply with section 1373, in that MGPD's employees are not prohibited from sending to, or receiving from, the Immigration and Naturalization Service information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

Application for Funding Assistance

Florida Department of Law Enforcement
PSNS - Souther District of Fl.

Section 2: Project Overview**General Project Information**

Project Title: STOP THE PAIN STOP THE VIOLENCE
Subgrant Recipient: City of Miami Gardens
Implementing Agency: Miami Gardens Police Department
Project Start Date: 10/1/2019 **End Date:** 9/30/2020

Problem Identification

Problem Identification:

The United States Attorneys Office of the Southern District of Florida, has identified the City of Miami Gardens (CMG) as a Targeted Enforcement Area (TEA). Violent Crime remains prevalent in South Florida. The effects of violent crime diminishes the quality of life of residents, visitors and those working within the City of Miami Gardens (CMG). There is a 12% increase year-to-date in homicides comparing 2019 to 2018. Data shows that 37% of these homicides are gang related. These victims are targeted due to their gang affiliation. The data also reveals that some of these gang victims and/or offenders are not residents of the CMG. They reside outside the city limits, residing within the City of Miami, Unincorporated Miami-Dade and Broward Counties.

Gang related violent crime is unique, as each violent crime occurrence perpetuates retaliation shootings. The weaponry used raises the occurrences and effects of collateral damage to additional innocent victims and family members. These investigations pose challenges, as witnesses are less cooperative, fearful of retaliation and have a distrust of law enforcement. Inter-Agency cooperation and intelligence sharing plays a vital role in successfully closing a case. These crimes are time consuming, as the investigative steps needed can exhaust budgeted regular scheduled work hours. With this funding, MGPD will be able to ensure the cooperation of victim and witnesses to stay involved in all Court related activities. The additional funded man-hours will ensure a complete and thorough investigation, and personnel to participate in planned operations to target rises in violent crime in specific grids, and to target identified repeat violent offenders.

At risk youth, violent crime offenders play a significant role in gun violence. Youth crime intervention is an upmost priority for the CMG and MGPD. MGPD has collaborated with our key partners, including several faith-based organizations and public schools, to collaborate in preventative violent crime efforts. MGPD has partnered via a Memorandum of Understanding (MOU) with the Circle of Brotherhood (COB). COB is a local organization and group with the street credibility needed to effectively intervene with groups of troubled youth in our community. The purpose of our collaborative efforts is to make our community a better place to live and reduce violent crime.

Key partners of the strategy are departmental personnel along with our Federal, state and local law enforcement partners, the Miami-Dade State and United States Attorneys offices and public schools, faith based organizations and the COB.

Failure to undergo this initiative will result in the decrease of the quality of life of residents, visitors and workers in the CMG. The economic impact will suppress the business communities desire to operate within the city. There are two major

Application for Funding Assistance

Florida Department of Law Enforcement

PSNS - Souther District of Fl.

Section 2: Project Overview

entertainment facilities within the CMG. Hard Rock Stadium is home to the University of Miami, Miami Dolphins, and numerous live concert performances, International Soccer and other traveling entertainment and sporting endeavors. Calder Racetrack and Casino is a 24-hour, seven days a week gambling entertainment facility. These entertainment venues lure patronage from not only the City Miami Gardens, but also Miami-Dade and neighboring Broward Counties. These two facilities have international recognition and exposure during major events. Failure to prevent and reduce violent crime will negatively impact reputation and revenue. The revenue decrease will reduce the cities operating budget and effect employment opportunities for residents. Lack of employment is a driver in increasing the incidents of violent crime.

Project Summary (Scope of Work)

Project Summary (Scope of Work)

MGPD has achieved its eleventh year of success through the effective deployment of our personnel, and the use of crime trend information provided by our Real Time Crime Center (RTCC) analysts. The information is communicated to our personnel as trends are developed, and through bi-weekly Computer Statistics (COMPSTAT) meetings. The COMPSTAT bi-weekly meetings form a level of accountability for all levels of supervision throughout the Department, as well as the individual policing grid officers. COMPSTAT data is derived from the MGPD Records Management System (RMS).

MGPD has as key partners:

Federal Bureau of Investigation (FBI)

Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)

United States Marshall's Service (USMS)

Drug Enforcement Administration (DEA)

Secret Service (SS)

Miami-Dade State Attorneys Office (MDSAO)

MGPD has agreements with:

Homeland Security Investigations (HSI)

Immigration and Customs Enforcement (ICE)

MGPD has as key research partners the ATF Crime Gun Intelligence Center (CGIC), and analysts with our Key Partners. MGPD uses in house technology to develop leads. The technologies include NIBIN, AFIS, ShotSpotter, Celebrite, E-Trace, LPRs, red light cameras and video surveillance systems.

Data from the implementation of the below deliverables will be analyzed by RTCC analysts to measure performance measures.

Deliverable 1: Prevention

MGPD initiated a Stop the Violence/Stop the Pain (SVSP) campaign whose goal is to reduce the number of youthful and adult violent offenders in our TEA. Departmental personnel including staff will sponsor round table discussions involving community members, students, clergy and survivors of violent crime. The panels focus is to break down barriers, develop strategies, and to hear from those directly affected by violence. The people share their experiences and how their lives have been impacted. MGPD will utilize grant funds to reimburse any overtime costs generated by MGPD personnel. MGPD will produce at monitoring, detailed worksheets, time sheets, and

Application for Funding Assistance

Florida Department of Law Enforcement

PSNS - Souther District of Fl.

finance records of each personnel depicting the costs.

The City of Miami Gardens has recently entered into a Memorandum of Understanding (MOU) with the Circle of Brotherhood (COB). The COB is a local organization and group with the street credibility needed to effectively intervene with groups of troubled youth in our community. The purpose of this MOU is to make our community a better place to live by engaging the COB Peacemaker Gun Violence Initiative Community Transformation program. The program is evidence-based and has successfully been administered in Oakland and Richmond, California, where incidents of violent crime were dramatically reduced. MGPD will provide gun violence data and identify at-risk youth for referral to the COB. Those at-risk youth will participate in a gang and violent crime prevention program. The CMG is funding the efforts of the COB. MGPD will utilize grant funds to reimburse any overtime costs generated by MGPD personnel.

Deliverable 2: Reduce Violent Crime through Enhanced Enforcement

MGPD will use utilize COMPSTAT data and reports to develop operational plans within our TEAs to reduce occurrences of violent crime. The operational plans will focus on current violent crime trends and target those affected TEAs, and target identified violent crime offenders to build criminal cases based on the result of enhanced investigative measures. The operations will focus on covert surveillance and high visibility patrols. MGPD will utilize grant funds to reimburse any overtime costs generated by MGPD personnel. MGPD will produce at monitoring detailed worksheets, time sheets, and finance records depicting the overtime costs of each personnel.

MGPD will utilize investigative and intelligence information to target violent offenders committing violent crimes within our TEA. MGPD will work independently and/or in collaboration with our federal and local partners in these operations. Emphasis will be placed on building cases(s) against repeat violent offenders and refer the prosecution to the United States Attorney or Miami-Dade State Attorneys office for prosecution. MGPD will utilize grant funds to reimburse any overtime costs generated by MGPD personnel. MGPD will produce at monitoring, detailed worksheets, time sheets, and finance records depicting the overtime costs of each personnel.

MGPD will solicit the use of Confidential Informants to assist in targeting drug sales and those offenders involved. Information derived from Crime Stopper tips, MGPDs anonymous tip website and citizen complaints of suspected drug sales will be thoroughly investigated as drug dealing involves violence and dealer related retaliation. MGPD will utilize grant funds to reimburse any overtime costs generated by MGPD personnel.

Deliverable 3: Enhanced Prosecution Efforts

MGPD will utilize investigators to stay in touch with victims and witnesses of violent crimes to ensure their compliance with all court related activities. Steps that will be taken include arranging for transportation to court-related activities, coordination between the Miami-Dade SAO through an MOU and in locating victim and witnesses who may have changed residences during the judicial process. An investigator will address any concerns regarding the victim/witness fears and investigating any posed threats by offenders and/or their associates. MGPD will utilize grant funds to reimburse any overtime costs generated by MGPD personnel.

Application for Funding Assistance

Florida Department of Law Enforcement

PSNS - Souther District of Fl.

Section 2: Project Overview**Section Questions:**

Question: What percentage of the total cost of this project is being funded by sources other than this subaward?

Answer: 0

Question: Have you verified the subgrantee on this award has an active and current SAM.gov registration? Note: Applications cannot be approved until an active SAM registration is acquired.

Answer: Yes

Question: What is the name of the jurisdiction(s) your agency provides service to? i.e. City of Miami, Orange County, etc.

Answer: City of Miami Gardens

Question: At the time of application, what is your agency jurisdiction's most recent UCR Part I Violent Crime Rate?

Answer: 718 per hundred thousand for the crimes of murder, rape, robbery and Aggravated Assault.

Question: Please identify the hotspots within your agency's jurisdiction which are being targeted with this project.

Answer: City of Miami Gardens

Question: Will your agency use evidence-based practices (EBP) in the development and implementation of this program? If yes, provide information regarding the EBPs used in the Problem Identification section of the application.

Answer: No

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice (DOJ) or a pass-through entity under DOJ?

Answer: No

Question: Does the implementing agency receive a single grant of \$750,000 or more from the U.S. Department of Justice (DOJ) or a pass-through entity under DOJ?

Answer: No

Question: In your organization's preceding fiscal year, did your organization receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Application for Funding Assistance

Florida Department of Law Enforcement
PSNS - Souther District of Fl.

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Project Safe Neighborhoods - Southern District

State Purpose Area: G - General Questions

Objectives and Measures

Objective: General Questions - General Questions (required for all subawards)

Measure: 1

Is the subrecipient aware this subaward requires the submission of the supplemental performance report every quarter?

Goal: Yes

Application for Funding Assistance

Florida Department of Law Enforcement

PSNS - Souther District of Fl.

Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

Agenda Item #11.3

Application for Funding Assistance

Florida Department of Law Enforcement
PSNS - Souther District of Fl.

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 113695944

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$99,911.53	\$0.00	\$99,911.53
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$99,911.53	\$0.00	\$99,911.53
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)? No

Application for Funding Assistance

Florida Department of Law Enforcement
PSNS - Souther District of Fl.

Section 4: Financial (cont.)**Budget Narrative:**

MGPD will utilize grant funds to reimburse any overtime costs generated by MGPD personnel as set forth in the Scope of Work. The funding from this allocation will enhance the Stop the Violence/Stop the Pain Strategic Action Plan. The goal of this initiative is to enhance quality of life issues by violent crime prevention, and enhanced enforcement and prosecution of violent crime offenders. The goal of this initiative will be to reduce incidents of violent crime by 10%.

Rate of Overtime Pay and Fringe Benefits

Officer \$77.37

Sergeant \$97.21

Crime Analyst \$46.87

Victim Advocates \$49.89

Officer Overtime: 969 hours @ 77.37/hour = 74,971.53

Sergeant Overtime: 205 hours @ 97.21/hour = 19,928.05

Crime Analysts Overtime: 75 hours @ \$46.87/hour = \$3,515.25

Victim Advocates Overtime: 30 hours @ \$49.89/hour = \$1,496.70

Total Amount \$ 99,911.53

The City of Miami Gardens is responsible for any costs exceeding the grant amount.

Application for Funding Assistance

Florida Department of Law Enforcement
PSNS - Souther District of Fl.

Section 4: Financial

Section Questions:

Question: If allocating funds in the Salaries & Benefits category, will this project result in a net personnel increase, or continue to fund a prior federally funded position?
Documentation must be submitted with your application.

Answer: No

Question: If allocating funds in the Contractual Services category and based on unit costs, provide a definition and breakdown of the costs for each service, including the methodology for the unit cost plan and when it was approved.

Answer: N/A

Question: If allocating funds in the Expense or Operating Capital Outlay categories, indicate the method of procurement for each item (i.e. quotes, competitive bid, sole source, state contract)? Submit a copy of the procurement policy used for grant funded purchases with your application.

Answer: N/A

Question: If allocating funds in the Indirect Cost category, explain the indirect cost rate used.
Documentation, including approved cost plans, must be submitted with your application.

Answer: N/A

PROJECT SAFE NEIGHBORHOODS (PSN), SOUTHERN DISTRICT OF FLORIDA

SUBAWARD STANDARD CONDITIONS

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG), is seeking applications under the Violent Gang and Gun Crime Reduction Program, also known as Project Safe Neighborhoods (PSN). The program furthers the United States Department of Justice (DOJ) mission and violent crime reduction strategy by providing support to state, local, and tribal efforts to reduce violent crime, including but not limited to, felonious firearm crimes and criminal gang violence.

FDLE serves as the State Administering Agency (SAA) for multiple U.S. Department of Justice (DOJ) grant programs, including the Edward Byrne Memorial Justice Assistance Grant and the Residential Substance Abuse Treatment program grant and has extensive experience with subaward management. FDLE has been assigned as the certified Fiscal Agent for the 2018 PSN grants by the U.S. Attorney.

Subrecipients are required to comply with all terms and conditions of the agreement, including state and federal rules, laws, and regulations incorporated by reference. All subawards made by FDLE under this program require compliance with the agreement and the Standard Conditions. The following terms and conditions will become binding upon approval of the subaward.

The subrecipient must submit required programmatic and financial reports and any requested supporting documentation to substantiate eligible activities completed in accordance with the subgrant and program requirements.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with the provisions of this agreement, or failure to perform activities as specified in the agreement will result in corrective action in accordance with 2 C.F.R. § 200 and these conditions, including but not limited to disallowance of project costs, withholding of funds, risk evaluation, and/or project termination.

GENERAL REQUIREMENTS

Any subrecipient, at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to any agreement the DOJ Office of Justice Programs (OJP) considers a "subaward" for purposes of federal grant administrative requirements and therefore does not consider a procurement "contract." [See the OJP website](#) for details of the requirements for authorization of any subaward.

All subrecipients must comply with the financial and administrative requirements set forth in the following documents available on the OJP website:

- The current edition of the [U.S. Department of Justice \(DOJ\) Grants Financial Guide](#)
- The [Consolidated Appropriations Act of 2018](#), which includes information regarding restrictions on use of federal funding
- Federal subaward authorization: <https://ojp.gov/funding/Explore/SubawardAuthorization.htm>
- [Fiscal Year 2018 Project Safe Neighborhoods \(PSN\) Program Guidance](#)

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR § 200):

- Subpart A, Definitions
- Subparts B-D, Administrative Requirements
- Subpart E, Cost Principles
- Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/

- 2 C.F.R. § 175.15(b), Award Term for Trafficking in Persons
- 28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations
- 28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
- 28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
- 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

United States Code: www.gpo.gov/fdsys/

- 34 U.S.C. § 3711 et seq., Omnibus Crime Control and Safe Streets Act of 1968
- 41 U.S.C. § 4712, Pilot program for enhancement of contractor protection from reprisal for disclosure of certain

Agenda Item #11.3

information

- 8 U.S.C. § 1373 Communication between government agencies and the Immigration and Naturalization Service

[State of Florida General Records Schedule](#) GS1-SL for State and Local Government Agencies

State of Florida Statutes:

- Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
- Chapter 119, F.S., Public Records
- Section 215.34(2), F.S., State funds; non-collectible items; procedure
- Section 215.97, F.S. Florida Single Audit Act
- Section 215.971, F.S., Agreements funded with federal or state assistance
- Section 215.985, F.S., Transparency in government spending
- Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

Agenda Item #11.3

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the subrecipient's capitalization threshold or \$5,000.

Fiscal Agent refers to the agency responsible for the administration of the PSN grant programs. FDLE has been assigned as the certified Fiscal Agent for PSN grants.

Grant agreement means a legal instrument of financial assistance as defined by the Code of Federal Regulations, Title 2, Part 200, Subpart A, §200.51.

Improper payment means any payment that should not have been made or was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions).

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part

of a Federal program; FDLE is the authorized non-federal pass-through entity for Florida's PSN grant programs.

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award and subaward (see §§ 200.210(a)(5), "Information contained in a Federal award" and 200.331(a)(1)(iv), "Requirements for pass-through entities").

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also 2 C.F.R. § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by FDLE or an auditor because of an audit finding that 1) resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. § 2, Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (See also: definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal

Agenda Item #11.3

agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-federal entity that receives a subaward from a pass-through entity or fiscal agent to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in 2 C.F.R. § 200.33, "Equipment". A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§ 200.20, "Computing devices", and 200.33, "Equipment".

Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds: The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project: If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to FDLE Office of Criminal Justice Grants (OCJG) the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting: The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase or supplement the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

4.0 Personnel Changes: The subrecipient agrees to promptly notify the FDLE through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension: The subrecipient must comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Government Wide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by FDLE's OCJG. The subrecipient and implementing agency certify that they and their principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated above; and
- d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying: In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or

Agenda Item #11.3

cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying: In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying: The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 Enhancement of Security: If funds are used for enhancing security, the subrecipient must:

- Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

10.0 Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Florida Statutes, shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through FDLE, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of the employing agency or employee.

11.0 Immigration and Nationality Act: No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). FDLE shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274A(e)

of the INA shall be grounds for unilateral cancellation of this contract by the Department.

12.0 Confidentiality of data: The subrecipient (at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0 Personally Identifiable Information Breaches: The subrecipient (at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it:

- Creates, collects, uses, processes, stores, maintains, disseminates, discloses, or
- Disposes of "personally identifiable information (PII)" within the scope of an OJP grant-funded program or activity, or;
- Uses or operates a "federal information system" (OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to OCJG for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

14.0 Insurance for Real Property and Equipment: The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 Arrest and Conviction Records: Recipients and subrecipients should familiarize themselves with the following [document, available on OJP's website](#): "Advisory for Recipients of Financial Assistance from the U.S. DOJ on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1965," available on OJP's website. Subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs).

Agenda Item #11.3

16.0 Complying with the Safe Streets Act – Recipients are subject to the nondiscrimination provisions of the Safe Streets Act and must meet two obligations:

- Complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E), and;
- Submitting to the OCR findings of discrimination (28 C.F.R. §§ 42.204(c), .205(c)(5)).

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination: FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964: The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC): A subrecipient or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP): A subrecipient or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

3.0 Title IX of the Education Amendments of 1972: If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Equal Treatment for Faith Based Organizations: The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act: Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G): Subrecipients must comply with all provisions prohibiting discrimination on the

basis of disability in both employment and the delivery of services.

7.0 Age Discrimination Act of 1975: Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP): In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 34 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination – If, in the three years prior to the date of the federal award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 Filing a Complaint: If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

11.0 Retaliation: In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

Agenda Item #11.3

13.0 Pass-through Requirements: Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds, including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

14.0 Meeting the EEOP Requirement – An EEOP is a comprehensive document that analyzes a recipient's relevance labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification report or an EEOP Utilization Report to the OCR. Please visit the [OCR website](#) for information about the EEOP requirements which apply to your organization. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by email at EEOPforms@usdoj.gov.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

1.0 Fiscal Control and Fund Accounting Procedures: All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 Match: The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200, Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

3.0 Compensation: With respect to this award, federal and subgrant funds may not be used to pay cash

compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds: Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subaward period.

2.0 Use of Funds: Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 Advance Funding: Advance funding may be provided to a subrecipient upon a written request to FDLE. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Performance Reporting Time Frames: The project director, application manager, or performance contacts shall submit monthly or quarterly project performance reports to the Department, within fifteen (15) days after the end of the reporting period. Performance reports shall be submitted for the entire subgrant period (including extensions).

Failure to Submit Performance Reports: Performance reports that are not complete, accurate, and timely may result in sanctions as set forth in § IV (4) herein.

Performance Report Contents: Performance reports must include a detailed, accurate and clearly articulated response to all questions. The narrative must also reflect accomplishments for the

Agenda Item #11.3

performance period and should identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Subaward: The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this subaward. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform: In accordance with 215.971 F.S., payments for state and federal financial assistance must be directly related to the Scope of Work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then FDLE will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments and/or reimbursement until the deficiency is resolved, tendering only partial payment and/or reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to FDLE as an overpayment.

5.0 Grant Adjustments: Subrecipients must submit a grant adjustment through SIMON for major substantive changes, including modification to project activities or scope, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved subaward; and for any budget changes that affect a cost category not included in the approved budget. Grant adjustments are also required for transfer of 10% or more of the total amount of the award between budget categories, or changes to the indirect costs.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed in SIMON by the

subrecipient or implementing agency chief official or the chief official designee.

All grant adjustments must be submitted no later than thirty (30) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements: The subrecipient shall have a choice of submitting either a monthly or a quarterly project expenditure report to FDLE in SIMON. Expenditure reports are due thirty (30) days after the end of each reporting period even if the amount is zero. If the subgrant period is extended, additional project expenditure reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by OCJG through SIMON.

All reports shall be submitted in sufficient detail for proper pre-audit and post-audit. All financial data must directly correlate to performance accomplishments as set forth in the corresponding performance report.

Before the "final" project expenditure report is processed, the subrecipient must submit to the Department all outstanding project reports and documentation, and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Submission: The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or designee.

7.0 Subrecipient Integrity and Performance Matters: The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (SAM), to the Federal Awardee Performance and Integrity Information System (FAPIIS).

SECTION V: MONITORING AND AUDITS

1.0 Access to Records and Inspection of Work: FDLE, the Auditor General of the State of Florida, DOJ, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according

Agenda Item #11.3

to the DOJ Financial Guide and 28 C.F.R. § 66. At any time, a representative of FDLE, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of 119, F.S., unless specifically exempted and/or made confidential by operation of 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Monitoring: The subrecipient must comply with FDLE's grant monitoring guidelines, protocols, and procedures, and cooperate with FDLE and DOJ (the federal awarding agency) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The subrecipient must provide FDLE and/or the federal awarding agency all documentation necessary to complete monitoring of the subgrant. Further, the subrecipient must abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with FDLE grant monitoring activities may result in sanctions affecting the subrecipient's award, including, but not limited to: withholding and/or other restrictions on the subrecipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the subrecipient as an FDLE high risk subrecipient or termination of an award(s).

3.0 Property Management: The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use: Subrecipients must use equipment acquired under a federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired with under a federal award in accordance with 274, F.S. Tangible Property and 200.313, F.S., Equipment.

4.0 Subaward Closeout: A financial closeout audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an administrative closeout by the Department.

5.0 High Risk Subrecipients: If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements: The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records: The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies..

8.0 Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to

Agenda Item #11.3

appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues: The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit: Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no

later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

1.0 Procurement Procedures: Subrecipients must have written procedures for procurement transactions. *Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.*

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

Additional information regarding Federal purchasing guidelines is available online in the OJP publication ["Guide to Procurements Under DOJ Grants and Cooperative Agreements."](#)

2.0 Cost Analysis: A cost analysis must be performed by the subrecipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity.

3.0 Allowable Costs: Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 C.F.R. § 200.405(e), "Cost Principles".

4.0 Unallowable Costs: Payments made for costs determined to be unallowable by either the Federal awarding agency or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 Indirect Cost Rate: A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

6.0 Sole Source: If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost

Agenda Item #11.3

meets or exceeds \$150,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

Advance approval is required for non-competitive (sole source) procurements. The details of the advance approval required to use a noncompetitive approach in a procurement contract are available on the OJP website.

7.0 Personal Services: Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the *DOJ Grants Financial Guide Section 3.9: Compensation for Personal Services*, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation: Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Salaries and Benefits Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

8.0 Contractual Services: The subrecipient at any tier must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts as described in 2 C.F.R. § 200.318 General Procurement.

Requirements for Contractors of Subrecipients: The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 3711 et seq.; the provisions of the current edition of the [DOJ Grants Financial Guide](#) and all other applicable federal and

state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts: Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, which will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements: Subrecipients entering into subawards of \$25,000 or more should review the [Federal Funding Accountability and Transparency Act of 2006 \(FFATA\)](#), on the OJP website for additional reporting requirements.

9.0 Travel and Training: The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to the State of Florida Travel Guidelines 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events: Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and *DOJ Grants Financial Guide Section 3.10: Conference Approval, Planning, and Reporting*. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

Agenda Item #11.3

11.0 Training and Training Materials: Any training or training materials developed or delivered with grant funding under this subaward must adhere to the [OJP Training Guiding Principles for Grantees and Subgrantees](#), available on the OJP website.

12.0 Publications, Media and Patents

Ownership of Data and Creative Material: Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the *DOJ Grants Financial Guide*, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials: Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and *DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication*.

Subrecipients must submit for review and approval one copy of any curricula, training materials, or any other written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. 2018-GP-BX-0014 awarded by the Bureau of Justice Assistance. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant making component."

Any website that funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents: Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the

Department of Commerce (27 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 Purchase of Automated Fingerprint Identification System (AFIS): AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

14.0 Information Technology Projects

Criminal Intelligence Systems: The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 34 U.S.C. § 3789g(c-d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact: The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. See [here for a list of State IT Points of Contact](#).

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal

Agenda Item #11.3

justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity: To avoid duplication of existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification: The subrecipient must complete an Automated Data Processing (ADP) Equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application, if applicable. ADP justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

15.0 Interoperable Communications Guidance: Subrecipients using funds to support emergency communications activities must comply with the current [SAFECOM Guidance for Emergency Communication Grants](#), including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased

with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

16.0 Global Standards Package: In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the subrecipient to comply with DOJ's Global Justice Information Sharing Initiative guidelines and recommendations. [The OJP website provides more information regarding OJP's Global Standards Package \(GSP\) Grant Condition](#). Subrecipients shall document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

17.0 Protective Order Systems: Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Coordination with U.S. Attorney and PSN Task Forces: The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

2.0 Media-related Outreach: The subrecipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

3.0 Compliance with 8 U.S.C. 1373: In regards to the program or activity funded in whole or in part under this subaward and throughout the period of performance for this award, no state or local government entity, agency or official may prohibit or in any way restrict:

Any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b). For the purposes of this subaward, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

A subaward to a state or local government or a public institution of higher education, cannot be made unless a properly executed certification of

Agenda Item #11.3

compliance with 8 U.S.C. 1373, signed by the chief legal officer of the subrecipient entity has been received by OCJG. Similarly, subrecipients cannot make a further subaward to a state or local government or a public institution of higher education, unless it first obtains a properly executed certification of compliance with 8 U.S.C. 1373 signed by the chief legal officer of the third tier subrecipient.

Funding under this award cannot be subawarded to any subrecipient at any tier that is either a state or unit of local government or a public institution of higher education that is subject to any "information-communication restriction."

Subrecipients must notify FDLE (in writing) if it has credible evidence that indicates that a funded program or activity of a subrecipient at any tier that is either a state or local government or a public institution of higher education, may be subject to any "information-communication restriction."

Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

Nothing in this condition shall be understood to authorize any subrecipient at any tier to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

4.0 Environmental Protection Agency's (EPA) list of Violating Facilities: The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

5.0 National Environmental Policy Act (NEPA): The subrecipient must assist FDLE in complying with NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient must first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the grantee must contact FDLE OCJG to obtain written pre-approval from the

Federal awarding agency and pass-through entity.

- a) New construction
- b) Any Renovation or remodeling of a property either (1) listed on or eligible for listing on the National Register of Historic Places or (2) located within a 100-year flood plain; a wetland, or habitat for endangered species.
- c) A renovation, lease, or any other proposed use of a building or facility that will either (1) result in a change in its basic prior use or (2) significantly change its size.
- d) Implementation of a new program involving the use of chemicals other than chemicals that are (1) purchased as an incidental component of a funded activity and (2) traditionally used, for example, in office, household, recreational, or educational environments.
- e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for [implementation of a Mitigation Plan, as detailed by the Department of Justice website](#) for programs relating to methamphetamine laboratory operations.

6.0 Human Research Subjects: The subrecipient must comply with the requirements of 28 C.F.R. § 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

7.0 Disclosures Violations of Criminal Law: The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the subaward.

8.0 Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The subrecipient, at any tier, must promptly refer to the FDLE, Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Agenda Item #11.3

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the FDLE OIG by: (1) mail directed to: Florida Department of Law Enforcement, Office of the Inspector General, at Post Office Box 1489, Tallahassee, Florida 32302-1489, (2) e-mail to: oigreportfraud@fdle.state.fl.us; and/or (3) call the FDLE OIG hotline: at (800) 543-5353.

9.0 Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters: No subrecipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the subrecipient:

- a) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- b) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- c) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7324-28, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

10.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable: Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

11.0 Text Messaging While Driving: Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and s. 316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct

education, awareness, and other outreach to decrease crashes caused by distracted drivers.

12.0 Report Duplicative Funding: Subrecipients must disclose or promptly notify the Federal awarding agency or pass-through entity of other active federal awards that have been, are being, or are to be used (in whole or in part) for one or more identical cost items provided under this award.

13.0 Trafficking in Persons: The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of subrecipient or individuals defined as "employees" of the subrecipient. The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site and are incorporated by reference here.

14.0 SAM Registration: The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

Subrecipients must also comply with applicable restrictions on subawards to second-tier subrecipients, including restrictions on subawards to entities that do not acquire and provide the unique entity identifier required for SAM registration. The details of the subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP website.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements: Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 Coordination and Compatibility with Systems: In accordance with federal award conditions, subrecipient agrees all activities supported under this award must:

Agenda Item #11.3

- a) Be coordinated with federal, state, and local activities relating to homeland security and presale firearm checks
- b) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center System (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- c) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (1) Protection orders for the protection of persons from stalking or domestic violence; (2) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and, (3) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

17.0 Assessments and Evaluation: The subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

18.0 Required attendance at BJA-sponsored events: The subrecipient (at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

RESOLUTION NO. 2019_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACCEPTING A NINETY-NINE THOUSAND NINE HUNDRED AND ELEVEN DOLLARS AND FIFTY-THREE CENTS (\$99,911.53) PROJECT SAFE NEIGHBORHOODS GRANT AWARD FROM THE DEPARTMENT OF LAW ENFORCEMENT OFFICE OF CRIMINAL JUSTICE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS RELATED TO THE ACCEPTANCE OF THIS AWARD; PROVIDING FOR THE ADOPTION OF REPRESENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the United States Attorney's Office of the Southern District of Florida identified the City of Miami Gardens ("City") as a Targeted Enforcement Area (TEA), and

WHEREAS, violent crimes diminish the quality of life for residents, visitors and those working within the City, and

WHEREAS, the Miami Gardens Police Department (MGPD) was awarded Project Safe Neighborhoods grant funding from the Department of Law Enforcement, Office of Criminal Justice in the amount of Ninety-Nine Thousand Nine Hundred and Eleven Dollars and Fifty-Three Cents (\$99,911.53), and

WHEREAS, the MGPD will use grant funds to reduce, prevent and prosecute violent criminal offenders by utilizing

Agenda Item #11.3

COMPSTAT data and reports to develop operational plans, by using investigators to communicate with victims and witnesses of violent crimes and by reimbursing any overtime costs generated by MGPD personnel, and

WHEREAS, this grant does not require a match from the City and funds will be reimbursed by the United States Attorney's Office of the Southern District of Florida but will not exceed the amount awarded of Ninety-Nine Thousand Nine Hundred and Eleven Dollars and Fifty-Three Cents (\$99,911.53), and

WHEREAS, City Staff recommends that the City Council accept the grant award from the Department of Law Enforcement, Office of Criminal Justice and authorize the City Manager to execute any and all documents related to the acceptance of this award,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS:
The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: ACCEPTANCE OF GRANT/AUTHORIZATION: The City Council of the City of Miami Gardens hereby accepts the Ninety-Nine Thousand

Agenda Item #11.3

Nine Hundred and Eleven Dollars and Fifty-Three Cents (\$99,911.53) Project Safe Neighborhoods grant award from the Department of Law Enforcement Office of Criminal Justice and authorizes the City Manager to execute any and all documents related to the acceptance of this award.

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL
OF THE CITY OF MIAMI GARDENS AT ITS REGULAR
MEETING HELD ON _____, 2019.

OLIVER GILBERT, III, MAYOR

ATTEST:

MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS,
CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY
MANAGER

Moved by: _____

VOTE: _____

Mayor Oliver Gilbert, III (Yes)
(No)

Vice Mayor Rodney Harris (Yes)
(No)

Agenda Item #11.3

Councilman Erhabor Ighodaro, Ph.D. (Yes)
 (No)

Councilman Reggie Leon (Yes)
 (No)

Councilwoman Lillie Q. Odom (Yes)
 (No)

Councilman David Williams Jr (Yes)
 (No)

Councilwoman Katrina Wilson (Yes)
 (No)



Agenda Cover Memo

Meeting: City Council - Jan 08 2020

19-198

Department	Sponsored By
City Manager's Office	City Manager

Agenda Item Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO MAKE AN INITIAL SPONSORSHIP PAYMENT OF FIFTY THOUSAND DOLLARS (\$50,000.00) TO SUPER FEST MIAMI LIVE LLC IN SUPPORT OF SUPER FEST MIAMI LIVE EVENTS TO OCCUR FROM JANUARY 24, 2020 THROUGH FEBRUARY 3, 2020; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary

November 13, 2019, City Council approved a Sponsorship/Use Agreement with Super Fest Miami LIVE LLC in support of Super Fest Miami LIVE events to occur from January 24, 2020 to February 3, 2020, taking place on the City's 35-acre parcel located on NW 27th Avenue. The agreement authorizes a sponsorship in the amount of \$100,000 and kind-in services not to exceed \$150,000.

To date, Super Fest Miami LIVE LLC has submitted plans to the appropriate city, county and state authorities to secure the proper permits and site improvements have been made to the 35-acre parcel. Therefore, the City Manager proposes to release half of the sponsorship amount (\$50,000) to Super Fest Miami LIVE LLC.

Fiscal Impact

An initial sponsorship payment of \$50,000 will be released to Super Fest Miami LIVE LLC. Funds will come from account code 001-12-02-512-492-99. The remaining \$50,000 will be rendered at the conclusion of the event.

Recommended Action

That City Council approve this resolution releasing \$50,000 of the agreed upon sponsorship amount to Super Fest Miami LIVE LLC.

Attachments

[Resolution 2020 - Superfest LIVE](#)

Agenda Item #11.4

RESOLUTION NO. 2020_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO MAKE AN INITIAL SPONSORSHIP PAYMENT OF FIFTY THOUSAND DOLLARS (\$50,000.00) TO SUPER FEST MIAMI LIVE LLC IN SUPPORT OF SUPER FEST MIAMI LIVE EVENTS TO OCCUR FROM JANUARY 24, 2020 THROUGH FEBRUARY 3, 2020; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 13, 2019, the City Council of the City of Miami Gardens (“City”) approved a Sponsorship/Use Agreement with Super Fest Miami LIVE LLC in support of Super Fest Miami LIVE events to occur from January 24, 2020 through February 3, 2020 on the City's 35-acre parcel located on NW 27th Avenue, and

WHEREAS, the approved Sponsorship/Use Agreement authorizes a sponsorship in the amount of One Hundred Thousand Dollars (\$100,000) and in-kind services not to exceed One Hundred and Fifty Thousand Dollars (\$150,000), and

WHEREAS, Super Fest Miami LIVE LLC has submitted plans to the appropriate city, county and state authorities to secure the proper permits for site improvements made to the 35-acre parcel, and

WHEREAS, based upon the submissions, the City Manager proposes to release half of the sponsorship amount of Fifty Thousand Dollars (\$50,000) to Super Fest Miami LIVE LLC, and

WHEREAS, funds will come from account code 001-12-02-512-492-99 with the remaining Fifty Thousand Dollars (\$50,000) to be disbursed at the conclusion of the events, and

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Agenda Item #11.4

29 WHEREAS, City Staff recommends that that City Council authorize that City
30 Manager to release Fifty Thousand Dollars (\$50,000) of the agreed upon sponsorship
31 amount to Super Fest Miami LIVE LLC,

32 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
33 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

37 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
38 hereby authorizes the City Manager to make an initial sponsorship payment of Fifty
39 Thousand Dollars (\$50,000.00) to Super Fest Miami LIVE LLC in support of Super Fest
40 Miami LIVE events to occur from January 24, 2020 to February 3, 2020.

41 Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately
42 upon its final passage.

43 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
44 GARDENS AT ITS REGULAR MEETING HELD ON . 2020.

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47 OLIVER GILBERT, III, MAYOR

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51 ATTEST.
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OLIVER GILBERT, III, MAYOR

MARIO BATAILLE CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

Agenda Item #11.4

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61 SPONSORED BY: MAYOR OLIVER GILBERT, III
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63 Moved by: _____

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65 **VOTE:** _____

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67 Mayor Oliver Gilbert, III (Yes) (No)
68 Vice Mayor Rodney Harris (Yes) (No)
69 Councilwoman Katrina Wilson (Yes) (No)
70 Councilman Erhabor Ighodaro, Ph.D. (Yes) (No)
71 Councilwoman Lillie Q. Odom (Yes) (No)
72 Councilman Reggie Leon (Yes) (No)
73 Councilman David Williams Jr (Yes) (No)



Agenda Cover Memo

Meeting: City Council - Jan 08 2020

19-197

Department	Sponsored By
Office of the City Clerk	City Clerk

Agenda Item Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CANCELING AND RESCHEDULING CERTAIN CITY COUNCIL MEETINGS IN 2020; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary

Pursuant to the City's Charter the City Council shall hold at least 11 regular monthly meetings in each calendar year and Section 2-49 of the City Code of Ordinance provide the City Council shall hold regular meetings on the second and fourth Wednesday of each Month.

The attached Resolution seeks to cancel the following meetings for 2020:

- May 13, 2020
- November 25, 2020
- December 23, 2020

May 13, 2020 is the City's 17th Anniversary and the scheduled date of the State of the City; therefore the attached Resolution is canceling this meeting in recognition of the City's Anniversary.

The second City Council meeting in November falls one day before Thanksgiving. The second Council meeting in December falls one day before Christmas day. Traditionally the City Council has cancelled these meetings to allow its members, staff, and residents to travel during this time period. If something critical should arise, it is always possible to call a Special City Council Meeting.

Lastly, the attached Resolution seeks to reschedule the November 11, 2020 meeting to November 18, 2020 in observance of the Veteran's Day Holiday.

Fiscal Impact

N/A

Recommended Action

Agenda Item #11.5

That the City Council approve the Resolution.

Attachments

[Resolution 2020 - City Council 2020 Meeting Schedule](#)

Agenda Item #11.5

RESOLUTION NO. 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CANCELING AND RESCHEDULING CERTAIN CITY COUNCIL MEETING IN 2020; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pursuant to the City's Charter the City Council shall hold at least 11 regular monthly meetings in each calendar year, and

WHEREAS, Section 2-49 of the City Code of Ordinance provide the City Council shall hold regular meetings on the second and fourth Wednesday of each Month, and

WHEREAS, May 13, 2020 is the City's 17th Anniversary and the scheduled date of the State of the City address, and

WHEREAS, November 11, 2020 is recognized as the Veteran's Day Holiday, and

WHEREAS, The second City Council meeting in November falls one day before Thanksgiving, and

WHEREAS, The second Council meeting in December falls one day before Christmas day, and

WHEREAS, the City Council has cancelled the second meetings for the month of November and December to allow its members, staff, and residents to travel during this time period, and

WHEREAS, if something critical should arise, it is always possible to call a special Council meeting, and

WHEREAS, the City Clerk recommends that City Council approve this resolution canceling the May13, 2020, November 25, 2020, and December 23, 2020 City Council Meetings, and

Agenda Item #11.5

WHEREAS, the City Clerk recommends that City Council approve this Resolution that also reschedules the November 11, 2020 meeting to November 18, 2020 in observance of the Veteran's Day Holiday.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby approves the resolution canceling the May 13, 2020, November 25, 2020, and December 23, 2020 City Council Meetings and rescheduling the November 11, 2020 City Council Meeting to November 18, 2020.

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____ 2020.

OLIVER GILBERT, III, MAYOR

ATTEST:

MARIO BATAILLE, CMC, CITY CLERK

REVIEWED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

Agenda Item #11.5

SPONSORED BY: MARIO BATAILLE, CMC, CITY CLERK

Moved by:

Second by:

VOTE: _____

Mayor Oliver Gilbert, III	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice Mayor Rodney Harris	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilwoman Katrina Wilson	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Erhabor Ighodaro, Ph.D.	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilwoman Lillie Q. Odom	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Reggie Leon	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman David Williams Jr	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)



Department	Sponsored By
Planning & Zoning Department	City Manager

Agenda Item Title

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE CODE OF ORDINANCES AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AMENDING ARTICLE I – "GENERAL PROVISIONS," ARTICLE IX – "GENERALIZED SCHEDULE OF PERMITTED USES, USES PERMITTED WITH EXTRA REQUIREMENTS, SPECIAL EXCEPTION USES AND PROHIBITED USES," ARTICLE X – "ACCESSORY USES AND STRUCTURES," ARTICLE XI – "DEVELOPMENT STANDARDS GENERALIZED TABLE OF DEVELOPMENT STANDARDS," ARTICLE XII – "OFF-STREET PARKING, LOADING AND VEHICULAR CIRCULATION REQUIREMENTS," ARTICLE XV "PLANNED CORRIDOR DEVELOPMENT DISTRICT (PCD) AND ENTERTAINMENT OVERLAY DISTRICT (EO)," REPEALING AND REPLACING ARTICLE XIV – "MINIMUM LANDSCAPE AND BUFFERING REQUIREMENTS; FENCES; WALLS; HEDGES," CREATING DIVISION 8 OF ARTICLE XV – BUSINESS TRANSITIONAL OVERLAY DISTRICT OF THE CITY OF MIAMI GARDENS LAND DEVELOPMENT REGULATIONS; CREATING A LOCATION FOR THE BUSINESS TRANSITIONAL OVERLAY DISTRICT AS OUTLINED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary**Background**

The City of Miami Gardens adopted its own land development regulations (LDR) in 2010. It is common for municipalities to periodically review the LDR in order to adapt to changing land use needs, incorporate new uses and eliminate outdated ones, address unforeseen issues or challenges not previously anticipated, eliminate redundancy, improve organization and to streamline and simplify language contained within the LDR since its initial adoption.

Current Situation

Staff has updated sections of the code pertaining to Article I - General Provisions, Article IX Generalized Schedule of Permitted Uses, Uses Permitted with Extra Requirements, Special Exception Uses and Prohibited Uses, Article X - Accessory Uses and Structures, Article XI - Development Standards Generalized Table of Development Standards, Article XII - Off-Street Parking, Loading, and Vehicular Circulation Requirements, Article XIV - Minimum Landscape and Buffering Requirements, Fences, Walls, Hedges, Article XV - Planned Corridor

Agenda Item #13.2.1.

Development District (PCD) and Entertainment Overlay District (EO).

A City Council workshop was held on November 13, 2019 outlining the proposed amendments. A public hearing is required to formalize and adopt the proposed amendments.

Fiscal Impact

N/A

Recommended Action

That the City Council approves the adoption of the proposed Ordinance.

Attachments

[REVISED ORDINANCE - AMENDED LAND DEVELOPMENT REGULATIONS](#)
[Exhibit A & B - Land Development Regulations](#)
[Exhibit C - Proposed Amendments 2nd Reading](#)

ORDINANCE NO. 2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE CODE OF ORDINANCES AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AMENDING ARTICLE I – "GENERAL PROVISIONS," ARTICLE IX – "GENERALIZED SCHEDULE OF PERMITTED USES, USES PERMITTED WITH EXTRA REQUIREMENTS, SPECIAL EXCEPTION USES AND PROHIBITED USES," ARTICLE X – "ACCESSORY USES AND STRUCTURES," ARTICLE XI – "DEVELOPMENT STANDARDS GENERALIZED TABLE OF DEVELOPMENT STANDARDS," ARTICLE XII – "OFF-STREET PARKING, LOADING AND VEHICULAR CIRCULATION REQUIREMENTS," ARTICLE XV "PLANNED CORRIDOR DEVELOPMENT DISTRICT (PCD) AND ENTERTAINMENT OVERLAY DISTRICT (EO)," REPEALING AND REPLACING ARTICLE XIV – "MINIMUM LANDSCAPE AND BUFFERING REQUIREMENTS; FENCES; WALLS; HEDGES," CREATING DIVISION 8 OF ARTICLE XV – BUSINESS TRANSITIONAL OVERLAY DISTRICT OF THE CITY OF MIAMI GARDENS LAND DEVELOPMENT REGULATIONS; CREATING A LOCATION FOR THE BUSINESS TRANSITIONAL OVERLAY DISTRICT AS OUTLINED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

1 WHEREAS, the City of Miami Gardens adopted Land Development
2 Regulations (LDRs) in 2010, and

3 WHEREAS, staff has undertaken a review of the LDR's to determine
4 whether changes need to be made, and

5 WHEREAS, City staff is recommending updates to sections of the LDR's
6 pertaining to Article I - General Provisions, Article IX Generalized Schedule of
7 Permitted Uses, Uses Permitted with Extra Requirements, Special Exception Uses
Added language is underlined. Deleted language is stricken through.

Agenda Item #13.2.1.

1 and Prohibited Uses, Article X - Accessory Uses and Structures, Article XI -
2 Development Standards Generalized Table of Development Standards, Article XII -
3 Off-Street Parking, Loading, and Vehicular Circulation Requirements, Article XIV -
4 Minimum Landscape and Buffering Requirements, Fences, Walls, Hedges, Article
5 XV - Planned Corridor Development District (PCD) and Entertainment Overlay
6 District (EO), and

7 WHEREAS, a City Council workshop was held on November 13, 2019
8 outlining the proposed amendments,

9 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
10 THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

11 Section 1. ADOPTION OF REPRESENTATIONS: The foregoing
12 Whereas paragraphs are hereby ratified and confirmed as being true, and the same
13 are hereby made a specific part of this Ordinance.

14 Section 2. AMENDMENTS: Article I, Article IX, Article X, Article XI,
15 Article XII, Article XV of the Land Development Regulations are hereby amended
16 and Article XIV is hereby repealed and replaced in accordance with Exhibit "A"
17 attached hereto.

18 Section 3. BUSINESS TRANSITIONAL OVERLAY DISTRICT AREA.
19 The Business Transitional Overlay District shall be the area defined and
20 described on Exhibit "B" attached hereto.

21 Section 4. CONFLICT: All ordinances or Code provisions in conflict
22 herewith are hereby repealed.

Added language is underlined. Deleted language is stricken through.

Agenda Item #13.2.1.

1 Section 5. SEVERABILITY: If any section, subsection, sentence,
2 clause, phrase or portion of this Ordinance is for any reason held invalid or
3 unconstitutional by any court of competent jurisdiction, such portion shall be
4 deemed a separate, distinct and independent provision and such holding shall
5 not affect the validity of the remaining portions of this Ordinance.

6 Section 6. INCLUSION IN CODE: It is the intention of the City
7 Council of the City of Miami Gardens that the provisions of this Ordinance shall
8 become and be made a part of the Code of Ordinances of the City of Miami
9 Gardens and that the section of this Ordinance may be renumbered or relettered
10 and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or
11 such other appropriate word or phrase, the use of which shall accomplish the
12 intentions herein expressed.

13 Section 7. EFFECTIVE DATE: This Ordinance shall become effective
14 immediately upon its final passage.

15 PASSED ON FIRST READING ON THE ____ DAY OF _____,
16 2019.

17 PASSED ON SECOND READING ON THE ____ DAY OF _____,
18 2019.

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20 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF
21 MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE ____ DAY OF
22 _____, 2019.

Added language is underlined. Deleted language is stricken through.

Agenda Item #13.2.1.

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OLIVER GILBERT, III, MAYOR

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ATTEST:

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MARIO BATAILLE, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

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SPONSORED BY:

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Moved by: _____

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Second by: _____

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VOTE: _____

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Mayor Oliver Gilbert III (Yes) (No)

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Vice Mayor Rodney Harris (Yes) (No)

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Councilman Reggie Leon (Yes) (No)

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Councilwoman Lillie Odom (Yes) (No)

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Councilwoman Katrina Wilson (Yes) (No)

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Councilman David Williams Jr. (Yes) (No)

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Councilman Erhabor Ighodaro (Yes) (No)

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Added language is underlined. Deleted language is stricken through.

EXHIBIT A

Language to be added is underlined; language to be deleted is shown ~~strikethrough~~.

ARTICLE I. - GENERAL PROVISIONS

Sec. 34-13. - Zoning districts established.

The city is hereby divided into the following zoning districts that implement the various land use classifications of the adopted CDMP, and achieve the other purposes of this chapter:

R-1	Single-Family Dwelling Residential District
R-2	Two-Family Dwelling Residential District
R-15	Multiple-Family Dwelling Residential District
R-25	Multiple-Family Dwelling Residential District
R-50	Multiple-Family Dwelling Residential District
NC	Neighborhood Commercial District
PCD	Planned Corridor Development District
I-1	Light Industrial District
I-2	Heavy Industrial District
PD	Planned Development District
AU	Agricultural and Utilities District
OF	Office District
GP	Government Properties District
EO	Entertainment Overlay District
<u>BTO</u>	<u>Business Transitional Overlay</u>

Words underlined are added. Words stricken through are deleted.

Agenda Item #13.2.1.

(Ord. No. 2010-10-218, § 2(1-130), 4-7-2010; Ord. No. 2011-25-267, Exh. B, 11-2-2011; Ord. No. 2015-03-333, § 2(Exh. A), 3-25-2015)

Sec. 34-14. - Purpose and intent of zoning districts.

- (a) *R-1 Single-Family Dwelling Residential District*. Provides for use and occupancy of one-family detached dwelling units at low densities, essential services and facilities, and select public and institutional uses. Implements the lowest density range of the Neighborhood CDMP land use category, allowing up to six du/ac.
- (b) *R-2 Two-Family Dwelling Residential District*. To provide for use and occupancy of one-family detached and two-family dwellings at low-medium densities, essential services and facilities, and select public and institutional uses. Implements the seven to 15 du/ac range of the Neighborhood CDMP land use category.
- (c) *R-15 Multiple-Family Dwelling Residential District*. Provides for use and occupancy of one-family attached and detached, two-family and multiple-family dwellings at low-medium densities, essential services and facilities, and select public and institutional uses. Implements the seven to 15 du/ac range of the Neighborhood CDMP land use category.
- (d) *R-25 Multiple-Family Dwelling Residential District*. Provides for use and occupancy of single-family attached and multifamily dwellings at medium densities, essential services and facilities, and select public and institutional uses. Also permits single-family detached and two-family dwellings. Implements the 16 to 25 du/ac range of the Neighborhood CDMP land use category.
- (e) *R-50 Multiple-Family Dwelling Residential District*. Provides for use and occupancy of single-family attached and multifamily dwellings at medium-high densities, related essential services and facilities, and select public and institutional uses. Also permits single-family detached and two-family dwellings. Implements the 25 to 50 du/ac range of the Neighborhood CDMP land use category.
- (f) *NC Neighborhood Commercial District*. Provides locations for a variety of commercial uses, select public and institutional uses, select recreation and entertainment uses, and places of assembly, that are located within, and compatible with, adjacent neighborhoods. Implements the Neighborhood (Suburban Commercial and Office) CDMP land use category.
- (g) *PCD, Planned Corridor Development District*. Implements the CDMP Commerce land use category by allowing multiple-family residential dwellings, a wide range of commercial uses, select recreation and entertainment uses, mixed residential and commercial uses, select public and institutional uses, and places of assembly in the following urban contexts as identified in the CDMP: Urban Commercial and Office; Medium-Density Residential; Medium-High Density Residential; Urban Center; Urban Core; and Golden Glades Area. See article XV of this chapter for detailed intent and purpose statements.
- (h) *I-1 Industrial District, Light*. Provides for a wide range of land uses including research, assembly, fabrication, manufacturing, repair, service, retail, entertainment, and places of assembly. Implements the CDMP Urban Industrial component of the Commerce land use category.
- (i) *I-2 Industrial District, Heavy*. Provides for a wide range of land uses including research, assembly, fabrication, manufacturing, repair, service, retail, entertainment, and places of assembly. Implements the CDMP Urban Industrial component of the Commerce land use category.
- (j) *PD Planned Development District*. Provides flexibility in the master planning, design and development of relatively large properties for residential, commercial, mixed residential commercial, public and institutional uses, and recreation and entertainment uses. May be used to implement the Neighborhood and Commerce CDMP land use categories.
- (k) *AU Agricultural and Utilities District*. Provides for agricultural, select public and institutional uses, select recreational uses, limited commercial and service uses, and light industrial uses. The AU district is compatible with, and allowed within, the Neighborhood Commerce land use categories of the CDMP.

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Agenda Item #13.2.1.

- (l) *OF Office District*. Provides for a wide range of office, related supporting business uses, and limited public and institutional uses. Implements the CDMP Suburban Office component of the Neighborhood land use classification.
- (m) *GP Government Properties District*. Provides for public and institutional uses that are classified as "public and semi-public uses" in the CDMP or that are provided for the general use, benefit, or protection of the community. The CDMP authorizes such uses in all land use categories subject to the applicable plan policies.
- (n) *EO Entertainment Overlay District*. The area is intended to revitalize commercial centers in the city thereby generating revenue and providing ample and convenient shopping for residents. The EO district also encourages and supports large-scale development or entertainment driven uses including, but not limited to, hotels, theaters, cultural centers, indoor recreation facilities, alcoholic beverages uses, commercial activities, with the purpose of attracting customers and visitors from local, regional, national, and international areas. The EO district is depicted on the official zoning map and overlay areas designated planned corridor development (PCD).
- (o) *BTO Business Transitional Overlay District*. The Business Transitional Overlay District (BTO) is intended to encourage redevelopment of underutilized properties and consolidation of developable parcels, thereby achieving more efficient land use and improved site design, while providing a smooth transition between residential and commercial properties.

(Ord. No. 2010-10-218, § 2(1-140), 4-7-2010; Ord. No. 2011-25-267, Exh. B, 11-2-2011; Ord. No. 2015-03-333, § 2(Exh. A), 3-25-2015)

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Agenda Item #13.2.1.

ARTICLE IX. - GENERALIZED SCHEDULE OF PERMITTED USES, USES PERMITTED WITH EXTRA REQUIREMENTS, SPECIAL EXCEPTION USES AND PROHIBITED USES

Sec. 34-287. - Use regulations, generally.

- (a) *Permitted uses.* Permitted uses are considered to be fundamentally appropriate within the district in which they are located, and are deemed to be consistent with the comprehensive plan. These uses are permitted as of right, subject to any use-related standards and requirements that may be applicable in section 34-288, and the site plan and permit requirements and procedures described in this section.
- (b) *Special exception uses.* A use listed as a special exception in a zoning district is deemed to be generally unsuitable for location in such district, but may be permitted on a case-by-case basis if, after review and possible attachment of conditions pursuant to the procedures and criteria of section 34-48, the city determines that the use will be appropriate in the given zoning district. A special exception use is also subject to extra requirements in section 34-288 when indicated in the use regulations schedule.
- (c) *Accessory uses.* Principal uses listed in the use regulations schedule are deemed to include accessory uses listed in article X of this chapter, where such accessory uses are customarily associated with, and are incidental and subordinate to, such principal uses. An accessory use shall be subject to the same regulations that apply to the principal use in each district, except as otherwise provided.
- (d) *Temporary uses.* Uses that are deemed temporary in nature, at the sole discretion of the administrative official or regulated otherwise, by separate ordinance, shall not be subject to the standards and requirements as set forth in this chapter, except that the administrative official may impose conditions, which may include, but not limited to, limiting the period of approval for such uses, imposing hours of operations, operation standards to minimize impacts on surrounding properties, and other conditions deemed necessary to minimize detrimental impacts to the welfare of the community.
- (e) *Prohibited uses.* Any use not specifically listed as a permitted or special exception use, or as an accessory use to a permitted or special exception use, or any use for which the administrative official cannot categorize as similar to a permitted use, special exception use, or accessory use related to a permitted or special exception use, shall be considered expressly prohibited.
- (f) *Site plan required.* Permitted uses that are subject to use-related standards in section 34-288 and all special exception uses require final site plan review and approval.
- (g) *Permits required.* Except as explicitly provided herein, no use designated as a permitted or special exception use in this chapter shall be established until after the person proposing such use has applied for and received all required development permits which may include final plat approval, final site plan approval, a building permit, certificate of use, and a certificate of occupancy; all pursuant to the requirements of this chapter.
- (h) *Uses within an enclosed building.* All uses and related activities shall be within an enclosed building, except as may otherwise be permitted in this chapter, or as would be allowed as a customary, incidental, or common practice activity to the use.
- (i) *Permitted use table.* The following permitted use table, supplemented by the Master Use List and Use Definitions set forth in section 34-733, shall be used to determine the zoning district in which a given use may be established. In the event of conflict between the use table in this section and section 34-733, the administrative official shall render an interpretation as to which prevails.

Agenda Item #13.2.1.

LEGEND

P	means the use is permitted in the corresponding zoning district.
SE	means the use is subject to special exception procedures as outlined in Section 34-48 including additional application fees and approval by the City Council at a noticed public hearing
<input type="checkbox"/>	means the use is prohibited in the corresponding zoning district
*(#)	means additional requirements and criteria must be met in order for the use to be permitted per the criteria in Section 34-288 and Section 34-733

Table 1: Permitted Uses

Zoning Districts/Uses	R-1	R-2	R-15 R-25 R-50	NC	<u>BTO</u>	PCD	E O	OF	I-1	I-2	PD	AU	GP
<i>Residential Type Uses</i>													
Adult day care center *(1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>
Adult Family Care Home, up to 5 residents*(3)	P	P	P	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>						
Assisted Living Facility (ALF), up to 6 residents* (8)	P	P	P	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>						
Assisted Living Facility (ALF), greater than 6 residents*(9)	SE	SE	SE	SE	<input type="checkbox"/>	SE	<input type="checkbox"/>	SE	<input type="checkbox"/>	<input type="checkbox"/>	SE	<input type="checkbox"/>	<input type="checkbox"/>
Community residential home, up to 6 residents*(17)	P	P	P	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>						
Community residential home, greater than 6 residents *(18)	SE	SE	SE	SE	<input type="checkbox"/>	SE	<input type="checkbox"/>	SE	<input type="checkbox"/>	<input type="checkbox"/>	SE	<input type="checkbox"/>	<input type="checkbox"/>
Dormitories, Fraternity or Sorority house, on campus, off-campus	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>									

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Agenda Item #13.2.1.

Family day care home, 5 children or less *(22)	P	P	P	P	<u>P</u>	P	□	□	□	□	□	□	□	□
Farm worker housing	□	□	□	□	□	□	□	□	□	□	□	□	SE	□
Halfway house	□	□	□	SE	□	SE	□	SE	□	□	□	□	□	□
Hotels, Motels, Lodging	□	□	□	□	□	P	P	□	P	P	P	□	□	□
Mobile home*(31)	□	□	□	□	□	□	□	□	□	□	P	□	□	□
Nursing Home	□	□	□	P	□	P	□	P	□	□	P	□	□	□
Residential—mixed-use residential*(41)	□	□	□	□	□	P	P	□	□	□	P	□	□	□
Residential—multifamily residential*(41)	□	□	P	□	□	P	P	□	□	□	P	□	□	□
Residential—single-family-detached residential*(41)	P	□	P	□	<u>P</u>	□	□	□	□	□	P	□	□	□
Residential—townhouse*(41)	□	□	P	□	□	□	SE	□	□	□	P	□	□	□
Residential—two-family duplex *(41)	□	P	□	□	□	□	□	□	□	□	□	□	□	□
Shelter	□	□	□	□	□	□	SE	□	□	□	□	□	□	□
Public and Institutional Type Uses														
Airport, airfield, heliport, related uses—public, private*(4)	□	□	□	□	□	□	□	□	□	□	P	□	P	□
Community centers	□	□	□	P	<u>P</u>	P	P	□	□	□	P	□	P	□
Cultural and civic facilities—libraries, museums	□	□	□	P	<u>P</u>	P	P	□	□	□	P	□	P	□
Detention facility	□	□	□	□	□	□	□	□	□	□	□	□	□	P
Educational and child care facilities—non-public *(20)	□	□	□	□	□	<u>□</u>	P	□	□	P	P	P	□	P

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Agenda Item #13.2.1.

Educational facilities—college or university— private; main campus*(21)	<input type="checkbox"/>	SE	<input type="checkbox"/>	SE	SE	SE	SE	P	<input type="checkbox"/>	P					
Educational facilities—public, including charter school	P	P	P	P	<u>P</u>	P	<input type="checkbox"/>	P	P	P	P	P	P	P	P
Educational facilities—technical, vocational, specialty—non-public	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	<input type="checkbox"/>	P	P	P	P	P	<input type="checkbox"/>	P	
Government facilities, including administrative, support and service	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P						
Hospital—private, public *(27)	<input type="checkbox"/>	SE	<input type="checkbox"/>	P	<input type="checkbox"/>	P									
Hospital – psychiatric *(28)	<input type="checkbox"/>	SE	<input type="checkbox"/>	SE	<input type="checkbox"/>	SE									
Public parks and recreational facilities	P	P	P	P	<u>P</u>	P	P	P	P	P	P	P	P	P	P
Public safety facility	P	P	P	P	<u>P</u>	P	P	P	P	P	P	P	P	P	P
Sewage lift or pumping station*(39)	P	P	P	P	<u>P</u>	P	P	P	P	P	P	P	P	P	P
Solid waste transfer station	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P								
Transit station	<input type="checkbox"/>	P													
Utilities and related facilities	<input type="checkbox"/>		<input type="checkbox"/>	P											
Water plant, waste water plant	<input type="checkbox"/>	P													
Vehicle Related Commercial Type Uses															
Car wash—enclosed*(11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car wash—outside, hand wash*(12)	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Car wash – mobile*(13)					<input type="checkbox"/>	<input type="checkbox"/>				P	P				
Parking Garage, Lot—commercial * (32)	<input type="checkbox"/>	P	P	P	P	P	P	<input type="checkbox"/>	P						

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Agenda Item #13.2.1.

Car Rental—automobile only *(47)	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Rental—Truck and other vehicles	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Bus charter service, Passenger bus terminal	<input type="checkbox"/>	SE	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	SE	<input type="checkbox"/>	<input type="checkbox"/>	P						
Vehicle Fueling stations and sales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<input type="checkbox"/>				
Vehicle major repair—mechanical, body Vehicle towing service	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>									
Vehicle minor repair—maintenance, service	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Vehicle—parts sales and installation	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<input type="checkbox"/>									
Vehicle – parts sales, retail	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<input type="checkbox"/>									
Vehicle sales—retail, new automobiles*(45)	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<input type="checkbox"/>									
Vehicle sales—retail, used automobiles*(45)	<input type="checkbox"/>	SE	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>									
Vehicle sales – wholesale dealer, online independent dealer *(46)				P	<input type="checkbox"/>	P		P	P	P	<input type="checkbox"/>					
Recreation, Entertainment Type Uses																
Amusement parks, stadiums, arenas*(5)	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Arcade, video games, electronic gaming	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	P	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>				
Casino gaming facility	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Miniature golf, driving range	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	P	<input type="checkbox"/>	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Agenda Item #13.2.1.

Sport shooting range (indoor) *(26)	<input type="checkbox"/>	<u>SE</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>SE</u>	<u>SE</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Race track—horse	<input type="checkbox"/>														
Sports fields, batting cages, basketball courts, racket ball courts, sporting activities, bowling alleys—indoor	<input type="checkbox"/>														
Sports fields, batting cages, basketball courts, racket ball courts, sporting activities—outdoor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>SE</u>	<input type="checkbox"/>									
Restaurant, Food And Beverage Service Type Uses															
Adult entertainment establishment*(2)	<input type="checkbox"/>														
Bar/lounge, Wine tasting room *(10)	<input type="checkbox"/>														
Box lunches, distribution*(14)						<input type="checkbox"/>					<u>P</u>	<u>P</u>			
Catering Service*(15)	<input type="checkbox"/>														
Nightclub, Discotheque, Club, Cabarets.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>											
Restaurant—sports, amusement, coffee/sandwich shop, cafeteria, outdoor cafe*(37)	<input type="checkbox"/>														
Microbrewery*(36)	<input type="checkbox"/>														
Places Of Assembly Type Uses*(33)															
Auction House—indoor*(33)	<input type="checkbox"/>														
Banquet hall *(33)	<input type="checkbox"/>														
Funeral Homes*(33)	<input type="checkbox"/>														
Place of religious assembly*(33)	<input type="checkbox"/>														

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Agenda Item #13.2.1.

Private clubs, not public*(33)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	P	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Theater (movie, performing arts) *(33)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	P	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commercial Type Uses														
Convenience store* <u>(48)</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P		<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donated goods Center—new/used*(23)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drug, Pharmacy store *(19)	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Flea market *(24)	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Food specialty store	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	P	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grocery store	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	P	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Liquor package store	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Pawn shop	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Greenhouse, plant nursery, retail or wholesale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	<u>P</u>	SE	<input type="checkbox"/>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retail—big box, club membership, department	<input type="checkbox"/>	SE	<input type="checkbox"/>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Retail—general, single use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	P	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retail—Home improvement, building materials* (35)	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Secondhand merchandise store/consignment store	<input type="checkbox"/>	SE	<input type="checkbox"/>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Smoke Shop/Vape Shop	<input type="checkbox"/>	SE	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Office Type Uses														

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Agenda Item #13.2.1.

Call center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<u>□</u>	P	<input type="checkbox"/>	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Office—business, sales, professional, semi-professional services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<u>P</u>	P	P	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Office—medical office/medical clinic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<u>P</u>	P	P	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service Type Uses														
Animal grooming and pet sitting—indoor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<u>P</u>	P	<input type="checkbox"/>	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Animal Hospital/Veterinarian clinic *(6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	SE	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Animal kennel - commercial boarding Dog training facility* (7)	<input type="checkbox"/>	SE	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Animal shelters	<input type="checkbox"/>	SE	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Blood banks, diagnostic medical treatment centers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	<input type="checkbox"/>	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Check cashing, bill payments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	<input type="checkbox"/>	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Copy, printing center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<u>P</u>	P	P	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cosmetic Surgery, beauty clinics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<u>P</u>	P	P	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Customer service center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	P	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dry cleaning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	P	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Equipment and tool rental	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Financial institution - banks, credit unions, investment brokerage establishments, ATM*(25)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	P	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Health club, fitness club	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	P	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Agenda Item #13.2.1.

Laundromat, self-service	<input type="checkbox"/>														
Package shipping, mail service	<input type="checkbox"/>														
Personal care services	<input type="checkbox"/>														
Repair and service shop—general merchandise	<input type="checkbox"/>														
Self-service storage facility *(38)	<input type="checkbox"/>														
Studios—photographic, and instructional	<input type="checkbox"/>														
Tattoo parlor, body piercing	<input type="checkbox"/>														
Other Uses															
Cemetery, mausoleums, crematory*(16)	<input type="checkbox"/>														
Small Wireless Facility*(44)	<input type="checkbox"/>														
Wireless Antennas and support services*(43)	<input type="checkbox"/>														
Industrial Type Uses															
Warehouse, Distribution center	<input type="checkbox"/>														
Dry cleaning—commercial laundry plant	<input type="checkbox"/>														
Industrial uses—heavy *(29)	<input type="checkbox"/>														
Industrial uses—light *(30)	<input type="checkbox"/>														
Laboratory—medical, research, testing	<input type="checkbox"/>														
Radio and TV studio, music production, movie studio	<input type="checkbox"/>														
Recycling facility, Refuse disposal	<input type="checkbox"/>														

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Agenda Item #13.2.1.

Salvage yard, junkyard *(40)	<input type="checkbox"/>													
Showrooms, retail sales	<input type="checkbox"/>													
Showrooms, wholesale sales	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Wholesale fireworks and wholesale or retail sparklers in accordance with F.S. § 791.04 and F.S. § 791.015	<input type="checkbox"/>													
Agricultural Type Uses														
Farms—produce, livestock	<input type="checkbox"/>													
Farmer's market*(34)	<input type="checkbox"/>													
Seed drying facility	<input type="checkbox"/>													
Urban agricultural gardens*(42)	SE	SE	SE	SE	SE	<u>SE</u>	SE	SE	SE	<input type="checkbox"/>				

Sec. 34-288. - Uses permitted with extra requirements.

The extra requirements of this section shall be deemed necessary in order for uses subject to such requirements to be considered appropriate and compatible within the applicable zoning districts where such extra requirements apply.

(14) Box lunches, distribution. No person shall distribute box lunches until such person has obtained a Business Tax Receipt (BTR) and Certificate of Use (CU) permit from the administrative official. Such permit shall be subject to the following restrictions:

- No selling to be conducted on, or from, the public right-of-way and such sales to be made only from private property on which is located the use whose employees desire the service, and then only with the consent of the owner of such private property. (In the event active construction prevents access to private property, a temporary stop may be made on right-of-way.)
- The uses to be served to be confined to industrial, ~~commercial developments~~, and any development with an active building permit and under active construction.
- Owners of the box lunch business to be responsible for the action of their drivers and salesmen, and that such drivers and salesmen to do everything possible to prevent and eliminate the scattering of food, cups, napkins, garbage, and other related disposable products at their stops.
- Vehicles are not permitted to park at any one location more than two hours.
- The hours of distribution shall be limited to between 11:00am and 3:00pm.

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Agenda Item #13.2.1.

Nothing contained herein shall prohibit temporary mobile food facilities in accordance with chapter 4, article II, section 4-45.

(18) Convenience Stores are permitted provided:

(1) Every convenience business shall be equipped with the following security devices and standards:

- (a) A security camera system capable of recording and retrieving an image to assist in offender identification and apprehension.
- (b) A drop safe or cash management device for restricted access to cash receipts.
- (c) A lighted parking lot illuminated at an intensity of at least 2 foot-candles per square foot at 18 inches above the surface.
- (d) A conspicuous notice at the entrance which states that the cash register contains \$50 or less.
- (e) Window signage that allows a clear and unobstructed view from outside the building and in a normal line of sight of the cash register and sales transaction area.
- (f) Height markers at the entrance of the convenience business which display height measures.
- (g) A cash management policy to limit the cash on hand at all times after 11 p.m.

(2) A convenience business shall not have window tinting that reduces exterior or interior view in a normal line of sight.

(3) Every convenience business shall be equipped with a silent alarm to law enforcement or a private security agency, unless application for an exemption is made to and granted by the Attorney General. An application for exemption must be in writing and must be accompanied by an administrative fee of \$25 for each store for which an exemption would apply.

(4) If a murder, robbery, sexual battery, aggravated assault, aggravated battery, or kidnapping or false imprisonment, as those crimes are identified and defined by Florida Statutes, occurs or has occurred at a convenience business since July 1, 1989, and arises out of the operation of the convenience business, that convenience business shall implement at least one of the following security measures:

(a) Provide at least two employees on the premises at all times after 11 p.m. and before 5 a.m.;

(b) Install for use by employees at all times after 11 p.m. and before 5 a.m. a secured safety enclosure of transparent polycarbonate or other material that meets at least one of the following minimum standards:

1. American Society for Testing and Materials Standard D3935 (classification PC110 B 3 0800700) and that has a thickness of at least 0.375 inches and has an impact strength of at least 200 foot pounds; or

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Agenda Item #13.2.1.

2. Underwriters Laboratory Standard UL 752 for medium power small arms (level one), Bullet Resisting Equipment;

- (c) Provide a security guard on the premises at all times after 11 p.m. and before 5 a.m.;
- (d) Lock the business premises throughout the hours of 11 p.m. to 5 a.m., and only transact business through an indirect pass-through trough, trapdoor, or window; or
- (e) Close the business at all times after 11 p.m. and before 5 a.m.

(5) For purposes of this section, any convenience business that by law implemented any of the security measures set forth in paragraphs (4)(a)-(e) and has maintained said measures as required by the Department of Legal Affairs without any occurrence or incidence of the crimes identified by subsection (4) for a period of no less than 24 months immediately preceding the filing of a notice of exemption, may file with the department a notice of exemption from these enhanced security measures. In no event shall this exemption be interpreted to preclude full compliance with the security measures set forth in subsection (4) should any occurrence or incidence of the crimes identified by subsection (4) cause subsection (4) to be statutorily applicable.

Agenda Item #13.2.1.

ARTICLE X. - ACCESSORY USES AND STRUCTURES

Sec. 34-311. - Accessory use table.

The following accessory use table shall be used to determine the required zoning district of which a use may be established. Unless otherwise stated, setback and spacing regulations shall be in compliance with Section 34-342, Table 1. Additional standards shall be complied with for the establishment of the accessory use.

LEGEND

P	means the use is permitted in the corresponding zoning district.
	means the use is prohibited in the corresponding zoning district
*(#)	means additional requirements and criteria must be met in order for the use to be permitted per the criteria in Section <u>34-312</u>

Accessory Use Generalized Table by Zoning District														
Zoning District/Accessory Use and Structures	R-1	R-2	R-15 R-25 R-50	NC	PCD	OF	BTO	I-1	I-2	PD	AU	GP	EO	
Awnings, canopies, roof overhangs, balconies, architectural structures *20,22	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Carports *21,22	P	P												
Commercial recyclable material storage area* 10				P	P	P		P	P	P	P	P	P	P
Construction trailer—temporary Trailer used as sales office*17	P	P	P	P	P	P		P	P	P	P	P	P	P
Ice and Propane storage *24				P	P			P	P	P	P			P
Home Occupation Office *25	P	P	P	P	P		P		P	P	P			P
Donation bins *15				P	P	P		P	P	P				P
Drive-thru facilities *23					P									
Dumpster enclosures *9	P	P	P	P	P	P	P	P	P	P	P	P	P	P

Agenda Item #13.2.1.

Gatehouses, guardhouses *19	P	P	P		P	P		P	P	P			P
Generators—permanent *5	P	P	P	P	P	P	<u>P</u>	P	P	P	P		P
Maintenance building commercial, industrial *8				P	P			P	P	P	P		P
Mobile medical, professional unit *18				P	P	P	<u>P</u>	P	P	P			P
Multifamily recyclable material storage areas *11			P	P	P				P				P
News kiosk *14				P	P	P		P	P	P			P
Outdoor dining *6				P	P	P		P	P	P	P		P
Outdoor grilling, commercial *7				P	P	P		P	P	P	P		P
Outdoor storage, open air storage, including vehicles *12								P	P		P		P
Portable storage units *4	P	P	P						P				
Screen enclosures, covered patios *3	P	P					<u>P</u>		P				P
Swimming pools, spas, *2	P	P	P	P	P		<u>P</u>		P				P
Utility sheds, storage shed *1	P	P	P				<u>P</u>		P	P			
Vending machines, video arcade games *13			P	P	P	P		P	P	P			P
Watchman, manager or caretaker quarters—permanent, temporary *16			P	P	P			P	P	P	P		P
Note: See additional standards and requirements and criteria for specific accessory uses set forth in section 34-312 and the master use list in appendix A of section 34-733.													

Agenda Item #13.2.1.

ARTICLE XI. - DEVELOPMENT STANDARDS GENERALIZED TABLE OF DEVELOPMENT STANDARDS

Sec. 34-342. - Tables for development standards.

The following are generalized development standards categorized by standards and by zoning districts. These standards are minimum requirements, unless otherwise regulated in this section that all development shall comply with:

Table 1. Development Standards

Zoning Districts			
	R-1, Single-Family (See Figures 11-1, 11-2 for illustrations) <u>Business Transition Overlay (BTO)</u>	R-2, Two-Family; R-15, Multiple-Family; R-25, Multiple-Family; R-50, Multiple-Family	R-15, Multiple-Family; R-25, Multiple-Family; R-50, Multiple-Family
	Single-family Detached Two-Family	Townhouse	Multiple-family
Lot and Density Parameters			
Minimum dimensions per development site	Not applicable	10,000 s.f.	10,000 s.f.
Lot frontage, minimum	75 ft.	96 ft.(block) 22 ft. individual interior lot	100 ft.
Lot frontage, minimum (corner lots and townhome end lots)	75 ft.	37 ft. individual lot	100 ft.
Lot area (net), minimum	7,500 s.f.	2,200 s.f. interior lot; 3,700 s.f. for corner and end lots	10,000 s.f.
Density, maximum (net)	Up to 6 du/ac	Up to 15 du/ac	R-15 up to 15 du/ac R-25 up to 25 du/ac R-50 up to 50 du/ac

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Agenda Item #13.2.1.

Lot coverage and Permitted Impervious areas			
Lot coverage principal building	40% max.	70 max. per lot	60 max.
Required front yard	50% max. impervious area	90 max. impervious area	Not applicable
Lot coverage (accessory building within required rear yard)	30% max.	30% max.	Not applicable
Rear yard	70% max. impervious area	70% max. impervious area	Not applicable
Maximum Height			
Principal building(s)	35 ft./2 stories	40 ft/3 stories	R-15: 40 ft./3 stories R-25: 50 ft./4 stories R-50: 120 ft./10 stories
Accessory building (s)	14 ft.	14 ft.	20 ft.
Principal Building Size, Setbacks and Spacing			
Building length (maximum)	Not applicable	155 ft.	Greater than 150 ft. requires administrative approval for massing and articulation
Front setback (minimum)	25 ft.	20 ft.	25 ft.
Rear setback (minimum)	25 ft.	15 ft.	25 ft.
Interior side setback (minimum)	7.5 ft. min. or 10% of lot width but not less than 5 ft.	15 ft.	15 ft.

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Agenda Item #13.2.1.

Side street setback (minimum)	15 ft.	15 ft.	20 ft.
Spacing between principal buildings (minimum)	Not applicable (only 1 dwelling per lot)	20 ft. without openings; 30 ft. with openings	20 ft. without openings; 30 ft. with openings
Accessory Building Setbacks and Spacing			
Front setback (minimum)	75 ft.	75 ft.	25 ft.
Rear setback (minimum)	5 ft.	5 ft.	5 ft.
Interior side setback (minimum)	7.5 ft.	5 ft.	15 ft.
Side street setback (minimum)	20 ft.	20 ft.	20 ft.
Between accessory building and any other Building (minimum)	10 ft.	10 ft.	20 ft.
Carport Setbacks			
Front (minimum)	5 ft.	5 ft.	5 ft.
Rear (minimum)	5 ft.	5 ft.	5 ft.
Interior side (minimum)	5 ft.	5 ft.	5 ft.
Side street (minimum)	5 ft.	5 ft.	10 ft.
Swimming Pool Setbacks			

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Agenda Item #13.2.1.

Front setback (minimum)	75 ft.	75 ft. individual lot 25 ft. on common area	25 ft.
Rear (minimum)	7.5 ft.	7.5 ft.	10 ft.
Interior side (minimum)	10 ft.	10 ft.	10 ft.
Side street (minimum)	20 ft.	20 ft.	25 ft.
Screen Enclosure Setbacks			
Rear (minimum)	6 ft.	6 ft.	5 ft.
Interior side (minimum)	5 ft.	7.5 ft.	7.5 ft.
Side street (minimum)	15 ft.	15 ft.	20 ft.
Patio Slabs - Brick Pavers			
Rear (minimum)	5 ft.	5 ft.	
Interior side (minimum)	5 ft.	5 ft.	
Side street (minimum)	15 ft.	15 ft.	
-Coverage			

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Agenda Item #13.2.1.

ARTICLE XII. - OFF-STREET PARKING, LOADING AND VEHICULAR CIRCULATION REQUIREMENTS

Sec. 34-374. - Purpose and intent.

The intent of this article is to ensure adequate and appropriately located off-street parking and loading, to avoid undue congestion on streets, to avoid unnecessary conflicts between vehicles and pedestrians, to preserve and enhance pedestrian activity areas within the city, and to facilitate vehicular access from public rights-of-way to off-street parking facilities.

(Ord. No. 2010-10-218, § 2(12-10), 4-7-2010)

Sec. 34-375. - Parking and loading facilities required.

A certificate of use shall not be issued for any structure or use unless required parking spaces and loading facilities are provided. When the use of all or a portion of land or a structure utilized for a business is changed, if the parking requirements for the new use exceed the original parking requirements for the facilities, additional parking shall be provided to meet the requirements for the new use. Any expansion, alteration, or improvement increasing the gross square feet of an existing structure which increases the required number of parking or loading spaces shall be accompanied by a corresponding increase in the number of spaces.

(Ord. No. 2010-10-218, § 2(12-20), 4-7-2010)

Sec. 34-376. - General requirements.

- (a) *Storm drainage for parking and loading spaces.* Off-street parking and loading spaces, for other than single-family residences and duplexes, shall be provided with drainage systems adequately designed and maintained as required by the following:
 - (1) To prevent the accumulation of water from normal rainfall; and
 - (2) To prevent the runoff of rainfall onto neighborhood property at rates greater than would result if the site were undeveloped. Drainage systems shall be designed in accordance with standards set forth in the city's public works manual and meeting the approval of the public works department.
- (b) *Maintenance and good repair.* All required off-street parking areas shall be maintained in good repair and shall be kept in a reasonably clean and sanitary condition free from rodents, insects and vermin.
- (c) *Parking in open space areas prohibited.* Parking in areas for open space, landscaped areas, and lawns shall be prohibited.
- (d) *Supplemental parking.* Off-street parking spaces that are provided in excess of the number required in this article are discouraged. Additional parking spaces provided ~~which do not meet the standards set forth in this article,~~ may be permitted subject to approval of an administrative variance or waiver as set forth in section 34-49.
- (e) *Retention of required off-street parking spaces.* Required off-street parking spaces shall not be replaced by any other on-site facility unless equal parking facilities are provided elsewhere. Off-street parking spaces existing on the effective date of the ordinance from which this article is derived shall not be reduced to an amount less than required.
- (f) *Ownership of parking and loading spaces.* The title of all property on which required parking and loading is provided shall be unified with the title of all property on which the uses served are located. Deed restrictions and other documents which provide for title unification shall be recorded with the city clerk prior and shall be subject to consideration of a development approval.
- (g) *Entrances and exits to parking and loading facilities.* Entrances and exits to parking and loading spaces shall be located on one or the other:

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Agenda Item #13.2.1.

- (1) Land in the same zoning district as the use served;
- (2) Land in a less restrictive zoning district.

(Ord. No. 2010-10-218, § 2(12-30), 4-7-2010; Ord. No. 2011-21-263, § 2, 10-5-2011)

Sec. 34-377. - Parking facility standards for single family residential and fewer than four dwelling units on a lot.

Developments of fewer than four dwellings on a lot are subject only to the requirements of this section unless otherwise provided in this section.

- (1) Required off-street parking spaces shall be located on the property on which the units are constructed. Required parking may be located in a front yard. Parking areas located in the front yard shall be surfaced with a hard, smooth, non-dusting surface in accordance to the public works manual and meeting the approval of the public works department.
- (2) ~~Each parking space shall comply with the minimum dimensions in section 34-382. Where driveway parking is provided, the minimum width of the driveway shall be ten feet for single-loaded driveways and 20 feet for double-loaded driveways.~~
- (2) Each parking space shall comply with the minimum dimensions in section 34-382. Where driveway parking is provided, the minimum length of any driveway shall be 20 feet. Minimum driveway width shall be ten feet minimum for single-loaded driveways and 20 feet maximum for double-loaded driveways. The total width of all driveways combined (circular or multiple driveways) shall not exceed 30 feet. Circular driveways shall provide 25 feet minimum separation between driveways and 5 feet minimum separation between the property line and the driveway at center of landscape island.
- (3) ~~Enclosed garages provided on the lot with the dwelling unit shall not count toward required parking spaces.~~
- (4) ~~Driveways for single-family residences and duplexes shall be spaced a minimum five feet from any side yard property line.~~
- (3) Driveways for single-family residences and two-family (duplexes) shall be spaced a minimum five feet from any side yard property line and shall be three feet separated from the building.
- (4) Parking spaces for single-family detached, two-family and townhouse dwellings may be provided in the form of a driveway in front of each dwelling unit. Parking may be tandem. Ingress and egress to the parking space may involve backing out onto a public right-of-way, provided that back out parking for townhouses is permitted only on minor, local access streets.
- (5) Installation of a new driveway requires a paved driveway approach. The width of the driveway approach shall match the width of the interior driveway. A vehicular gate shall not be permitted unless a driveway and approach are provided.
- (6) Number of driveways for single family residences. A maximum of two (2) driveways are permitted per residence. Access points shall meet the approval of the public works Department.

(Ord. No. 2010-10-218, § 2(12-40), 4-7-2010)

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Agenda Item #13.2.1.

Sec. 34-378. - Construction standards, pavement markings and signage.

- (a) All parking areas shall be paved per requirements of the city public works department. It shall be a violation of this chapter to park on any unpaved areas as described in this article.
- (b) ~~Markings and signage. Traffic control signs and pavement markings shall be used as necessary to ensure safe and efficient traffic operations within all parking and loading areas. Required off-street parking spaces shall be delineated by four-inch white double striped lines. All signs shall comply with the Manual of Uniform Traffic Control Devices Federal Highway Administration, United States Department of Transportation, 1978, as adopted by the state department of transportation, as revised.~~
- (b) Pavement Markings. All required off-street standard parking spaces shall be delineated by four-inch white double striped lines, except concrete pavement shall be delineated by four-inch yellow double striped lines.
- (c) Signage. Traffic control signs and pavement markings shall be used as necessary to ensure safe and efficient traffic operations within all parking and loading areas. All signs shall comply with the latest version of the Manual of Uniform Traffic Control Devices Federal Highway Administration, United States Department of Transportation, as adopted by the state department of transportation, as revised.

For parking stalls where a sidewalk is located in front of the parking stall, signage shall be placed in one the following locations in order of preference:

- (1) Located within grass area beyond sidewalk;
- (2) In front of the parking stall (s) on the asphalt;
- (c) ~~Curbs, wheel-stops, or bollards shall be installed to protect landscaped areas, pedestrian area, buildings, and property lines.~~
- (d) ~~Curbs, wheel-stops, or bollards shall be installed to protect landscaped areas, pedestrian area, buildings, and property lines. Parking stall overhang is not permitted. Off-street parking areas are also subject to landscape requirements of Article XIV of this chapter.~~

(Ord. No. 2010-10-218, § 2(12-50), 4-7-2010)

Sec. 34-379. - Location of parking facilities.

- (a) Required off-street parking and loading spaces for multiple-family developments of four units or more on one lot, mixed-use projects and nonresidential structures, shall be located on the same property on which the use or structure exists, provided that off-site parking is permitted subject to the following:
 - (1) The off-site parking is located within 300 feet of the subject property;
 - (2) The off-site parking is located in the same or less restrictive zoning district;
 - (3) The off-site parking is located in a district where such facilities are permitted;
 - (4) Off-site parking that does not meet the first two criteria above may be permitted subject to approval of an administrative variance and waiver as set forth in section 34-49.
- (b) On-street parking directly and wholly abutting the subject property shall be counted towards the off-street parking requirement, provided that:
 - (1) Such spaces are clearly marked on the site plan and pavement in accordance with the appropriate city, county and state standards;

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Agenda Item #13.2.1.

- (2) Such spaces shall be publicly accessible and cannot be reserved or restricted by the owner or tenants of the property;
- (3) On street parking on private streets may be counted towards required parking provided that the road is publicly accessible (not gated) and the streets, parking spaces and sidewalks are constructed consist with the standards for public streets in the city;
- (4) In the event the city, county or state removes the spaces at any time for a public purpose, the property shall be considered lawfully nonconforming with respect to parking.

(Ord. No. 2010-10-218, § 2(12-60), 4-7-2010)

Sec. 34-380. - Configuration of parking and loading ingress and egress.

- (a) Ingress to and egress from parking and loading spaces shall be provided in either of the following ways:
 - (1) Ingress and egress from parking and loading spaces shall be provided by means of clearly defined drives which lead from public rights-of-way to clearly defined maneuvering lanes which in turn provide access to individual parking or loading spaces. Configurations which require backing directly onto a street, excluding alleys, from a parking or loading space are prohibited except as provided in section 34-377. There shall be a minimum of ten feet separation between all access drives. The separation shall be measured along the curb line.
 - (2) Ingress and egress from parking stalls may be provided directly from public alleys. If existing alley width does not comply with minimum aisle requirements, additional parking space aisle or setbacks shall be required as indicated in section 34-382.
 - (3) Dead end parking. Dead end parking is strongly discouraged. In instances where dead end parking is necessary due to site constraints, an adequate turnaround space shall be provided in compliance with one of the following alternatives:
 - (a) Provide at least one backing out stall with the same dimensions of the parking stalls and minimum 9 feet backing out space at the end of the drive aisle. Backing out stall shall be clearly marked "No Parking" with stencil or signage.
 - (b) Provide a 16 feet T-Turnaround.
- (b) Common vehicular access points.
 - (1) *Applicability.* The administrative official, in conjunction with the recommendation of the development review committee, may require the provision of common vehicular access points between abutting lots or tracts when all of the following criteria are met:
 - a. The proposed use is nonresidential.
 - b. The lot or tract has frontage on a street classified as an arterial or collector in the traffic circulation plan element of the comprehensive development master plan.
 - c. The provision of common vehicular access points and related common access ways will help mitigate future adverse transportation impact of the proposed use upon traffic safety and vehicular operating capacity of the major thoroughfare in question.
 - d. The existing or anticipated land uses adjacent to the lot or tract in question are generally of a similar or compatible character to the proposed use of the lot or tract in question.
 - e. The provision of common vehicular access points between lots or tracts is not impractical due to the configuration of existing buildings, structures or other related circumstances.
 - (2) *Design of common vehicular access points.* When common vehicular access points are required, the following design criteria shall apply:

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Agenda Item #13.2.1.

- a. Common vehicular access points shall provide two-way traffic circulation to accommodate a 12-foot-wide access way in each direction.
- b. Common vehicular access points should be located between the parcel line with frontage on the major thoroughfare and the required front yard building setback or base building line, whichever is greater.
- c. Stub-outs and other design features shall be provided to the parcel line in question in order to tie together on-site vehicular traffic circulation of abutting properties.
- d. Off-street parking, common vehicular access ways and related facilities shall be arranged in a manner that coordinates on-site vehicular circulation between abutting lots and tracts.

(3) *Submittal of draft common vehicular access point agreement.* When a common vehicular access point agreement is required, a draft copy of such agreement, easement or other similar instrument shall be submitted with a proposed site plan or a proposed tentative plat, whichever is applicable.

(4) *Recording and evidence of common vehicular access point agreement.* All common vehicular access point agreements, easements or other similar legal instruments required by the provisions of this schedule shall be recorded by the city clerk. A notarized copy of such recorded agreement, easement or instrument shall be provided to the administrative official prior to the issuance of a building permit or certificate of completion.

(5) *Identification of common vehicular access point agreements on official zoning map.* Upon receipt of evidence of common vehicular access point agreement, the administrative official shall cause such agreement to be identified on the properties party to the agreement.

(6) *Temporary vehicular access points.* When the lot in question is developed prior to an abutting lot, a temporary vehicular access point on a major thoroughfare may be approved provided, however, that a condition of approval of such temporary vehicular access point shall be removal of same when development of the abutting lot or tract provides common vehicular access and a coordinated system of on-site traffic circulation for both premises. The administrative official shall notify the owner of record of the lot in question by certified mail as to when the temporary vehicular access point shall be removed and any applicable conditions for its removal. The owner shall be responsible for all costs involved in removing the temporary vehicular access point.

(Ord. No. 2010-10-218, § 2(12-70), 4-7-2010)

Sec. 34-381. - Number of required off-street parking space requirements for all districts and uses.

- (a) *Required parking for multiple uses.* Where there are multiple uses including accessory uses within one development, building, or structure, the required parking for each use shall be computed and the summed total number shall be the required number of parking spaces, except as provided in section 34-387 for shared parking.
- (b) *Required number of spaces when fractional space computed.* When calculations determining the number of required parking spaces result in the requirements of a fractional space, any fraction up to and including one-half shall be disregarded and fractions over one-half shall require one parking space.
- (c) *Tandem spaces, valet parking spaces, disabled parking spaces, parking for transporting young children counted towards required spaces.* Where in association with a specific use tandem or valet parking is customary or incidental or provided, and required disabled and parking for transporting young children are provided; the provision of such parking shall be counted towards the required number of parking spaces.
- (d) *Parking analysis required.* Due to the unique and specific requirements that may not be standardized for specific uses, the administrative official may require the submission of a parking analysis to

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Agenda Item #13.2.1.

determine the required number of parking spaces, loading spaces, and configuration of the parking areas. Said parking analysis shall provide details of the required parking standards for the specific use. Such study shall be based on and relied upon, but not limited to, other existing parking requirements of similar uses, historical parking data, special parking provisions or accommodations, use of mass transit, reliable statistical planning data and studies, or other reliable sources to allow the administrative official to make the determination.

(e) *Schedule of off-street parking requirements.* The minimum number of required off-street parking spaces for specific uses are set forth in table 1 in this subsection. The parking requirement for uses not listed in the table shall be the parking requirement for the most similar related use in the master use and definition list, Appendix A, as determined by the administrative official.

Table 1. Off-Street Parking Requirements

Use	Minimum Number Of Off-Street Parking Spaces
Residential Type Uses	
Assisted Living Facility (ALF)	1 per each 2 beds plus 1 per each 2 employees
Community residential facility greater than <u>15</u> and more <u>6</u> residents	1 per each 2 beds plus 1 per each 2 employees
Community residential facility 7 to 14 residents	1 per each 2 beds plus 1 per each 2 employees
Community residential facility up to 6 residents	As required for dwelling unit
Day care center—adult, or more than 5 children	1 for each personnel and transportation vehicle or 1 per 1,000 square feet gross floor area, whichever is greater
Dormitories, Fraternity or Sorority house, on campus, off-campus	2 spaces per 3 sleeping rooms or parking analysis
Family care home 5 children or less	As required for dwelling unit
Farm worker housing	1 per sleeping room
Halfway house, treatment facility	1 per each 2 beds plus 1 per each 2 employees
Home occupation office	As required for dwelling unit
Hotels, Motels, Lodging	1 per the first 40 rooms or suites then 1 per 2 rooms/suites thereafter.

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Agenda Item #13.2.1.

	<u>1 per 2 rooms/suites</u>
Mobile home, Manufactured homes	2 spaces per unit
Residential—mixed-use residential	2 spaces per unit; plus .25 guest spaces per unit <u>1 for each one bedroom unit; 1.25 for each 2 bedroom unit; 2 per 3 or more bedroom unit</u>
Residential—multifamily residential	2 spaces per unit; plus .25 guest spaces per unit
Residential—single-family-detached residential	2 spaces per unit;
Residential—townhouse	2 spaces per unit; plus .25 guest spaces per unit
Residential—two-family residential	2 spaces per unit;
Transient Housing—shelters	1 per sleeping room plus 1 per employee
Watchman, manager or caretaker quarters—RV	1 per unit
Public And Institutional Type Uses	
Airport, airfield, heliport, related uses—public, private	Parking analysis
Community centers	Parking analysis <u>1 per 250 square feet</u>
Cultural and civic facilities - libraries, museums	Parking analysis <u>1 per 250 square feet</u>
Detention facility	Parking analysis
Educational facilities—college or university, private	Parking analysis

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Agenda Item #13.2.1.

Educational facilities—private (includes charter)	High school: 1 per 10 student stations above grade 9, 1 per faculty/staff members, 15 for visitors; middle/jr. high: 1 per faculty/staff member, 10 for visitors elementary: see middle/jr. high, visitors parking shall be minimum 5 percent of all other required parking
Educational facilities—public	Per state requirements
Educational facilities—technical, vocational, specialty	Parking analysis
Government facilities, including administrative, support and service	Parking analysis <u>1 per 300 square feet</u>
Hospital, private, public	Parking analysis <u>1 per first 300 beds and 1 additional per 2 additional beds, plus 1 per 3 employees and resident staff members</u>
Public parks and recreational facilities	Parking analysis
Public safety facility	Parking analysis
Sewage lift or pumping station	Parking analysis
Solid waste transfer station	Parking analysis
Transit station	Parking analysis <u>3 per 2500 square feet; 1 per additional 500 square feet; 3 per additional 5000 square feet</u>
Utilities and related facilities	Parking analysis
Water plant, waste water plant	Parking analysis
Vehicle Related Commercial Type Uses	
Car wash—enclosed	1 per 250 square feet of GFA; minimum of 3
Car wash—outside, hand wash	1 per 250 square feet of covered area(s); minimum of 3

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Agenda Item #13.2.1.

Parking garage, lot—commercial	Not applicable
Rental-automobile only	Parking analysis <u>3 per 2500 square feet; 1 per additional 500 square feet</u>
Rental-truck and other vehicles	Parking analysis
Transit, passenger and freight terminals	Parking analysis
<u>Bus charter service, passenger bus terminal</u>	<u>3 per 3000 square feet; 1 per additional 500 square feet; 3 per additional 5000 square feet</u>
Vehicle Fueling stations and sales	1 per 250 square feet of GFA
Vehicle major repair—mechanical, body	1 per 250 square feet of GFA
Vehicle minor repair—mechanical, service	1 per 250 square feet of GFA
Vehicle—arts sales and installation and service— new	1 per 250 square feet of GFA
Vehicle—parts sales and installation—used	1 per 250 square feet of GFA
Vehicle sales— <u>retail</u> , new automobiles	Parking analysis
Vehicle sales— <u>retail</u> , used automobiles	Parking analysis
<u>Vehicle sales – wholesale dealer, online, independent dealer.</u>	<u>1 per 2000 square feet (minimum 2 spaces are required)</u>
Recreation, Entertainment Type Uses	
Amusement parks, stadiums, arenas, Marinas	Parking analysis
Arcade, video games, electronic gaming	1 per 250 square feet of GFA <u>3 per 2500 square feet, 1 per additional 500 square feet</u>
Camp grounds, RV parks	1 per campsite or RV space

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Agenda Item #13.2.1.

Casino Gaming Facility	Parking analysis
Golf - course , driving range	3 per hole; 1.5 per driving range station; other uses per these requirements
Golf, miniature	5 per hole; other uses per these requirements <u>3 per hole; other uses requirements</u>
Gun, pistol range, gun clubs, archery clubs—indoor, outdoor	Parking analysis
Race track- horse, dog, car	Parking analysis
Riding clubs—horses, off-road vehicles, motorcycles	Parking analysis
Sports fields, batting cages, basketball courts, racket ball courts, sporting activities, bowling alleys—indoor	Parking analysis <u>1 per 250 square feet</u>
Sports fields, batting cages, basketball courts, racket ball courts, sporting activities—outdoor	Parking analysis
Restaurant, Food And Beverage Service Type Uses	
Adult entertainment establishment	1 per 4 persons based on maximum capacity
Bar/lounge, <u>wine tasting room</u>	1 per 4 persons on maximum capacity
Catering Service	3 per 1,000 square feet of GFA
Nightclub, Discotheque, Club	1 per 4 persons based on maximum capacity
Microbrewery	1 per 1,000 square feet GFA dedicated to brewery operations 1 per 4 seats for restaurant, tasting room, outdoor seating areas
Restaurant—sports, amusement, coffee/sandwich shop, cafeteria, outdoor cafe	1 per 4 persons based on maximum capacity

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Agenda Item #13.2.1.

Places Of Public Assembly Type Uses	
Auction House—indoor	1 per 4 persons based on maximum capacity
Banquet hall	1 per 4 persons based on maximum capacity
Funeral Homes	1 per 4 persons based on maximum capacity
Place of religious assembly	1 per 4 persons based on maximum capacity
Private clubs, not public	1 per 4 persons based on maximum capacity
Theater (movie, performing arts)	1 per 4 persons based on maximum capacity
Commercial Type Uses	
Convenience store	1 per 250 square feet of GFA
Donated goods Center—new/used	1 per 250 square feet of GFA
Drug, Pharmacy store	1 per 250 square feet of GFA
Flea market	1 per 250 square feet of GFA
Food specialty store	1 per 250 square feet of GFA
Grocery store	1 per 250 square feet of GFA
Liquor package store	1 per 250 square feet of GFA
Pawn shop	1 per 250 square feet of GFA
Plant nursery, retail or wholesale	1 per 1,000 square feet of gross sales and storage area, interior and exterior
Retail—big box, club membership, department	1 per 250 square feet of GFA
Retail—general, single use	1 per 250 square feet of GFA
Retail—Home improvement, building	1 per 250 square feet of GFA

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Agenda Item #13.2.1.

materials	
Secondhand merchandise store/consignment store	1 per 250 square feet of GFA
Office Type Uses	
Call center	1 per 300 square feet of GFA
Office—business, sales, professional, semi-professional services	1 per 300 square feet of GFA
Office—medical office/medical clinic	1 per 250 square feet of GFA
Service Type Uses	
Animal grooming and pet sitting— indoor	1 per 300 square feet of GFA
Animal Hospital/Veterinarian clinic	1 per 300 square feet of GFA
Animal kennel, boarding	<u>Parking analysis</u> <u>1 per 2500 square feet, 1 per additional 500 square feet</u>
Animal shelters	<u>Parking analysis</u> <u>1 per 2500 square feet, 1 per additional 500 square feet</u>
Blood banks, diagnostic medical treatment centers	1 per 300 square feet of GFA
Check cashing, bill payments	1 per 300 square feet of GFA
Copy, printing center	1 per 300 square feet of GFA
Cosmetic Surgery, beauty clinics	1 per 300 square feet of GFA
Customer service center	1 per 300 square feet of GFA
Dry cleaning	<u>1 per 300 square feet of GFA</u>

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Agenda Item #13.2.1.

	<u>3 per 2500 square feet, 1 per additional 500 square feet</u>
Equipment and tool rental	1 per 300 square feet of GFA
Financial institution - banks, credit unions, investment brokerage establishments	1 per 300 square feet of GFA
Health club, fitness club	1 per 4 persons based on maximum capacity
Laundromat, self-service	1 per 300 square feet of GFA
Package shipping, mail service	1 per 300 square feet of GFA
Personal care services	1 per 300 square feet of GFA
Repair and service shop - general merchandise	1 per 300 square feet of GFA
Studios—photographic, and instructional	1 per 300 square feet of GFA
Tattoo parlor, body piercing	1 per 300 square feet of GFA
Other Uses	
Cemetery, mausoleums	Parking analysis
Crematory	1 per 4 based on maximum capacity
Wireless Antennas and support services	Parking analysis
Industrial Type Uses	
Distribution center	1 per 1,000 square feet GFA
Dry cleaning—commercial laundry plant	1 per 1,000 square feet of GFA
Industrial uses—heavy	1 per 1,000 square feet GFA; minimum 2 spaces

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Agenda Item #13.2.1.

Industrial uses—light	1 per 1,000 square feet GFA; minimum 2 spaces
Laboratory—medical, research, testing	1 per 250 square feet of GFA
Mining/extraction, rock quarry	Parking analysis
Outdoor Storage, open air storage <u>(including vehicles)</u>	1 per 5,000 square feet of lot area
Radio and transmitting station	1 per 1,000 square feet of GFA
Recycling facility, Refuse disposal	Parking analysis
Salvage yard, junkyard	1 per 5,000 square feet of lot area
Self-service storage facility	1 per 5,000 for first 20,000 square feet plus 1 per 10,000 square feet thereafter, plus 1 per 400 square feet of office plus 1 per manager's apartment; minimum of 5 per facility
Showrooms, retail sales	1 per 300 square feet of showroom area
Showrooms, wholesale sales	1 per 600 square feet of showroom area
Studio for movie, television, music production	Parking analysis
Warehouse	1 per 1,000 square feet of GFA
Agricultural Type Uses	
Farms—produce, livestock	Parking analysis
Greenhouses—nurseries, retail	Minimum of 8 up to first acre plus 1 per acre thereafter
Outdoor storage—agriculture	1 per acre *
Packing facilities—large	1 per 1,000 square feet of GFA or 1 per employee whichever is greater
Packing facilities—small	1 per 1,000 square feet of GFA or 1 per employee whichever is greater

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Agenda Item #13.2.1.

Produce stand, farmers market	Minimum of 3; 3 per 1,000 square feet of sales area
Seed drying facility	1 per 2,000 square feet of GFA or 1 per employee whichever is greater
Urban agricultural gardens	Parking analysis
Wineries, vineyards	1 per 2,000 square feet of GFA or 1 per employee whichever is greater

(Ord. No. 2010-10-218, § 2(12-80), 4-7-2010; Ord. No. 2013-19-307, § 2(Exh. A), 9-10-2013; Ord. No. 2016-14-360, § 2(Exh. A), 9-28-2016)

Sec. 34-382. - Dimensional requirements.

- (a) All off-street parking spaces shall be 8.5 feet in width and 18 feet in depth, unless modified in the table below based upon the angle at which the parking spaces intersect the drive aisle.
- (b) A minimum 25 feet spacing shall be required between the edge of pavement and a intersecting drive aisle or off-street parking space.
- (c) Dimensions for parking aisles and parking spaces for various angles of parking shall be as provided in figure 1 in this section. Two-way directional movement requires a minimum of 24 feet of wide aisle width regardless of parking angle and dimensions.

Figure 1: General Parking Dimensions						
A	B	C	D	E	F	G
Parking Angle	Stall Width	Stall Depth	Aisle Width	Curb Length	Half Bay	Full Bay
0	8'6"	8'6"	12'0"	22'	20'6"	29'0"
30	8'6"	16'4"	12'0"	17'0"	28'4"	44'8"
40	8'6"	18'1"	12'0"	13'3"	30'1"	48'2"
45	8'6"	18'9"	13'0"	12'0"	31'9"	50'6"
50	8'6"	19'3"	15'0"	11'1"	34'3"	53'6"

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Agenda Item #13.2.1.

60	8'6"	19'10"	18'0"	9'10"	37'10"	57'8"
70	8'6"	19'10"	20'4"	9'0"	40'2"	60'0"
75	8'6"	19'7"	20'10"	8'10"	40'5"	60'0"
80	8'6"	19'2"	21'8"	8'8"	40'10"	60'0"
90	8'6"	18'0"	24'0"	8'6"	42'0"	60'0"

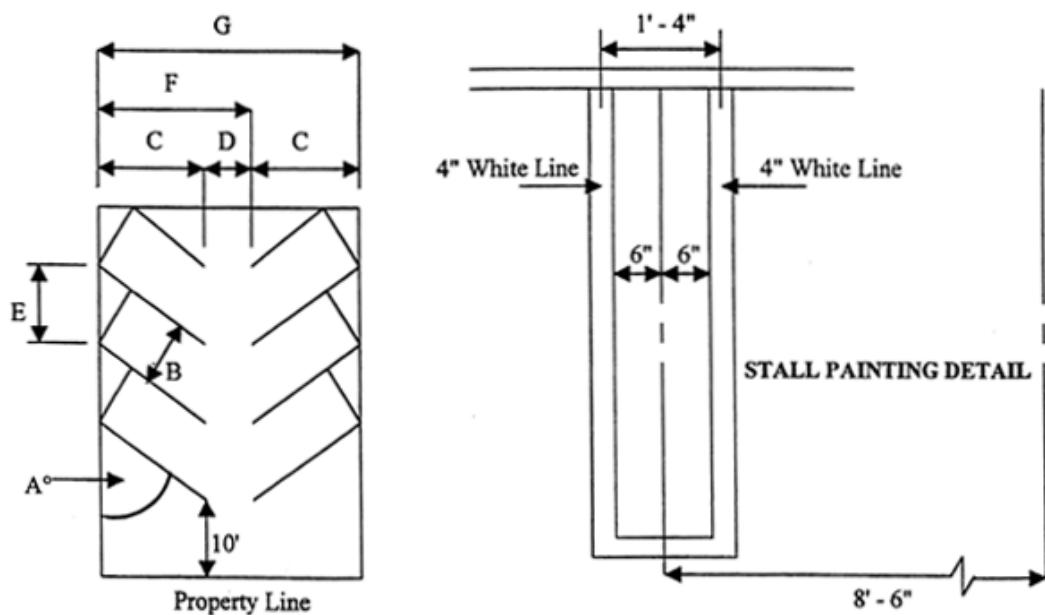


Figure 2: Tandem and Valet Parking

- (d) *Tandem and valet parking dimensions.* Where tandem and valet parking is provided towards required off-street parking or as additional parking, such parking areas shall conform to the dimensional standards set forth in Figure 2. Except that the tandem parking stalls may be stacked no more than two spaces deep.
- (e) *[Reserved.]*

(Ord. No. 2010-10-218, § 2(12-90), 4-7-2010; Ord. No. 2014-02-314, § 2(Exh. A), 1-8-2014; Ord. No. 2014-17-328, § 3, 10-8-2014)

Sec. 34-383 - Off-street loading spaces

(a) Loading spaces for the delivery of goods and services shall be provided in compliance with the requirements of table 2 in this section. Each loading space shall be striped and marked as a "loading zone" and shall be a minimum of 12 feet wide by 25 feet long.

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Agenda Item #13.2.1.

Table 2: Minimum Loading Space Requirements

Use Category	Gross Floor Area in SF	Loading Spaces
Office	0—1,000	0
	1,001—99,999	1
	100,000—149,999	2
	150,000 or greater	3
Commercial or Industrial	0—999	0
	1,000—49,999	1
	50,000—99,999	2
	100,000 or greater	3

(Ord. No. 2010-10-218, § 2(12-100), 4-7-2010)

Sec. 34-384. - Parking for the disabled.

Parking for disabled persons shall be provided as required by state statutes.

(Ord. No. 2010-10-218, § 2(12-110), 4-7-2010)

Sec. 34-385. - Parking for persons transporting young children.

(a) Spaces required. Parking spaces specifically designed for persons transporting young children under the age of three shall be required for commercial uses as set forth in table 3 in this section.

Table 3: Required Stroller Parking

Total Parking Spaces Required	Number of space for persons transporting young children
Up to 100	0
101—500	2

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Agenda Item #13.2.1.

501—1,000	3
Over 1,000	One additional space for each 500 parking spaces over 1,000

- (b) ~~Location of parking spaces.~~ Such spaces shall be located as closely as possible to parking spaces designated for physically disabled persons; provided parking spaces designated for physically disabled persons shall take precedence.
- (c) ~~Signage and markings.~~ Parking spaces for persons transporting young children and strollers shall be prominently outlined with green paint and posted with an approved permanent above-ground sign which shall not exceed seven feet above grade in height.
- (d) ~~Permit required.~~ The use of parking stalls designed for parking for transporting young children shall require a permit issued by the city. Said permit shall be obtained from submitting the application on a form approved by the city accompanied by fee established in the city's fee schedule subject to meeting the minimum requirements of issuance of a permit as established by the city.

(Ord. No. 2010-10-218, § 2 (12-120), 4-7-2010)

Sec. 34-385. – Veterans Parking.

- (a) Spaces required. One parking space specifically designated for veterans shall be required for all commercial uses with 50 parking spaces or more.
- (b) Signage and markings. Veterans parking space shall be prominently posted with an approved permanent above-ground sign which shall not exceed seven feet above grade in height.



Figure 3: Approved permanent above-ground sign

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Agenda Item #13.2.1.

Sec. 34-386. - Bicycle parking.

A minimum of one bicycle rack with a capacity to hold at least five bicycles shall be provided on properties with 50 vehicular parking spaces or more. An additional bicycle rack shall be provided for each additional 50 parking spaces required, up to a maximum of three bike racks or 15 bicycle spaces. Bicycle racks shall be located adjacent to the primary building they are intended to serve, as close to the entrance as is practicable.

(Ord. No. 2010-10-218, § 2(12-130), 4-7-2010)

Sec. 34-387. - Shared parking.

- (a) *Defined.* Shared parking occurs when one or more required parking spaces are shared by more than one use. Shared parking may be proposed in conjunction with development approval and shall comply with the methodologies and standards set forth herein.
- (b) *Number of spaces.* The determination of the required number of parking spaces for a specific use under an approved shared parking program shall be based upon the minimum required parking spaces set forth in section 34-381. The methodology for calculating the required parking for a use under a shared parking program shall be as follows:
 - (1) Multiply the minimum parking requirement for each individual use, as provided in table 1 in section 34-381 by the appropriate percentage in table 4 in this section for each of the five designated time periods.
 - (2) Add the resulting sum for each of the five vertical columns in the table.
- (c) *Minimum requirement.* The minimum requirement for shared parking is the highest sum among the five columns resulting from the calculation in subsection (a)(1) of this section.
 - (1) Shared parking shall not result in a reduction of more than 25 percent from the minimum parking required without shared parking.
 - (2) Parking spaces which are reserved for use by specified individuals, classes of individuals or specified businesses shall not be counted toward meeting shared parking requirements.
 - (3) Reserved parking for the disabled shall not be counted towards meeting shared parking requirements.
- (d) *Shared parking agreement.* The owner or owners of record of a property for which shared parking is requested shall be responsible for preparing a written agreement between the owners of the properties sharing parking and the city, indicating the terms under which the shared parking shall be used. The agreement shall be approved by the city attorney and shall be recorded in the county official records. The owners of record shall update the shared parking agreement to address any change in the uses identified in the agreement which would cause an increase in peak parking demand, or a finding of any other related change in conditions by the administrative official. The modified agreement shall be subject to the review and approval of the administrative official.
- (e) *Other methodologies for the calculation of shared parking requirements.* In lieu of using table 4 in this section, the minimum total number of required parking spaces may be determined using other acceptable methodologies, as reviewed and approved by the administrative official.
- (f) *Single-family residential.* Single-family residential uses shall not be eligible for shared parking.

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Agenda Item #13.2.1.

Table 4—Percent Demand for Parking by Use and Time of Day					
	Night	Weekday		Weekend	
Uses	12:00 a.m.— 7:00 a.m.	7:00 a.m.— 6:00 p.m.	6:00 p.m.— 12:00 a.m.	7:00 a.m.— 6:00 p.m.	6:00 p.m.— 12:00 a.m.
Residential	100%	60%	90%	80%	90%
Office/Industrial	5%	100%	10%	10%	5%
Commercial/Retail	5%	70%	90%	100%	70%
Hotel	80%	55%	100%	50%	100%
Restaurant	10%	50%	100%	50%	100%
Entertainment	10%	40%	100%	70%	100%
Places of Public Assembly	50%	40%	50%	100%	100%
All Others	100%	100%	100%	100%	100%

Source: *Shared Parking, Urban Land Institute*

(Ord. No. 2010-10-218, § 2(12-140), 4-7-2010)

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Agenda Item #13.2.1.

ARTICLE XIV. MINIMUM LANDSCAPE AND BUFFERING REQUIREMENTS; FENCES; WALLS; HEDGES

Sec. 34-439. In general.

(a) *Purpose and intent.* The purpose and intent this article is to provide regulations for the installation and maintenance of landscaping and landscaped open space, to utilize landscaping and landscaped open space as an effective means of conserving energy, to preserve open space, to maintain and improve the aesthetic quality of the city, thereby promoting the health and general welfare of, and increase the quality of life of residents, businesses, and visitors. In addition, it is the policy of the city council to encourage lush landscape and buffering and maximum greenery, and to preserve and maintain natural vegetative communities, and maintain and conserve all natural and conservation areas within the city, as identified in the city's comprehensive plan, in as much as:

- (1) The city's comprehensive development master plan identifies the areas of natural vegetation within city boundaries. The loss of these natural areas by indiscriminate removal of this vegetation adversely affects the public health, safety and general welfare.
- (2) Protecting natural vegetation also promotes wildlife habitat, maintains the natural character of neighborhoods, preserves the natural diversity of species, and recognizes the numerous beneficial effects of native trees and sound landscaping practices.
- (3) The city also recognizes that trees and landscaping assist in reducing flooding from stormwater runoff, increase aquifer recharge, provide shade for residents and businesses, and reduce heat and noise pollution.
- (4) Requiring sound landscaping practices, minimizing the loss of native trees and vegetation, and establishing a robust and uniform natural landscape in the city all increase the quality of life for residents and businesses.

(b) *Applicability; and compliance of nonconforming developments.* The landscaping and buffering requirements of this article shall apply to all development within the city. Existing developments that become nonconforming at the effective date of adoption of the Land Development Regulations shall be subject to compliance as follows:

- (1) Existing development that becomes nonconforming as for the landscaping and buffering regulations of this article as of the effective date of the adoption of this article may maintain legally nonconforming status for a period of five years, at which time all landscaping and buffering requirements not in compliance with this article shall be a violation of this chapter, with the exception of the following:
 - a. Existing developments that becoming nonconforming as to the landscaping and buffering regulations of this article as of the effective date of the adoption of this article that due to physical site limitations or other physical hardships cannot comply with the adopted regulations may be found to be in compliance, subject to obtaining certificate of legal conformity for landscaping and buffering requirements, as set forth in subsection 34-59(d).
 - b. Developments that have obtained a vested rights determination.
 - c. Developments that have obtained a certificate of legal conformity for landscaping as set forth in subsection 34-59(c), for the provision of the required irrigation in compliance to this article, of which compliance to the best extent possible to all landscape and buffering areas required has been met in order to bring the property into conformance of this article.
 - d. Single family residences, duplex residences, and townhouse residences that were built and obtained a certificate of occupancy prior to the effective date of adoption of the land development regulations.
 - e. Industrial developments in the I-1, and I-2 districts legally existing at the adoption of this LDR shall comply with all landscaping and buffering requirements of this article, except that the total number of shade trees as required in section 34-444, table 1, landscape and buffering standards generalized table developments shall be 22 shade trees per net acre.

Agenda Item #13.2.1.

~~Additionally, such developments shall not be required to comply with the landscape islands in off-street parking areas requirement.~~

(2) Existing developments that become nonconforming as of the effective date of adoption of the land development regulations shall submit plans to the city for landscape plan and buffering approval within three years from March 1, 2011; obtain landscape approval or obtain a certificate of landscape and buffering conformity as outlined in subsection 34-439(b)(1)a. within four years from March 1, 2011; and shall be in full compliance as approved by the landscape plan approval and/or certificate of landscape and buffering conformity within five years from March 1, 2011.

(Ord. No. 2010-10-218, § 2(14-10), 4-7-2010; Ord. No. 2011-02-244, § 2(App. A), 3-2-2011)

Sec. 34-440. Landscape permit required.

~~Prior to the issuance of a building permit, a landscape plan shall be submitted to and approved by the administrative official or his designee, except that city installation of landscape and related improvements in rights-of-way.~~

(1) *Permit application.* The applicant must file an application for a landscape permit to the planning and zoning department in a form approved by the administrative official containing all the information necessary which may include, but not be limited to, the following.

(2) *Landscape plan required.* The landscape plan shall be drawn to a scale not less than 1 inch: 30 feet, including dimensions, areas and distances, and clearly delineate the existing and proposed parking spaces, or other vehicular use areas, access aisles, driveways, coverage of required irrigation systems, water outlet locations and the location and size of buildings. The plan shall also designate, by name, size and location, the plant material to be installed, or if existing, to be used in accordance with the requirements hereof. No permit shall be issued for such building unless such landscape plan complies with the provisions herein. Only the design professional whose seal is affixed to the landscape plan or his designee may make minor modifications to the landscape plans. In R-1, R-2 districts only, a landscape plan is not required, but shall be in the form of a plot plan or drawing that may be prepared by the owner or the owner's representative showing required landscaping detail, including quantity, size and location. A landscape permit is required for all landscape installations including new single-family homes that are not part of a planned community. No trees or other plant material may be planted in public rights-of-way (swale areas) without a landscape permit from the city.

(3) *Vegetation survey.* A vegetation survey shall be provided for all sites at the same scale as the landscape plan. The vegetation survey shall provide the following information.

(4) *Location and graphic representation.* The accurate location and graphic representation by size DBH, canopy, and type of tree, in relation to existing development of all existing trees of a minimum two inches DBH or ten feet in height or, for native trees, of a minimum 1½ inches DBH or eight feet in height, including those which are proposed to be removed, relocated or preserved on-site in accordance with the requirements of landscape regulations.

The boundaries of any native habitat, native plant community, native plant species, and/or natural forest community and associated understory that exists on site, as determined by the planning and zoning administrative official.

(5) *Table.* A table showing the following information:

- The scientific and common name of each tree, each of which shall be numbered;
- The diameter at breast height (DBH) of each tree, or if a multiple trunk tree, the sum DBH for all;

Agenda Item #13.2.1.

- c. Estimated height, canopy cover, and physical condition of each tree, and whether specimen trees exist on-site;
- d. Common areas within residential zoning districts, such as amenity centers, project entrances, and miscellaneous open spaces including but not limited to tot lots and recreation areas, shall have a minimum of one tree and 20 shrubs for each 2,000 square feet of site area or portion thereof, and shall not be utilized for structures or vehicular use areas;
- e. Common areas within a private community;
- f. All ground-mounted mechanical equipment, storage areas, walls, fences, and common trash receptacles shall be screened from view using trees, shrubs, and/or hedges in addition to the common area requirement noted above.

(6) *Irrigation plan required.*

- a. ~~Single family residence, duplex residence.~~ Irrigation shall be provided for all landscape areas for single family or duplex dwelling, and shall include irrigation for swale areas. The irrigation plan may be indicated on a plot plan or a separate drawing prepared by the owner or the owner's agent indicating area to be irrigated, locations and specifications of lines and heads and pump specifications.
- b. ~~Other development.~~ Irrigation shall be provided for all landscape areas, including swale areas. A irrigation plan shall be required to show the following:
 1. Be drawn on a base plan at the same scale as landscape plans.
 2. Delineate existing and proposed structures, parking areas or other vehicular use areas, access aisles, sidewalks, driveways, the location of utilities and easements, and similar features.
 3. Include water source, design, operating pressure and flow rate per zone, total volume required for typical depths of application, and application rate.
 4. Include locations of pump pipes, controllers, valves, sprinklers; back flow prevention devices, rain sensor/shutoff devices and electrical supply and irrigation details.
 5. Delineate landscape areas, major landscape features, and hydrozones.
 6. New single family or duplex residence.

(7) *Drip line encroachment plan.* This plan shall be presented as part of the tree permit and shall be required for all trees whose drip line is planned to be encroached upon by any construction, excavation, fill or other activities associated with the development of the site. It shall include:

- a. Designation of each tree subject to any drip line encroachment;
- b. The reasons for the encroachment;
- c. Detailed description of the proposed efforts to protect the tree from damage due to the encroachment; and
- d. A plan to ensure its survivability as described in the Builder's Manual of Department of Agriculture.

(8) *Consideration of credits for existing plant material.* In instances where healthy plant material exists on a site, and is to be retained, the administrative official or his designee may adjust the application of the minimum requirements to allow credit for or consideration of such plant material, if such an adjustment is in keeping with and will preserve the intent of this chapter. When allowances are given, in no case shall the quantities of existing plant materials retained to be less than the quantities required in this chapter. In such cases, the applicant shall provide a survey specifying the species, approximate height and caliper, as well as the location and condition of any plant material used as a basis for requesting this adjustment. Any adjustment

Agenda Item #13.2.1.

shall be based on unique circumstances applicable to the plot in question with the object of such adjustment being to preserve existing vegetation or to maintain a tree canopy.

(Ord. No. 2010-10-218, § 2(14-20), 4-7-2010)

Sec. 34-441. Landscape plan review criteria.

(a) *Landscape plan review criteria.* Landscape plans shall be reviewed in accordance with the following criteria:

- (1) *Compliance with chapter.* Compliance with all applicable regulations set forth in this chapter.
- (2) *Landscape design.* Landscape design shall enhance architectural features, relate structure design to the site, visually screen dissimilar uses and unsightly views, reduce noise impacts from major roadways and incompatible uses, strengthen important vistas and reinforce neighboring site design and architecture.
- (3) *Preservation requirement.* Existing specimen trees and native vegetation (including canopy, understory, and ground cover) shall be preserved to the maximum extent possible and to all applicable requirements of these landscape regulations.
- (4) *Water conservation.* In order to conserve water, reduce maintenance, and promote plant health, plant species shall be selected and installed based on their water needs, growth rate and size, and resource needs. Plants with similar needs shall be grouped in hydrozones. Adequate growth area based on natural mature shape and size shall be provided for all plant materials.
- (5) *Use of native plant species.* The plan shall include use of native plant species in order to reestablish an aesthetic regional quality and take advantage of the unique diversity and adaptability of native species to the environmental conditions of South Florida. Where feasible, the reestablishment of native habitats shall be incorporated into the landscape plan.
- (6) *Planting in energy conservation zone.* Trees and shrubs shall be planted in the energy conservation zone where feasible, in order to reduce energy consumption by shading buildings and shall be used to reduce heat island effects by shading paved surfaces.
- (7) *Street trees.* Street trees shall be used to shade roadways and provide visual order. Where feasible, selected species shall be used to establish a road hierarchy by defining different road types.
- (8) *Planting material near utility lines.* Special attention shall be given to the use of appropriate species located under, or adjacent to, overhead power lines, near native plant communities, and near underground utility lines. Adequate growth area shall be provided for all plant materials.
- (9) *Avoidance of visual obstructions.* Landscaping shall be designed to provide safe and unobstructed views at intersections of roadways, driveways, recreational paths and sidewalks.
- (10) *Historic landscapes and features.* Historic landscapes and landscape features designated by local, state or federal governments shall be preserved.

(Ord. No. 2010-10-218, § 2(14-30), 4-7-2010)

Sec. 34-442. Issuance of landscape permit.

The administrative official shall approve, approve with conditions, or deny the permit application. A denial of the permit application may require the applicant to provide additional information or an alternative plan for consideration.

(Ord. No. 2010-10-218, § 2(14-40), 4-7-2010)

Agenda Item #13.2.1.

Sec. 34-443. Issuance of certificate of occupancy.

The administrative official or his designee shall inspect all landscaping and no certificate of occupancy or similar authorization will be issued unless the landscaping meets the requirements herein provided.

- (1) Certification of landscape compliance required. A preparer's certificate of landscape compliance bearing the original letterhead of the designing firm and licensing number shall be submitted to and approved by the planning and zoning administrative official prior to issuance of any final certificate of occupancy. The preparer's certification of landscape compliance shall contain a statement signed and sealed by the landscape architect or by persons authorized to prepare plans, who prepared the approved plans, that the landscape and irrigation plans have been implemented and that all requirements of these landscape regulations have been met. Any changes or substitutions to the approved plan shall be approved by the planning and zoning administrative official prior to the implementation of said changes and substitutions. All changes or substitutions to the approved plan shall be noted on all copies and a revision shall be submitted and approved before installation. Changes and substitutions of plant material shall be of similar quality, quantity and size, as originally approved and shall be in compliance with the intent and requirements of these landscape regulations.
- (2) For a new single-family or duplex residence on its own lot or applicable existing development, the owner or owner's agent may certify in writing that landscape and irrigation improvements have been installed according to approved plans.

(Ord. No. 2010-10-218, § 2(14-50), 4-7-2010)

Sec. 34-444. Landscape, buffering minimum standards.

- (a) *Landscape manual reference.* The city's landscape manual, which from time to time may be revised, and said landscape manual shall be made available to the public, as referenced in this chapter, and shall provide an illustrative and descriptive interpretation of the standards set forth in this chapter and suggested guide for landscaping and irrigation in accordance with the standards and requirements of this chapter. All plant material and installation requirements shall be consistent with the landscape manual. When street, shade, palm, trees, and hedging, sods and other vegetation are referenced in this article, same shall be installed shall be consistent species as with those species listed in the landscape manual, unless otherwise specified.
- (b) *No variance or waiver.* No variance or waiver of these requirements shall be authorized, except that an administrative variance in as set forth in section 34-49 for a contribution of funds in lieu of compliance may be granted.
- (c) *Exception.* Owners or developers of large scale projects comprising 40 or more acres may be permitted to satisfy this section by making all practical attempts to meet the requirements of this section, but when not practical to do so, may satisfy this requirement by making a monetary contribution, in accordance with subsection (d) of this section, in an amount to be determined by the city. All such exceptions shall be approved by the city manager.
- (d) *Contribution of funds in lieu of compliance to the standards.* Where a landscape or buffering requirement set forth in this article cannot be complied with, a waiver to contribute funds in lieu of complying with the requirement may be applied for as a administrative variance or waiver as set forth in section 34-49. The contribution shall be based upon the prevailing cost of the landscaping materials and labor costs on sources deemed acceptable by the director of public works, as such costs may be adjusted for local material and labor cost conditions. Payment under this section shall be deposited in an account to be designated and maintained for landscape and buffering installation in the city. If a contribution of funds in lieu of the landscape and buffering requirement is granted, such requirement shall be required prior the recordation of the plat, or prior to the issuance of building permit for any development on the property.

Agenda Item #13.2.1.

(e) ~~Prohibited and controlled tree species.~~ Prohibited and controlled tree species shall not be counted toward fulfilling minimum tree requirements. Prohibited trees shall be removed from the site.

(f) ~~Generalized minimum landscape and buffering table.~~ The following table shall be used as general interpretation of the required minimum landscape and buffering standards for the underlying zoning district that all development shall comply with. Further regulations for specific uses may be found under each zoning district regulations that shall be complied.

Table 1: Minimum Landscape and Buffering Standards Generalized Table

Zoning district/ landscape requireme nt	R-1	R-2	R-15 R-25 R-50	NC	PCD*	OF	I-1***	I-2***	PD**	AU	G P	EO
Shade trees	Min. 3-per lot	Min. 3-per lot	28-per net acre	28 per net acre	N/ A	28-per net acre						
Shade trees—off street parking areas	N/A	N/A	1-per req. landsc ape island	N/A	N/ A	1-per req. landsc ape island						
Street trees	1-per 25' lot front age	1-per 25' lot front age	1-per 25'-lot fronta ge	1-per 25'-lot fronta ge	N/ A	1-lot per 25' lot fronta ge						
Shrubs/He dging	Min. 10 per req. shade tree	10 per req. tree	10 per req. tree	10 per req. tree	N/ A	10 per req. shade tree						
Knee wall, off street	N/A	N/A	Requir	Requir	N/	Requir						

Agenda Item #13.2.1.

parking areas			ed	ed	ed	ed	ed	ed	ed	ed	ed	red	A	ed
Sod, lawn area, ground cover	Min. 50%	Min. 50%	Required	Required	Required	Required	Required	Required	Required	Required	N/A	N/A	Required	
Landscape & open space	N/A	N/A	Min. 20%	Min. 30%	Min. 18%	Min. 30%	Min. 10%	Min. 10%	Min. 30%	Min. 20%	N/A	Min. 18%		
Common open space	N/A	N/A	Min. 20%	N/A	N/A	N/A	N/A	N/A	Min. 30%	N/A	N/A	N/A		
Landscape buffers—front yard/ROW	N/A	N/A	Min. 10'	Min. 10'	Min. 11'— 21'*	Min. 10'	Min. 5'	Min. 5'	Min. 10'	Min. 10'	N/A	Min. 11'— 21' max.		
Landscape buffers—side yard	N/A	N/A	Min. 5'	Min. 5'	Min. 0'— 10'*	Min. 5'	N/A	Min. 0'— 10' max.						
Landscape buffers—rear yard	N/A	N/A	Min. 10'	Min. 10'	Min. 7.5'— 10'*	Min. 10'	Min. 5'	Min. 5'	Min. 10'	Min. 10'	N/A	Min. 7.5'— 10' max.		
Landscape buffers—off-street parking areas	N/A	N/A	Min. 7'	Min. 7'	Min. 0'— 10'*	Min. 7'	N/A	Min. 0'— 10' max.						
Landscape islands—off-street parking	N/A	N/A	1 per every 10 req.	1 per every 10 req.	1 per every 0—10 req.	1 per every 10 req.	N/A	1 per every 10 req.						

Agenda Item #13.2.1.

areas			parkin g spaces		parkin g spaces							
Fence, wall, hedge heights— maximum	Max. 6'/ma x. 4' front yard; hedges 8'	Max. 6'/ma x. 4' front yard	Max. 6'; hedge s-8'	Max. 8'; hedge s-8'	N/ A	Max. 8'; hedge s-8'						
* denotes requirements subject to obtaining incentive bonus in PCD district in accordance with sections 34-531, 34-532 and 34-562.												
** denotes additional requirements are applicable as set forth in article XVI of this chapter.												
*** denotes exceptions in the I-1, I-2 zoning districts as set forth in subsection 34-439(b)(1)e.												

(Ord. No. 2010-10-218, § 2(14-60), 4-7-2010; Ord. No. 2011-02-244, § 2(App. A), 3-2-2011; Ord. No. 2014-02-314, § 2(Exh. A), 1-8-2014; Ord. No. 2015-03-333, § 2(Exh. A), 3-25-2015)

Sec. 34-445. Extra standards, exceptions.

The generalized table of landscape and buffering requirements are subject to extra requirements and subject to certain exceptions. All landscaping and buffering shall be in compliance with the following standards:

- (1) Shade trees. All developments shall provide the required number of shade trees in compliance with the following standards:
 - a. All trees shall be a minimum of 12 feet high and have a minimum caliper of three inches at time of planting and four feet of clear trunk;
 - b. 30 percent shall be native species;
 - c. 50 percent shall be low maintenance and drought tolerant; and
 - d. No more than 30 percent of required shade trees shall be palms, where every three palms shall equal one required shade tree;
 - e. Minimum species diversity standards. When more than ten trees are required to be planted in accordance with the provisions of this division, a diversity of species shall be required. The number of species to be planted shall be based on the overall number of trees required. The applicant shall be required to meet the following minimum diversity standards, except that applicant shall not be required to plant in excess of six species:

Agenda Item #13.2.1.

Table 2 Minimum Diversity Standards

Required Number of Trees	Minimum Number Species
11—20	2
21—50	4
51 or more	6

f. Eighty percent of the trees used shall be listed in the city's landscape manual.

1. ~~Residential shade trees.~~ Trees shall be planted to as to provide shade to residential structures that are of a height of 35 feet or less. At least two required shade trees shall be positioned in the energy conservation zone as defined herein this chapter. All exterior air conditioning units, except for air conditioning units placed on the roof, shall be shaded by trees and/or shrubs as referenced in the city's landscape manual.
2. ~~Shade trees, off street parking areas.~~ A minimum of one shade tree shall be provided per required landscape island in parking lots. The provision of shade trees in off street parking areas shall count towards the required number of shade trees, otherwise required.
3. ~~Shade trees, grassed areas.~~ Grassed areas that are to be used for organized sports such as football and soccer or other similar sports or playgrounds, that are clearly identified on a landscape plan shall not be counted as part of the net lot area for the purpose of calculating tree requirements.

(2) *Street tree requirements.*

- a. ~~Height, spacing and species.~~ Street trees shall be of a species as listed in the Landscape manual and which normally mature at a height of at least 20 feet. Street trees shall have a clear trunk of four feet, an overall height of 14 feet and a minimum caliper of three inches at time of planting, and shall be provided along all roadways at a maximum average spacing of 25 feet on center, except as otherwise provided in these tree regulations. The 25-foot average spacing requirement for multiple single family units such as zero-lot-line and townhouse units shall be based on the total linear footage of roadway for the entire project and not based on individual lot widths. Street trees shall be planted no further apart than 60-foot intervals and no closer than 18 feet apart depending on the species.
- b. ~~Location.~~ Street trees shall be installed on private property within seven feet of the property line. Street trees planted along private roadways shall be placed within seven feet of the edge of roadway pavement or, where present, within seven feet of the sidewalk. Appropriate types of street trees shall be in compliance as listed in the landscape manual.
- c. ~~Maintenance of street streets.~~ When trees are planted within the right-of-way, the owners of land adjacent to the areas where street trees are planted must maintain those areas including the trees, plants and sod, using pruning methods specified in this chapter. Where the city determines that the planting of trees and other landscape material is not appropriate in the public right-of-way, they may require that said trees and landscape material be placed on private property.

Agenda Item #13.2.1.

d. *Exceptions.*

- (i) *Power lines.* Where the height and location of overhead power lines require the planting of low growing trees, street trees shall have a minimum height of eight feet, a minimum caliper of two inches at time of planting with a maximum average spacing of 25 feet on center.
- (ii) *Street lights.* No street trees shall be located closer than 12 feet from street lights, no palms may be closer than seven feet.
- (iii) *Electric, utility lines.* The spacing of trees from electric utility lines must follow those guidelines established by Florida Power and Light publication Right Tree, Right Place, available from the public works office.

(3) *Shrubs, hedging.* A continuous, extensively planted greenbelt of shrubs and hedging shall be provided along all property lines abutting a public rights-of-way in accordance the following minimum standards, except as permitted as set forth in section 34-446:

- a. All shrubs shall be a minimum of 18 inches in height when measured immediately after planting. Shrubs shall be provided at ratio of ten per required tree. Of the provided shrubs at least:
 1. 30 percent shall be native species;
 2. 50 percent shall be low maintenance and drought tolerant; and
 3. 80 percent shall be listed in the city's landscape manual.
 4. When used as a visual screen, buffer, or hedge, shrubs shall be planted at a maximum average spacing of 30 inches on center or if planted at a minimum height of 36 inches, shall have a maximum average spacing of 48 inches on center and shall be maintained so as to form a continuous, unbroken and solid visual screen within one year after time of planting, except penetrated only at approved points for ingress or egress to the property. Shrubs used as a buffer, visual screen, or hedge need not be of the same species;
 5. The height of any hedge shall not exceed eight feet in height;
 6. Hedges may be placed on the property lines; however, this regulation shall not be construed to permit such hedges to extend beyond the official right-of-way lines or property lines.

Exception: In PCD, hedge not required to be continuous pursuant to section 34-589.

(4) *Knee wall, off street parking areas required.* When an off-street parking area is located within 25 feet of an abutting right-of-way, in addition to the required continuous greenbelt of shrubs and hedging, a knee wall shall be installed within the required landscape buffer. Said wall shall comply with the following:

- a. May vary in height between two and three feet.
- b. May be fragmented, staggered, and/or meander, or continuous.
- c. Shall not obstruct any safe sight distance triangle.
- d. Shall be of a compatible architectural design, material, color of the principal building on the property.
- e. Lighting may be provided in accordance to the light standards of this section, but in no event shall lighting be used to create an attraction, distraction, or provide a commercial signage intent to the wall.
- f. A continuous landscape berm at an average height of three feet from grade may be permitted in lieu of the required knee wall.

Agenda Item #13.2.1.

g. ~~Exception. The knee wall requirement set forth in this section shall only apply to properties that have off-street parking areas abutting a principal arterial and minor arterial roadways, as depicted on the city's adopted comprehensive development master plan map FLU 1-7.~~

(5) ~~Sod, lawn areas, ground cover.~~ All, residential lawn areas, landscape open spaces and landscape buffers shall be planted with sod, lawns, or ground cover in compliance with the following standards:

- ~~Sod and lawn areas.~~ Sod and lawns shall be planted in a species well adapted to localized growing conditions in the city. Lawn areas may be sodded, plugged, sprigged, hydro mulched, or seeded except that solid sod shall be used in swales or other areas subject to erosion. In areas where other than solid sod or grass seed is used, over seeding shall be sown for immediate effect and protection until coverage is otherwise achieved. Developers are encouraged to have at least 40 percent of open area reserved as lawn areas.
- ~~Ground covers.~~ Ground cover plants used in lieu of grass, in whole or in part, shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one year after planting.

~~Other materials, species, construction of ground covers in lieu of grass may also be permitted providing such meets the approval of the administrative official.~~

(6) ~~Private open space.~~

- ~~Private open space is required for each single family residence, each duplex unit, each attached unit (townhouse) or detached unit that has direct ground floor access. Said space shall be for the exclusive recreational or leisure use of the inhabitants of the dwelling unit, and shall be located immediately adjacent to the unit, and designed in such a way as to provide privacy from adjacent dwelling units.~~
- ~~Said private open space shall be in addition to the common open space required and the amount of such space shall be 500 square feet of each attached unit (townhouse) or each duplex unit, and 800 square feet for each single family detached unit.~~

~~Provisions shall be made in the sale or rental of such units that such private open space is for the exclusive use of the unit concerned.~~

(7) ~~Landscape open space.~~ Developments shall provide the minimum open landscape areas in compliance with the following standards:

- ~~The required landscape open space shall be calculated on the net lot area.~~
- ~~The provision of all sod, lawn area, ground cover, landscape buffers, off street parking landscape islands shall be computed towards the required landscape open space requirement.~~
- ~~Water bodies may be used as part of the required landscaped open space but such water areas shall not be credited for more than 20 percent of the required open space.~~
- ~~The specific areas within enclosed or unenclosed building areas which are landscaped with grass, trees and/or shrubbery, water areas therein and areas therein with permanent art display may be used as part of the required landscaped open space, but such areas shall not be credited for more than ten percent of the required landscaped open space.~~
- ~~Landscape open space areas may also include tree preservation zones of "natural forest communities" as defined in section 26B-1 of the county Code.~~
- ~~Private open space shall not be computed towards the required landscape open space requirements.~~

(8) ~~Common open space.~~ Common open space shall be provided in compliance with the following:

Agenda Item #13.2.1.

- a. Of the required common open space 50 percent of said space may be unencumbered with any structure or off street parking and shall be landscaped and well maintained with grass, trees and shrubbery, play areas, sports fields and other similar uses.
- b. The remaining 50 percent may be used as swimming pools, tennis courts, shuffleboards, pedestrian walks, entrance features, recreation buildings, playgrounds, picnic areas, maintenance buildings for the common areas, and other recreational uses that are and shall be for the general use of all residents and visitors of the development.

(9) *Landscape buffers.* A continuous landscaped greenbelt, except for penetrations for permitted ingress and egress points at the width set forth in the article shall be provided within the required yard setback areas, and should be designed as stormwater filters or bioswales in compliance to the following standards, except as otherwise be permitted as set forth in article XV of this chapter:

- a. *Encumbrances.* Buffers may be encumbered by site infrastructure improvements, utilities, but may not be encumbered by any accessory structure.
- b. *Fences and walls.* Buffers may be encumbered by fences and walls in compliance with this chapter.

Exception: In PCD, buffers may be reduced or eliminated through incentive bonuses.

(10) *Off street parking areas.*

- a. Landscape buffers abutting front end parking shall require protection from vehicular encroachment by placing curbing (type D or F) or car stops at perimeter parking at least two feet from the edge of such landscaped areas. Other landscaped areas abutting curved or angular drives shall be curbed. Where the landscape easement abuts onsite vehicular use areas such as traffic lanes, the landscape easement shall be separated from the traffic lanes by continuous concrete curbing with an 18 inch depth below grade. Extruded curbing installed on top of the paving is prohibited. Landscaped areas or islands shall contain clean fill and topsoil to at least the top of the curb.
- b. *Exceptions.* Where a setback of less than the required buffer areas is permitted the landscape buffer shall be reduced accordingly.
- c. *Landscape islands, off street parking areas.* Landscape islands shall be provided within off street parking areas in compliance with the following standards, except as set forth in section 34-532:
 1. Landscape islands shall be calculated as one island per every ten required parking spaces; such requirement shall be rounded down to the nearest ten parking spaces; except as provided in section 34-532 for properties zoned PCD.
 2. Landscape islands shall be spacing may vary, but shall not be spaced more than 15 parking spaces apart, except as provided in section 34-532 for properties zoned PCD.
 3. Landscape islands shall be a minimum of five wide, less any curbs, and shall be a minimum length of 13.5 feet in length less any curbs.
 4. Landscape islands shall be computed towards the required open space requirement.

(Ord. No. 2010-10-218, § 2(14-70), 4-7-2010; Ord. No. 2011-02-244, § 2(App. A), 3-2-2011; Ord. No. 2011-21-263, § 6, 10-5-2011; Ord. No. 2014-02-314, § 2(Exh. A), 1-8-2014)

Sec. 34-446. Fences, walls and hedges; safety barriers for swimming pools.

(a) *Public safety.* No fence, wall or hedge shall be constructed or maintained within three feet of a fire hydrant, water connection, or other emergency apparatus placed for the purpose of fire protection. Fences, walls or hedges shall not be placed within the area required by applicable fire and life safety

Agenda Item #13.2.1.

~~codes to be clear and unobstructed for passage of emergency vehicles or for the ingress and egress of persons or animals.~~

(b) ~~Special fence prohibitions.~~ No barbed wire, electrical elements, or other hazardous materials shall be maintained as a fence or part of a fence or wall in a residential district. The top surface of any chain link or cyclone fence shall be crimped to eliminate the exposure of sharp edges. All other use of barb wire, electrical elements or other hazardous materials shall only be allowed after administrative variance or waiver approval as set forth in section 34-40.

(c) ~~Permits required.~~ All fences, walls, or hedges, shall comply with appropriate zoning clearance and building permit procedures. A certificate of occupancy or certificate of use shall not be issued until all required fences, walls, or screening hedges are erected, constructed, or installed.

(d) ~~Maintenance.~~ All fences and walls shall be maintained in a safe and nonhazardous condition.

(e) ~~Location on property lines.~~

- (1) ~~Except as hereinafter restricted, all walls, fences or hedges may be placed on the property lines. This section, however, shall not be construed to permit such walls, fences to extend beyond the official right-of-way lines or property lines.~~
- (2) ~~No fence, wall, gate, or opening shall be permitted to swing, roll or otherwise encroach into the right-of-way.~~
- (3) ~~In PCD, NC, OF districts the installation of all fences, walls abutting a right-of-way shall be setback a minimum two feet from the property line and shall be landscaped accordingly with continuous hedge, street trees as set forth in this section, except that off street parking areas abutting rights-of-way shall comply with landscape and buffering and wall requirements set forth in this section.~~

(f) ~~Chainlink fence prohibited in all districts front yards, side street yards.~~ Notwithstanding anything in the code to the contrary, chain link fences in shall be permitted only behind the front building line, and shall not be permitted along property lines abutting side streets. It is provided, however, that the aforementioned restriction on chain link fences shall not apply in I-1, I-2, GP, or AU zoning districts with bona fide agricultural use,

(g) ~~Increase and decrease of height.~~ Fence, wall, and hedge heights shall be increased, or decreased for compliance with the following:

- (1) ~~Double frontage lots.~~ When a higher wall, fence or hedge is required as a visual screening buffer at the rear of double frontage lots as set forth in this chapter, such fence or wall may be increased to a height of eight feet, if not otherwise permitted in the underlying zoning district.
- (2) ~~Height at intersection.~~ Fences, walls, or hedges shall not exceed 2.5 feet in height within the safe sight distance triangle, as defined herein this chapter.
- (3) ~~Height limitation.~~ The height of fences, walls, and hedges shall not exceed 2.5 feet in height within ten feet of the edge of driveway leading to a public right-of-way, except that in the R district a fence may be permitted up to the maximum permitted height providing such fence has a maximum 25 percent opaque, and no other structures or portions of the fence, wall interferes with the safe distance visibility triangle.
- (4) ~~Fences for tennis courts; fences and walls for other recreational uses.~~ Fences, and walls for tennis courts may be erected up to 14 feet in height if such fence conforms to accessory use setbacks. Fences and/or walls in connection with other permitted recreational uses, such as baseball backstops, handball courts, and the like, shall be permitted of a height necessary for the particular use if required accessory use setbacks are observed.

(h) ~~Measuring height of wall, fence, and hedge.~~ The height of a wall, fence or hedge shall be the vertical distance measured from the average elevation of the finished building site to the top of the wall, hedge or fence. The average elevation shall be measured along both sides of the wall, hedge or fence line. Virgin land may not be increased or decreased to affect the permitted (or required) height of a wall, hedge or fence unless the entire building site is graded to even out the level of the

Agenda Item #13.2.1.

site or to increase it to the required the county flood criteria elevation. Average elevation shall be determined by taking elevations along both sides of the wall, hedge or fence line, at five-foot intervals and totaling the same and then dividing the total by the number of stations at which the elevations were taken. Decorative columns, or other types of architectural features shall not be measured as the fence or wall height provided said decorative columns or other types of architectural features do not exceed 20 percent of the permitted height of the fence or wall.

(i) *Safe distance triangle.* The safe sight distance triangle area shall not contain obstructions to cross-visibility at a height of 2.5 feet or more above pavement; potential obstructions include, but are not limited to, structures, grass, ground covers, shrubs, vines, hedges, trees, rocks, walls and fences. The following table represents minimum criteria for determining the required area of cross visibility:

Table 3: Safe Sight Distance Triangle

Functional Classification of Through Street	Required Visibility		
	Left (ft.)*	Right (ft.)*	Depth on Minor Street (ft.)**
Local	0	0	0
(50-foot or less right of way)	(triangle lies within public right of way)		
Collector	190	40	7
(60-foot—70-foot right of way)			
Arterial	260	40	7
(80-foot or over right of way)			

Visibility distances measured from center line of minor street, along right of way line of through street.

Depth visibility on minor street measured from right of way line of through street, along center line of minor street (public or private street).

Table interpretations and waivers of the above requirements shall be made in writing by the director of the public works department.

(j) *Wall or fence required between dissimilar land uses.* Where dissimilar land uses abut to or are adjacent to each other a six-foot high wall or fence meeting the approval of the administrative official shall be provided along common property lines, except that, if the dissimilar land uses are separated by a right-of-way. Where an adjacent or abutting property is undeveloped land, the requirement of the wall shall not be required until such time the unimproved land is developed at which time the determination of whether a determination of dissimilar land uses shall be made by the administrative official. In this event, the requirement of the wall shall be borne to the developer of the unimproved land.

Agenda Item #13.2.1.

- (k) *Height between different districts.* Notwithstanding any provisions in this chapter to the contrary, where an RU district abuts another district, a fence, wall or hedge on the RU property may be erected, or maintained on the common property line of the height permitted in the abutting district.
- (l) *Exterior finish of walls.* When a CBS wall is installed it shall be completely finished with stucco and paint. Each side of a decorative masonry wall shall be completely painted. If a wall is to be placed on a shared property line, consent for access must be obtained from the adjoining property owner prior to finishing the opposite side of the wall. If such consent cannot be obtained, the property owner erecting the wall must present proof that a request for access approval was mailed to every adjacent property owner, by certified mail, return receipt requested, to the mailing addresses as listed in the most current county tax roll, and the mailing was returned undeliverable or the adjacent property owners failed to respond to the request within 30 days after receipt. Upon such a showing, the property owner erecting the wall shall not be required to finish the opposite side of the wall.
- (m) *Required safety barriers for swimming pools.*
 - (1) *Required for final inspection of pool.* No final inspection and approval for a swimming pool shall be given by the department, unless there has been erected a safety barrier as hereinafter provided. No pool shall be filled with water unless a final inspection has been made and approved, except for testing purposes as may be approved by the department of planning and zoning.
 - (2) *Types permitted.* The safety barrier shall take the form of a screened in patio, a wooden fence, a wire fence, a rock wall, a concrete block wall or other materials, so as to enable the owner to blend the same with the style of architecture planned or in existence on the property.
 - (3) *Height.* The minimum height of the safety barrier shall be not less than four feet.
 - (4) *Location of barrier.* The safety barrier shall be erected either around the swimming pool or around the premises or a portion thereof on which the swimming pool is erected. In either event, it shall enclose the area entirely, prohibiting unrestrained admittance to the enclosed area. Pools located in enclosed structures or on the roofs of buildings shall not require the installation of barriers as required herein.
 - (5) *Gates.* Gates shall be of the spring lock type, so that they shall automatically be in a closed and fastened position at all times. Gates shall also be equipped with a safe lock and shall be locked when the swimming pool is not in use.
 - (6) *Permits.* Before any work is commenced, permits shall be secured for all swimming pools and for the safety barriers. Plans shall contain all details necessary to show compliance with the terms and conditions of this chapter. No swimming pool permit shall be issued unless simultaneously therewith a permit is secured for the erection of the required safety barrier, provided however, that in lieu of the permit for a safety barrier, a written statement from the owner certifying that he understands and agrees that the pool cannot be used or filled with water until a permit has been obtained for an approved safety barrier and such barrier erected, inspected and approved will be acceptable. This certification, however, will not eliminate the need for obtaining a permit and erecting an approved barrier prior to final inspection and use of the pool. If the premises are already enclosed, as hereinbefore provided, permit for the safety barrier shall not be required, if, upon inspection of the premises, the existing barrier and gates are proven to be satisfactory.
 - (7) *Wooden fences.* In the wooden type fence, the boards, pickets, louvers, or other such members, shall be spaced, constructed, and erected, so as to make the fence nonclimbable and impenetrable.
 - (8) *Walls.* Walls, whether of the rock or block type, shall be so erected to make them nonclimbable.
 - (9) *Wire fences.* Wire fences shall be the two inch chain link or diamond weave nonclimbable type, or of an approved equal, with top rail, they shall be of a heavy, galvanized material.

Agenda Item #13.2.1.

(10) *Refusal of permit.* It shall be within the discretion of the administrative official to refuse approval of an barrier which, in his opinion, does not furnish the safety requirements of this section.

(11) *Maintenance.* It shall be the responsibility of the owner and/or occupant of the premises upon which the swimming pool is hereafter erected to maintain and keep in proper and safe condition the safety barrier required and erected in accordance with this chapter.

(Ord. No. 2010-10-218, § 2(14-80), 4-7-2010; Ord. No. 2014-02-314, § 2(Exh. A), 1-8-2014)

Sec. 34-447. Tree preservation and protection permit.

(a) *Applicability.* These tree preservation and protection regulations ("tree regulations") shall be a minimum standard for the protection, removal and relocation of trees and shall be enforced by the city.

(b) *Tree removal and relocation permits required.*

(1) *Tree removal.* A tree removal permit is required for the removal or relocation of any tree in the city not specifically exempted below. It shall be unlawful for any person, unless otherwise permitted by the terms of these tree regulations to do tree removal work or to abuse, hat rack, or effectively destroy any tree, or to effectively destroy any understory in a natural forest community.

(2) *Illegal removal.* In addition to those penalties imposed in this article, trees that have been removed illegally shall be replaced on the basis of two caliper inches per each one caliper inch of tree removed [i.e., if a ten inch caliper tree was removed, a total of 20 caliper inches shall be re-planted to comply with this provision]. Trees shall be replanted on site and meet minimum standards for caliper and other provisions of these regulations, including height.

(3) *Penalties for violation of tree regulations.* In addition to all other applicable penalties set forth in this Code, the following additional penalties shall apply for violations related to tree removal and protection as set forth in this article. The following penalties shall be assessed for violations of this article:

a. *First offense with no prior knowledge.* Amount of fine is per tree and double the amount of canopy replacement required by code:

1. Less than 18 inch diameter at four foot height \$500.00
2. 18 inches to 36 inches \$2,000.00
3. Greater than 36 inches \$3,000.00

b. *Second offense or prior knowledge.* Double the fines assessed for the first offense, or the fine that would have been required for the first offense in the case of prior knowledge. Double the amount of canopy replacement required by code if a permit had been issued.

c. *Subsequent offenses.* Triple the fine assessed for the first offense, or the fine that would have been assessed for the first offense in the case of prior knowledge. Double the amount of canopy replacement required by code if a permit had been issued.

(4) *Exceptions.* The following activities are exempt from tree removal permits,

- a. Removal of any dead tree.
- b. Removal of any of the tree species listed in the city's landscape manual as approved for removal without permit.
- c. Removal of any tree which has been destroyed or effectively destroyed by an act of God, or by acts outside of the control of any person, individually or otherwise, who has or had a legal, beneficial or equitable interest in the real property upon which such tree is located,

Agenda Item #13.2.1.

which acts could not have been prevented by the exercise of reasonable care by that person. Where a tree has been destroyed or effectively destroyed as described above, it is the intent of this provision to exempt from liability for such destruction or effective destruction the person who has or had a legal beneficial or equitable interest in the real property upon which such tree is located if the person could not have prevented the destruction by the exercise of reasonable care.

- d. Removing, trimming, cutting or altering of any mangrove tree or removal of any tree located upon land which is a wetland as defined in this chapter, provided the entity has obtained a valid wetlands permit from the appropriate authority.
- (5) *Review of permits for removal in rights-of-way, government properties.* The public works official shall review and make the determination for tree removal for trees in rights-of-way and on government properties.
- (c) *Application.* An tree removal permit application shall be made to the planning and zoning department on a form approved by the administrative official and shall be accompanied by the required fee and required documents for the review of the application.
- (d) *Review and evaluation of permit application.*
 - (1) The planning and zoning official shall conduct a review of each completed tree removal permit application. This review and all actions taken by the administrative official under the provisions of these tree regulations shall be conducted using best available practices from biology, botany, forestry, landscape architecture and other relevant fields, and shall be conducted in a manner that is consistent with all applicable goals, objectives and policies outlined in this chapter and in the comprehensive development master plan.
 - (2) Upon receipt of a completed permit application, the planning and zoning official shall visit the site and determine whether the site contains specimen trees or any other trees subject to the provisions of these regulations. The official will examine:
 - a. *Specimen tree standard.* The standards to be applied in reviewing tree removal applications involving specimen trees are as follows: Specimen trees shall be preserved. Upon receipt of an application to remove a specimen tree, the public works official shall consider the following factors in evaluating said application:
 1. Size and configuration of the property.
 2. Size and configuration of any proposed specimen tree.
 3. Location of the tree relative to any proposed development.
 4. Whether or not the tree can be preserved under the proposed plan or any alternative plan.
 5. Health, condition and aesthetic qualities of the tree.
 6. Whether the tree poses a threat to persons or property.

The administrative official may recommend from time to time the designation of certain trees located within the city as specimen or historic trees. in addition, the matter shall be presented to the city council for its determination. The city council shall consider the report of the of the administrative official and shall either accept, modify or deny the recommendation and may designate by resolution those trees it deems appropriate as specimen or historic trees. The city council may designate by resolution protected trees, specimen trees, and/or historic trees as defined herein. Any tree which has been declared to be a protected tree shall not be removed unless approved by the city council.

- b. *Other trees.* If there are trees present on a site other than any portion of a natural forest community or specimen trees, then the replacement provisions of the replacement requirements for tree removal section shall apply.

Agenda Item #13.2.1.

- c. *Combination of tree types.* In the event that a site contains any combination of natural forest community, specimen trees or other trees, then the provisions of the Code shall be applied in proportion to the presence of each type of tree or community.
- (e) *Issuance.* The planning and zoning and/or public works administrative official may approve, approve with conditions, or deny an application and issue a permit (subject to conditions, limitations or restrictions), for the activity proposed under the permit application.
- (f) *Condition for replacement requirements for issuance of tree removal permit.* As a condition of the issuance of a tree removal permit, the permittee may be required to replace trees that are authorized to be removed under the provisions of these tree regulations. The number of trees and number of species of trees required for replacement shall be determined according to the specifications contained herein. The planning and zoning official may require that replacement shall be described in a landscape replacement plan which shall meet the minimum requirements of the Code. No tree removal permit shall be issued until the administrative official has approved said plan.
- (g) *Bond for tree relocation, replacement, or drip line encroachment.* A bond shall be held by the city for one year to insure tree replacement in the event that tree relocation or drip line encroachment results in the death of any tree subject to a tree permit or for any tree damaged or destroyed in any pre-development or development activities. Such bond amount shall be assessed at the equivalent value of the required replacement tree or for tree replacement which cannot be effected prior to issuance of a certificate of occupancy for the underlying project. If the developer/builder desires, it may employ a landscape architect to supply revised bonding amount for city review and approval if the landscape architect determines that the trees or palms subject to relocation or drip line encroachment are unlikely to die as a result of the pre-construction or construction activities.

All required plans or covenants are submitted and are in compliance with the standards herein.

(Ord. No. 2010-10-218, § 2(14-90), 4-7-2010)

Sec. 34-448. Procedures for determining tree replacement requirements.

The planning and zoning official shall determine the total number and type of replacement trees required for the issuance of a tree removal permit according to the following procedural steps:

- (1) *Step 1: Determining existing tree canopy coverage on site.* The area of existing tree canopy coverage of a site shall be determined by the administrative official, using one or any combination of the following methods: Review of aerial photography; on-site inspection; and review of a tree survey. The administrative official may require the applicant to submit a tree survey for the purpose of this determination.
- (2) *Step 2: Determining impact area of proposed project.* The area of existing canopy coverage which will be affected (impact area) by the applicant's proposed development shall be determined by the administrative official based on a site plan and completed tree removal permit application.
- (3) *Step 3: Determining number of replacement trees required to be planted.* The total number of trees required for replacement shall be based on the area of impact and the category of replacement tree selected by the applicant. Each replacement tree shall compensate at a ratio of 2:1 for a portion of the tree canopy lost in the impact area. The following table shall be used as a standard for determining the required number of replacement trees:

Table 4: Determining Number of Replacement Trees

Category of Replacement Tree	Portion of Impact Area that Each Replacement Tree Compensate for in Square Feet
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Agenda Item #13.2.1.

Shade tree 1	500 s.f.
Shade tree 2	300 s.f.
Palm tree 1	300 s.f.
Palm tree 2	100 s.f.
Small tree	200 s.f.

- a. ~~Compensation for lost canopy.~~ Replacement categories shall compensate for the lost canopy. In the event that a replacement tree actually has more canopy coverage at the time of planting than the amount of credit allowed under the tree replacement formula above, then the applicant shall receive full credit for the canopy coverage provided by the replacement tree at the time of planting. The applicant shall submit a list of proposed replacement trees on a form provided by the administrative official, except when the total number of replacement trees exceeds 20, and then the applicant shall be required to submit a landscape replacement plan consistent with the provisions of this article. Proposed replacement lists or plans are subject to administrative official approval. The administrative official shall approve proposed replacement trees that are consistent with the standards of these tree regulations.
- b. ~~Minimum species diversity standards.~~ When more than ten trees are required to be planted in accordance with the provisions of this division, a diversity of species shall be required. The number of species to be planted shall be based on the overall number of trees required. The applicant shall be required to meet the following minimum diversity standards:

Table 5: Minimum Diversity Standards

Required Number of Trees	Minimum Number Species
11—20	2
21—50	4
51 or more	6

Permittees shall not be required to plant in excess of six species. The number of trees of each species planted shall be proportional to the number of species required. A minimum of 50 percent of all replacement trees planted shall be native to the county, and no more than 30 percent of the replacement trees shall be palms. However, when native trees are

Agenda Item #13.2.1.

removed, all replacement trees shall be native species. As an alternative to the minimum species diversity required herein, an applicant may propose alternative species diversity in an alternative landscape enhancement plan described in these tree regulations.

(4) *Step 4: Location of replacement tree.* Specific placement of replacement trees on site shall be determined by the applicant. If the site cannot accommodate the required replacement trees because of insufficient planting area as determined by the planning and zoning official, then the applicant shall be required to plant replacement trees at an off-site location subject to the planning and zoning official approval, or, as an alternative, shall provide an equitable contribution to the city tree trust fund to compensate for those replacement trees which cannot be accommodated on-site.

(5) *Step 5: Minimum standards for replacement trees.*

- a. All replacement trees shall have a minimum quality of a Florida No. 1 grade or better.
- b. The public works administrative official shall maintain a list of species for each category of replacement tree. This list may be amended from time to time, as necessary. Replacement tree heights shall be determined by overall height measured from where the tree meets the ground to the top-most branch.
- c. All category 1 replacement shade trees shall be a minimum of 14 feet in height at the time of planting and at maturity should have a canopy coverage of 500 square feet under normal growing conditions.
- d. All category 2 replacement shade trees shall be a minimum of 12 feet in height at the time of planting and at maturity should have a canopy coverage of 300 square feet under normal growing conditions.
- e. All category 1 replacement palm trees shall have a minimum height of ten feet at the time of planting and at maturity should have canopy coverage of 300 square feet under normal growing conditions.
- f. All category 2 replacement palm trees shall have a minimum height of three feet at the time of planting and at maturity should have canopy coverage of 100 square feet under normal growing conditions.
- g. All replacement small trees shall have a minimum height of six feet at the time of planting and at maturity should have canopy coverage of 200 square feet under normal growing conditions.

(6) *Replacement of specimen trees.*

- a. *Alternate plans.* If, upon review of the factors enumerated above, the public works official determines that a specimen tree cannot reasonably be preserved under the proposed plan, then the applicant shall provide an alternate plan when feasible, which shall include preservation of the specimen tree and design alterations consistent with the scope and intent of the initially proposed plan. Alterations consistent with the scope and intent of the initially proposed plan may include, but shall not be limited to:
 1. An adjustment of building orientation on a site.
 2. An adjustment of lot lines within a site proposal where said adjustment will not cause an unreasonable loss of usable space. An applicant shall have the burden of proof in the determination of what constitutes an unreasonable loss of usable space.
- b. *Specimen tree relocation.* If preservation of the specimen tree and any alternate design consistent with the scope and intent of the initial plan are mutually exclusive, then the administrative official may issue a permit to relocate the specimen tree. If the tree removal permit requires relocation, then the applicant shall be required to relocate the tree in accordance with the standards set forth herein.

Agenda Item #13.2.1.

- c. *Removal of specimen tree.* If relocation of the specimen tree is not feasible due to the size, health, location, species or any other factor, then a permit may be issued for removal, and tree replacement shall be required.
- d. *Replacement requirements for specimen tree.* As a condition of the issuance of a tree removal permit for the removal of a specimen tree, tree replacement requirements shall be twice those specified otherwise by this chapter. For example, a tree with a caliper of 18 inches shall be replaced with a tree or trees (minimum four inches DBH and 12 feet in height for more than one tree) having a caliper of 36 inches. In the event that replacement is not feasible on site, then alternative off site replacement shall be required or, as a last alternative, there shall be a contribution to the city tree trust fund for the full equivalent value of the replacement trees. Additionally, there shall also be an equitable contribution to the city tree trust fund for the irreplaceable loss of the aesthetic and environmental contributions of the specimen trees, according to a contribution schedule established by city council under separate resolution.
- e. *Exemptions.* An applicant may be exempt from the replacement requirements above, but subject to the tree replacement requirements above, under the following circumstances:
 1. Upon submittal of a statement from a certified arborist registered in the state which indicates that a specimen tree, due to disease, condition, growth habit or any other reasonable botanical factor, does not provide the aesthetic or environmental contribution associated with a specimen tree. Said statement shall include the specific reasons for the claimed exemption from the provisions of these regulations.
 2. When a site contains more than one specimen tree, and 50 percent or more of the existing specimen trees and at least 50 percent of the existing specimen tree canopy area is preserved.

(Ord. No. 2010-10-218, § 2(14-100), 4/7/2010)

Sec. 34-449. Tree protection standards.

- (a) *Protection requirements during construction.* During site development, protection requirements for trees designated for preservation under an approved tree removal permit shall include, but not be limited to, the following:
 - (1) Protective barriers shall be placed around the drip line of each tree, cluster of trees, or the edge of the preservation area no less than six feet (in radius) from the trunk of any protected tree cluster, or preservation area unless a lesser distance is specified by the administrative official. Protective barriers shall be a minimum of four feet above ground level and shall be constructed of wood, plastic or metal, and shall remain in place until development is completed and the administrative official has authorized their removal. Protective barriers shall be in place prior to the start of any construction.
 - (2) Understory plants within protective barriers shall be protected.
 - (3) No excess oil, fill, equipment, building materials or building debris shall be placed within the areas surrounded by protective barriers, nor shall there be disposal of any waste material such as paints, oils, solvents, asphalt, concrete, mortar or any other material harmful to trees or understory plants within the areas surrounded by protective barriers, or any ground surfaces or existing drainage facilities on the site.
 - (4) Trees shall be braced in such a fashion as to not scar, penetrate, perforate or otherwise inflict damage to the tree.
 - (5) Natural grade shall be maintained within protective barriers. In the event that the natural grade of the site is changed as a result of site development such that the safety of the tree may be endangered, tree wells or retaining walls are required.

Agenda Item #13.2.1.

- (6) ~~Underground utility lines shall be placed outside the areas surrounded by protective barriers. If said placement is not possible, disturbance shall be minimized by using techniques such as tunneling or overhead utility lines.~~
- (7) ~~Fences and walls shall be constructed to avoid disturbance to any protected tree. Postholes and trenches located close to trees shall be dug by hand and adjusted as necessary, using techniques such as discontinuous footings, to avoid damage to major roots.~~
- (8) ~~A drip line encroachment plan, as defined in this chapter.~~
- (b) ~~*Tree relocation standards.* The relocation of any tree subject to the provisions of these regulations shall be consistent with the minimum standards of the American National Standards Institute (ANSI) and the tree relocation standards promulgated by this chapter.~~

~~(Ord. No. 2010-10-218, § 2(14-110), 4-7-2010)~~

~~Sec. 34-450. Plant material standards and installation requirements.~~

~~The city's landscape manual shall govern the required plant material standards and installation requirements that shall be complied with.~~

~~(Ord. No. 2010-10-218, § 2(14-120), 4-7-2010)~~

~~Sec. 34-451. Maintenance requirements.~~

- (a) ~~All owners of land or their agents shall be responsible for the maintenance of all landscaping. This includes mowing and maintaining abutting rights-of-way, swales, lakes and canal banks.~~
- (b) ~~Landscaping shall be maintained in a good condition so as to present a healthy, neat and orderly appearance at least equal to the original installation and shall be mowed or trimmed in a manner and at a frequency so as not to detract from the appearance of the general area, which shall include, but not be limited to, hat racking, defacing, or painting of trees, and the proper trimming and pruning techniques as outlined in the city's landscape manual.~~
- (c) ~~Landscaping shall be maintained to minimize property damage and public safety hazards, including removal of living, dead or decaying plant material, removal of low hanging branches and those obstructing street lighting and maintenance of sight distance standards as set forth herein.~~
- (d) ~~Dead or declining plant material considered to be part of a natural habitat feature located on public property are exempt from these landscaped maintenance provisions except where maintenance is necessary to avoid damage to public property or to mitigate safety hazards. Any necessary tree pruning must conform at a minimum to ANSI A-300 standards and as set forth in the city's landscape manual.~~
- (e) ~~Landscaping shall be maintained in accordance with the following standards:~~
 - (1) ~~Insects, disease, etc. Landscaping shall be kept shall be kept free of visible signs of insects and disease and appropriately irrigated and fertilized to enable landscaping to be in a healthy condition.~~
 - (2) ~~Mulching. Three inches of clean, weed-free, approved organic mulch shall be maintained over all areas originally mulched at all times until landscaped area matures to 100 percent coverage. The use of heat-treated mulch obtained from Melaleuca, Eucalyptus, or other invasive plant species is encouraged in order to reduce their impact on the environment and to preserve the remaining native plant communities. For this reason, the use of Cypress mulch is strongly discouraged.~~

Agenda Item #13.2.1.

- (3) ~~Turf edge trimming. All roadways, curbs and sidewalks shall be edged to prevent encroachment from the adjacent turfed areas. Line trimmers shall not be used to trim turf abutting trees or other plant material.~~
- (4) ~~Irrigation systems:~~
 - a. ~~Irrigation systems shall be maintained to eliminate water loss due to damaged, missing or improperly operating sprinkler heads, emitters, pipes.~~
 - b. ~~Irrigation systems shall be designed, installed and maintained to minimize application of water to impervious areas and/or so as not to create a vehicular use hazard on rights-of-way, ingress/egress easements or other vehicular use areas.~~
 - c. ~~Low-volume, drip, trickle and emitter irrigation is encouraged to promote good xeriscape principles where applicable.~~
 - d. ~~A functioning rain sensor/shutoff device shall be required on all irrigation systems installed after 1991 as mandated by F.S. § 373.662.~~
 - e. ~~In order to reduce the amount of water lost to evaporation, irrigation systems shall be operated between the hours of 5:00 p.m. and 8:00 a.m. only, or as amended by state, county, city and/or South Florida Water Management District regulations. It is furthermore strongly recommended that irrigation systems operate primarily in the early morning hours after 4:00 a.m. to reduce the likelihood of any horticultural plant diseases developing. Operation of the irrigation system for maintenance, repair, sod installation for new construction and landscape maintenance activities (such as required application of water to apply fertilizer, herbicides and pesticides) is not limited to these hours.~~
 - f. ~~The duration that zones are operated should be adjusted to reflect the size of the zone as well as the needs of the plant material in the zone. Unnecessary and excessive watering can promote root rot and other plant diseases.~~
 - g. ~~Under drought conditions, compliance with the watering restrictions of the South Florida Water Management District is required.~~

~~(Ord. No. 2010-10-218, § 2(14-130), 4-7-2010; Ord. No. 2014-02-314, § 2(Exh. A), 1-8-2014)~~

~~Secs. 34-452—34-470. Reserved.~~

Agenda Item #13.2.1.

ARTICLE XIV. - MINIMUM LANDSCAPE AND BUFFERING REQUIREMENTS; FENCES; WALLS; HEDGES, TREE PROTECTION

Sec. 34-439. - In General.

(a) Purpose and intent. The purpose and intent of this article is to provide regulations for the installation and maintenance of landscaping and landscaped open space, to utilize landscaping and landscaped open space as an effective means of conserving energy, to preserve open space, to maintain and improve the aesthetic quality of the city, thereby promoting the health and general welfare of, and increase the quality of life of residents, businesses, and visitors. In addition, it is the policy of the city council to encourage lush landscape and buffering and maximum greenery, to encourage implementation of Florida Friendly Landscaping principles as identified by the South Florida Water Management District, to preserve and maintain natural vegetative communities, and to maintain and conserve all natural and conservation areas within the city, as identified in the city's comprehensive plan, in as much as:

- (1) The city's comprehensive development master plan identifies the areas of natural vegetation within city boundaries. The loss of these natural areas by indiscriminate removal of this vegetation adversely affects the public health, safety and general welfare.
- (2) Protecting natural vegetation also promotes wildlife habitat, maintains the natural character of neighborhoods, preserves the natural diversity of species, and recognizes the numerous beneficial effects of native trees and sound landscaping practices.
- (3) The city also recognizes that trees and landscaping assist in reducing flooding from stormwater runoff, increase aquifer recharge, provide shade for residents and businesses, and reduce heat and noise pollution.
- (4) Requiring sound landscaping practices, minimizing the loss of native trees and vegetation, and establishing a robust and uniform natural landscape in the city all increase the quality of life for residents and businesses.

(b) Applicability and compliance of nonconforming developments. The landscaping and buffering requirements of this article shall apply to all development within the city. Existing developments that become nonconforming at the effective date of adoption of the Land Development Regulations shall be subject to compliance as follows:

- (1) Existing development that becomes nonconforming as for the landscaping and buffering regulations of this article as of the effective date of the adoption of this article or updates to the landscape requirements in this article shall be required to achieve conformity in conjunction with the next site plan approval for the property or in lieu of site plan approval at the time of issuance of any new building permit for the site which increases building square footage by 1,000 or more square feet or that increases parking by 10% or more, with the exception of the following:
 - a. Existing developments that become nonconforming as to the landscaping and buffering regulations of this article as of the effective date of the adoption of this article that due to physical site limitations or other physical hardships cannot comply with the adopted regulations may be found to be in compliance, subject to obtaining certificate of legal conformity for landscaping and buffering requirements, as set forth in subsection 34-59(d).
 - b. Developments that have obtained a vested rights determination.
 - c. Developments that have obtained a certificate of legal conformity for landscaping as set forth in subsection 34-59(c), for the provision of the required landscape in compliance to this article, of which compliance to the best extent possible to all landscape and buffering areas required has been met in order to bring the property into conformance of this article.
 - d. Single-family residences, duplex residences, and townhouse residences that were built and obtained a certificate of occupancy prior to the effective date of adoption of the land development regulations.

Words underlined are added. Words stricken through are deleted.

Agenda Item #13.2.1.

- (c) No variance or waiver. No variance or waiver of these requirements shall be authorized, except that an administrative variance may be granted as set forth in section 34-50 for a contribution of funds in lieu of compliance with the landscape requirements listed in Table 1 of Sec 34-444(f)..
- (d) Contribution of funds in lieu of compliance to the standards. Where a landscape or buffering requirement set forth in this article cannot be complied with, a waiver to contribute funds in lieu of complying with the requirement may be applied for as an administrative variance or waiver as set forth in section 34-49. The contribution shall be based upon the prevailing cost of the landscaping materials and labor costs on sources deemed acceptable by the administrative official or designee, as such costs may be adjusted for local material and labor cost conditions. Payment under this section shall be deposited in an account to be designated and maintained for landscape and buffering installation in the city. If a contribution of funds in lieu of the landscape and buffering requirement is granted, such requirement shall be required prior the recordation of the plat, or prior to the issuance of building permit for any development on the property.
- (e) Penalties for violation of this article: unauthorized removal, relocation, root or canopy pruning, maintenance practices causing damage to trees and landscaping, and failure to comply with landscape installation and maintenance requirements within 30 days after notice provided. In addition to all other applicable penalties set forth in this Code, the following additional penalties shall apply:
 - a. First offense with no prior knowledge. Amount of fine is per tree. For landscape installation and maintenance, amount (item i) is attributed per week after 30 days landscape is noncompliant.
 - i. Less than 18-inch diameter at four-foot height \$500.00
 - ii. 18 inches to 36 inches \$2,000.00
 - iii. Greater than 36 inches \$3,000.00
 - b. Second offense or prior knowledge. Double the fines assessed for first offense without prior knowledge.
 - c. Subsequent offenses. Triple the fine assessed for the first offense without prior knowledge.

Sec. 34-440. - Landscape Permit and Plans Required.

Prior to the issuance of a building permit, a landscape permit application, plans and applicable fees shall be submitted to and approved by the administrative official or his designee. For city installation of landscape and related improvements in rights-of-way, payment of fees shall not be required but shall be submitted to the Planning and Zoning Department for review and approval. The administrative official shall approve, approve with conditions, or deny the permit application. A denial of the permit application may require the applicant to provide additional information or an alternative plan for consideration.

(a) Landscape plans.

- (1) Single family and duplex residences in the R1 and R-2 districts. In the R-1 and R-2 districts only, a landscape plan is not required for single family and duplex residences only. Required landscaping, including quantity, size and location shall be submitted in the form of a plot plan or drawing that may be prepared by the owner or the owner's representative. No trees or other plant material may be planted in public rights-of-way (swale areas) without a landscape permit from the city.

Words underlined are added. Words stricken through are deleted.

Agenda Item #13.2.1.

(2) All other development. Landscape plan(s) shall be prepared by, and bear the seal of, a landscape architect licensed to practice in the State of Florida. Such plan shall include, at a minimum, the following information:

- a. The landscape plan shall be drawn to a scale equivalent to that of the site plan or other primary plan required for the building permit. Additional smaller scale (more detailed) landscape sheets may be provided as necessary;
- b. Property boundaries, north arrow and graphic scale;
- c. All existing and proposed structures, parking spaces, or other vehicular use areas, access aisles, driveways, coverage of required irrigation systems, utilities location and the location and size of buildings;
- d. Ground mechanical equipment and screening provided pursuant to section 34-418.
- e. All landscape and hardscape features clearly identified;
- f. Parking landscape islands, planting beds and other landscape features properly dimensioned;
- g. Planting details and specifications;
- h. Landscape legend form as prescribed by the administrative official or designee, including, but not limited to, the following:
 - i. Site dimensions and landscape calculations;
 - ii. The common and scientific name, as well as the quantity and size specifications of all plant materials to be installed;
 - iii. All applicable information pursuant to section 34-444 (Table 1).

(b) Vegetation survey. A vegetation survey shall be provided for all sites at the same scale as the landscape plan. The vegetation survey shall provide the following information, and be prepared by an International Society of Arboriculture (ISA) Certified Arborist, Landscape Inspectors' Association of Florida (LIAF) Certified Landscape Inspector, Registered Landscape Architect, or other landscape professional with qualifications accepted by the City.

- (1) Location and graphic representation. The accurate location and graphic representation by size diameter at breast height (DBH), canopy, and type of tree, in relation to existing development of all existing trees of a minimum two inches DBH or ten feet in height or, for native trees, of a minimum 1½ inches DBH or eight feet in height, including those which are proposed to be removed, relocated or preserved on-site in accordance with the requirements of landscape regulations.
- (2) The boundaries of any native habitat, native plant community, native plant species, and/or natural forest community (as defined and described in Chapter 24 of the Miami Dade County Code) and associated understory that exists on site, as determined by the planning and zoning administrative official.
- (3) Table. A table showing the following information:
 - a. The scientific and common name of each tree, each of which shall be numbered;
 - b. The diameter at breast height (DBH) of each tree, or if a multiple trunk tree, the sum DBH for all (calculated by taking the square root of the total of the square of each trunk diameter: $\sqrt{1^{st} \text{Diameter}^2 + 2^{nd} \text{Diameter}^2 + 3^{rd} \text{Diameter}^2}$, etc.);
 - c. Estimated height, canopy cover, and physical condition of each tree, and whether specimen trees exist on-site.

(c) Irrigation plan required.

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Agenda Item #13.2.1.

- (1) Single family and duplex residences in the R1 and R-2 districts. Irrigation shall be provided for all landscape areas for single-family or duplex dwelling, and shall include irrigation for swale areas. For single family and duplex residences in the R1 and R-2 districts, the irrigation plan may be indicated on a plot plan or a separate drawing prepared by the owner or the owner's agent indicating area to be irrigated, locations and specifications of lines and heads and pump specifications.
- (2) All Other development . Irrigation shall be provided for all landscape areas, including swale areas. An irrigation plan shall be required to show the following:
 - a. Be drawn on a base plan at the same scale as landscape plans.
 - b. Delineate existing and proposed structures, parking areas or other vehicular use areas, access aisles, sidewalks, driveways, the location of utilities and easements, and similar features.
 - c. Include water source, design, operating pressure and flow rate per zone, total volume required for typical depths of application, and application rate.
 - d. Include locations of pump pipes, controllers, valves, sprinklers; back flow prevention devices, rain sensor/shutoff devices and electrical supply and irrigation details.
 - e. Delineate landscape areas, major landscape features, and hydrozones.
- (d) Tree protection plan. This plan shall be presented as part of the tree permit and shall be required for all trees proposed for removal, relocation, or with ground-disturbance or canopy removal proposed within 10 feet of the trunk for non-specimen trees, or within 20 feet of the trunk of specimen trees. It shall include:
 - (1) Designation of each tree subject to the tree protection plan. For each tree, the canopy shall be shown to scale, along with the critical root zone (CRZ), calculated at 8 inches in radius from the trunk for each inch in trunk diameter;
 - (2) The reasons for impacts proposed to the canopy or within the CRZ;
 - (3) Detailed description of the proposed efforts to protect the trees from damage, which may include tree protection fencing and signage, root pruning, supplemental irrigation, relocation of proposed construction activities and construction monitoring by a Certified Arborist; and
 - (4) A plan to ensure long-term survivability of trees covered in the plan.
- (e) Consideration of credits for existing plant material. In instances where healthy plant material exists on a site, and is to be retained, the administrative official or his designee may adjust the application of the minimum requirements to allow credit for or consideration of such plant material, if such an adjustment is in keeping with and will preserve the intent of this chapter. When allowances are given, in no case shall the quantities of existing plant materials retained to be less than the quantities required in this chapter. In such cases, the applicant shall provide a survey specifying the species, approximate height and caliper, as well as the location and condition of any plant material used as a basis for requesting this adjustment. Any adjustment shall be based on unique circumstances applicable to the plot in question with the object of such adjustment being to preserve existing vegetation or to maintain a tree canopy.

Sec. 34-441. - Landscape Plan Review Criteria.

- (a) Landscape plan review criteria. Landscape plans shall be reviewed in accordance with the following criteria:
 - (1) Compliance with chapter. Compliance with all applicable regulations set forth in this chapter.
 - (2) Landscape design. Landscape design shall enhance architectural features, relate structure design to the site, visually screen dissimilar uses and unsightly views, reduce noise impacts

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Agenda Item #13.2.1.

from major roadways and incompatible uses, strengthen important vistas and reinforce neighboring site design and architecture.

- (3) Preservation requirement. Existing specimen trees and native vegetation (including canopy, understory, and ground cover) shall be preserved to the maximum extent possible and to all applicable requirements of these landscape regulations.
- (4) Water conservation. In order to conserve water, reduce maintenance, and promote plant health, plant species shall be selected and installed based on their water needs, growth rate and size, and resource needs. Plants with similar needs shall be grouped in hydrozones. Adequate growth area based on natural mature shape and size shall be provided for all plant materials.
- (5) Use of native plant species. The plan shall include use of native plant species in order to reestablish an aesthetic regional quality and take advantage of the unique diversity and adaptability of native species to the environmental conditions of South Florida. Where feasible, the reestablishment of native habitats shall be incorporated into the landscape plan. Minimum percentages of native plant species are specified in Sec 34-445.
- (6) Planting in energy conservation zone. Trees and shrubs shall be planted in the energy conservation zone where feasible, in order to reduce energy consumption by shading buildings and shall be used to reduce heat island effects by shading paved surfaces.
- (7) Street trees. Street trees shall be used to shade roadways and provide visual order. Where feasible, selected species shall be used to establish a road hierarchy by defining different road types.
- (8) Planting material near utility lines. Special attention shall be given to the use of appropriate species located under, or adjacent to, overhead power lines, near native plant communities, and near underground utility lines. Adequate growth area shall be provided for all plant materials.
- (9) Avoidance of visual obstructions. Landscaping shall be designed to provide safe and unobstructed views at intersections of roadways, driveways, recreational paths and sidewalks.
- (10) Historic landscapes and features. Historic landscapes and landscape features designated by local, state or federal governments shall be preserved.
- (11) Standard landscape notes. Landscape plans shall include the standard landscape notes as provided in the city's Landscape Manual, which at minimum will require a landscape pre-installation meeting with the city.
- (12) Crime Prevention Through Environmental Design (CPTED). Landscape designs should incorporate the principles of CPTED in design and maintenance specifications.

Sec. 34-442. - Reserved.

Sec. 34-443. - Issuance of Certificate of Occupancy.

The administrative official or his designee shall inspect all landscaping and no certificate of occupancy or similar authorization will be issued unless the landscaping meets the requirements herein provided, along with any special conditions included in the landscape permit.

- (a) Certification of landscape compliance required. A preparer's certificate of landscape compliance shall be submitted to and approved by the planning and zoning administrative official prior to issuance of any final certificate of occupancy. The preparer's certification of landscape compliance shall contain a statement signed and sealed by a registered landscape architect or by an LIAF Certified Landscape Inspector, that the landscape and irrigation plans have been implemented and that all requirements of these landscape regulations have been met, and/or noting any specific variations or discrepancies. Any changes or substitutions to the approved plan may require approval by the planning and zoning administrative official prior to the implementation of said changes and substitutions. All changes or substitutions to the approved plan shall be noted on both the job site and office copies of the plan, and approved by the City prior to installation. Changes and

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Agenda Item #13.2.1.

substitutions of plant material shall be of similar or better quality, quantity and size, as originally approved and shall be in compliance or exceed with the intent and requirements of these landscape regulations. The City may also inspect and verify compliance with landscape plans.

- (b) Written certification. For single-family or duplex residence on its own lot or applicable existing development, the owner or owner's agent (via statement signed and sealed by a registered architect) may certify in writing that landscape and irrigation improvements have been installed according to approved plans. The City may also inspect and verify compliance with landscape plans.
- (c) Effective date of compliance. After a certificate of landscape compliance is provided by an applicant and approved by the city, the landscaping on the site will be subject to compliance reviews and penalties for noncompliance per Sec. 34-439(e), regardless of status of Certificate of Occupancy.

Sec. 34-444. - Landscape, Buffering Minimum Standards.

- (a) Landscape manual reference. The city's landscape manual, which from time to time may be revised, shall be made available to the public, as referenced in this chapter, and shall provide an illustrative and descriptive interpretation of the standards set forth in this chapter and suggested guide for landscaping and irrigation in accordance with the standards and requirements of this chapter. All plant material and installation requirements shall be consistent with the landscape manual. When street, shade, palm, trees, and hedging, sods and other vegetation are referenced in this article, same shall be installed shall be consistent species as with those species listed in the landscape manual, unless otherwise specified. The County's Landscape Manual shall serve as the City's landscape manual pertaining to sections or terms not provided in the City's landscape manual. If a conflict arises between the landscape manual and this chapter, the latter shall prevail.
- (b) Prohibited and controlled tree species. Prohibited and controlled tree species shall not be counted toward fulfilling minimum tree requirements. Prohibited trees shall be removed from the site.
- (c) Generalized minimum landscape and buffering table. The following table shall be used as general interpretation of the required minimum landscape and buffering standards for the underlying zoning district that all development shall comply with. Further regulations for specific uses may be found under each zoning district regulations that shall be complied.

Table 1: Minimum Landscape and Buffering Standards Generalized Table

Zoning district/ landscape requirement	R-1	R-2	R-15 R-25 R-50	NC BTO	PCD	OF	I-1	I-2	PD	AU	G P	EO
Shade trees (see Section 34- 445)	Min. 3 per lot	Min. 3 per lot	28 per net acre	28 per net acre	28 per net acre	28 per net acre	22 per net acre	22 per net acre	28 per net acre	28 per net acre	N/ A	20 per net acre
Shade trees—off street parking areas (see Section 34- 445)	N/A	N/A	1 per req. landsc ape island	N/A	N/ A	1 per req. landsc ape island						
Street trees (see Section 34- 445)	1 per 30' lot front	1 per 30' lot fronta ge	1 per 30' lot fronta ge	1 per 30' lot fronta ge	1 per 30' lot fronta ge	1 per 30' lot fronta ge	1 per 30' lot fronta ge	1 per 30' lot fronta ge	1 per 30' lot fronta ge	N/ A	1 per 30' lot fronta ge	

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Agenda Item #13.2.1.

	age												
<u>Shrubs/Hedging</u> (see Section 34-445)	<u>.10 per req. shade tree</u>	<u>10 per req. tree per req. shade tree</u>	<u>10 per req. tree</u>	<u>10 per req. tree</u>	<u>10 per req. tree</u>	<u>10 per req. tree</u>	<u>10 per req. tree</u>	<u>10 per req. tree</u>	<u>10 per req. tree</u>	<u>10 per req. tree</u>	<u>10 per req. tree</u>	<u>N/A</u>	<u>10 per req. shade tree</u>
<u>Sod, lawn area, ground cover</u> (see Section 34-445)	<u>Required</u>	<u>Required</u>	<u>Required</u>	<u>Required</u>	<u>Required</u>	<u>Required</u>	<u>Required</u>	<u>Required</u>	<u>Required</u>	<u>Required</u>	<u>N/A</u>	<u>N/A</u>	<u>Required</u>
<u>Landscaped open space</u> (see Section 34-445)	<u>N/A</u>	<u>N/A</u>	<u>Min. 20%</u>	<u>Min. 30%</u>	<u>Min. 18%</u>	<u>Min. 30%</u>	<u>Min. 10%</u>	<u>Min. 10%</u>	<u>Min. 30%</u>	<u>Min. 20%</u>	<u>N/A</u>	<u>Min. 18%</u>	
<u>Private open space</u>	<u>(see Section 34-445)</u>	<u>(see Section 34-445)</u>	<u>(see Section 34-445)</u>	<u>N/A</u>	<u>(see Section 34-445)</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>(see Section 34-445)</u>	<u>N/A</u>	<u>N/A</u>	<u>(see Section 34-445)</u>	
<u>Common open space</u> (see Section 34-445)	<u>N/A</u>	<u>N/A</u>	<u>Min. 20%</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>Min. 30%</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	
<u>Landscape buffers—front yard/ROW</u> (see Section 34-445)	<u>N/A</u>	<u>N/A</u>	<u>Min. 10'</u>	<u>Min. 10'</u>	<u>Min. 11'—21' (see Section 34-589)</u>	<u>Min. 10'</u>	<u>Min. 5'</u>	<u>Min. 5'</u>	<u>Min. 10'</u>	<u>Min. 10'</u>	<u>N/A</u>	<u>Min. 11'—21' max. (see Section 34-589)</u>	
<u>Landscape buffers—side yard</u> (see Section 34-445)	<u>N/A</u>	<u>N/A</u>	<u>Min. 5'</u>	<u>Min. 5'</u>	<u>Min. 0'—10' (see Section 34-589)</u>	<u>Min. 5'</u>	<u>Min. 5'</u>	<u>Min. 5'</u>	<u>Min. 5'</u>	<u>Min. 5'</u>	<u>N/A</u>	<u>Min. 0'—10' max. (see Section 34-589)</u>	
<u>Landscape buffers—rear yard</u> (see Section 34-445)	<u>N/A</u>	<u>N/A</u>	<u>Min. 10'</u>	<u>Min. 10'</u>	<u>Min. 7.5'—10' (see Section</u>	<u>Min. 10'</u>	<u>Min. 5'</u>	<u>Min. 5'</u>	<u>Min. 10'</u>	<u>Min. 10'</u>	<u>N/A</u>	<u>Min. 7.5'—10' max. (see</u>	

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Agenda Item #13.2.1.

<u>445)</u>					<u>n 34-589)</u>							<u>Section 34-589)</u>
<u>Landscape buffers—off-street parking areas (see Section 34-445)</u>	N/A	N/A	Min. 7'	Min. 7'	Min. 0'-10'	Min. 7'	N/A	Min. 0'-10' max.				
<u>Landscape islands—off-street parking areas (see Section 34-445)</u>	N/A	N/A	1 per every 10 req. parkin g space s	1 per every 10 req. parkin g space s	1 per every 0—10 req. parkin g space s	1 per every 10 req. parkin g space s	N/A	1 per every 10 req. parking spaces				

Sec. 34-445. - Landscape and Buffering Specifications.

The landscape and buffering requirements are subject to the following criteria and subject to certain exceptions, which shall be depicted on landscape plans and related plans as needed to demonstrate compliance.

(a) General character and plant quality.

- (1) Landscape plantings shall consist primarily of shade trees accented by palms, ornamental trees, shrubs, and groundcover in order to maximize shade over pedestrian and parking areas, to reduce air conditioning requirements for buildings, and to provide aesthetic enhancement;
- (2) Plants installed pursuant to this code shall conform to or exceed the minimum standards for Florida Grade Number One, as provided in the most current edition of Florida's Grades and Standards for Nursery Plants;
- (3) Landscape plantings shall utilize the principals of Florida Friendly Landscaping to minimize irrigation and maintenance needs;
- (4) Landscape plantings shall be designed to minimize maintenance requirements due to conflicts with roots and branches, and to allow for typical growth forms of trees, palms, and shrubs.
- (5) The landscape design shall provide large, small shrubs and groundcover plantings to achieve a layering of plants. Landscape designs shall seek to utilize complimentary plant types, create pedestrian-friendly spaces, maximize shade, limit overutilized species, and enhance the unique character of each site. The city's landscape manual may contain additional provisions to guide design. Landscape plans which do not meet these design guidelines may not be approved until changes are made to meet the guidelines.
- (6) Trees shall be spaced from each other as well as structures and utilities in order to provide for adequate canopy growth typical of each species, including for street trees and off-street parking area trees. In general, large shade trees (live oak, mahogany) shall have at least 12 feet on each side, medium sized trees (green buttonwood, pink trumpet tree) shall have at least 10 feet on each side, and small trees (crabwood, crape myrtle) and palm trees (sabal palm, coconut palm) shall have at least 6 feet on each side. In order to allow for adequate root space, a minimum of $\frac{1}{2}$ of the minimum canopy space listed above must be pervious available root space, provided on all sides.

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Agenda Item #13.2.1.

(7) All landscape areas (other than sod) must receive a three-inch layer of mulch at the time of installation. For shrub and groundcover beds, the mulch shall be placed throughout the bed. For trees including street trees, mulch shall be placed in a circle to three feet on each side, with a three inch gap between the trunk and the mulch. Cypress mulch shall not be used.

(b) Shade trees. All developments shall provide the required number of shade trees in compliance with the following standards:

- (1) All trees, shall be a minimum of 12 feet high and have a minimum caliper of three inches at time of planting and four feet of clear trunk;
- (2) 30 percent shall be native species;
- (3) 50 percent shall be low maintenance and drought tolerant; and
- (4) No more than 30 percent of required shade trees shall be palms, where every three palms shall equal one required shade tree;
- (5) 80 percent of the trees used shall be listed in the city's landscape manual
- (6) Minimum species diversity standards. The number of species to be planted shall be based on the overall number of trees required. The applicant shall be required to meet the following minimum diversity standards.

Table 2 Minimum Diversity Standards

<u>Required Number of Trees</u>	<u>Minimum Number Species</u>
<u>1 – 5 trees</u>	<u>2 species</u>
<u>6 – 10 trees</u>	<u>3 species</u>
<u>11—15 trees</u>	<u>4 species</u>
<u>16 – 21 trees</u>	<u>5 species</u>
<u>21 – 30 trees</u>	<u>6 species</u>
<u>31 or more trees</u>	<u>7 species</u>

(7) Residential shade trees. Trees shall be planted as to provide shade to residential structures that are of a height of 35 feet or less. The landscape architect shall provide a statement demonstrating how specific landscape trees have been used to promote energy conservation. All exterior air conditioning units, except for air conditioning units placed on the roof, should be shaded by trees and/or shrubs as referenced in the city's landscape manual.

(8) Shade trees, off-street parking areas. A minimum of one shade tree shall be provided per required landscape island in parking lots. The provision of shade trees in off-street parking areas shall count towards the required number of shade trees, otherwise required.

(9) Shade trees, grassed areas. Grassed areas that are to be used for organized sports such as football and soccer or other similar sports or playgrounds, that are clearly identified on a landscape plan shall not be counted as part of the net lot area for the purpose of calculating tree requirements.

(c) Street tree requirements.

(1) Height, spacing and species. Street trees shall be of a species as listed in the Landscape manual and which normally mature at a height of at least 20 feet. Street trees shall have a minimum clear trunk of four feet, an overall minimum height of 14 feet and a minimum caliper of

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Agenda Item #13.2.1.

three inches at time of planting, and shall be provided along all roadways individually or clustered, with a maximum average spacing of 30 feet on center, except as otherwise provided in these tree regulations. The 30-foot average spacing requirement for multiple single-family units such as zero-lot-line and townhouse units shall be based on the total linear footage of roadway for the entire project and not based on individual lot widths. Street trees shall be planted no further apart than 60-foot intervals and no closer than 18 feet apart depending on the species.

- (2) Location. Street trees shall be installed on private property within seven feet of the property line. Street trees planted along private roadways shall be placed within seven feet of the edge of roadway pavement or, where present, within seven feet of the sidewalk. Appropriate types of street trees shall be in compliance as listed in the landscape manual. Root barriers shall be placed along the edge of the sidewalk or roadway for all newly planted street trees.
- (3) Maintenance of street trees. When trees are planted within the right-of-way, the owners of land adjacent to the areas where street trees are planted must maintain those areas including the trees, plants and sod, using pruning methods specified in this chapter. Where the city determines that the planting of trees and other landscape material is not appropriate in the public right-of-way, they may require that said trees and landscape material be placed on private property.
- (4) Exceptions.
 - a. Power lines. Where the height and location of overhead power lines require the planting of low growing trees, street trees shall have a minimum height of eight feet, a minimum caliper of two inches at time of planting with a maximum average spacing of 25 feet on center.
 - b. Street lights. No street trees shall be located closer than 15 feet from street lights, no palms may be closer than seven feet.
 - c. Electric, utility lines. The spacing of trees from electric utility lines must follow those guidelines established by Florida Power and Light publication Right Tree, Right Place, available from the public works office.
- (d) Shrubs, hedging. A continuous, extensively planted greenbelt of shrubs and hedging shall be provided along all property lines abutting a public right-of-way in accordance the following minimum standards, except as permitted as set forth in section 34-446:
 - (1) A double-row of shrubs shall be planted to create a layered effect, with the row closest to the public right of way maintained at a maximum height of two feet, and the interior maintained at a maximum height of four feet. All shrubs shall be a minimum of 18 inches in height when measured immediately after planting. Shrubs shall be provided at a minimum ratio of ten per required tree, with enough density such that shrub branches touch their adjacent neighbor at the time of planting. Of the provided shrubs at least:
 - a. 30 percent shall be native species and no more than 25 percent of the total number of required shrubs shall be of the same species;
 - b. 50 percent shall be low maintenance and drought tolerant;
 - c. 80 percent shall be listed in the city's landscape manual.
 - d. When used as a visual screen, buffer, or hedge, shrubs shall be planted at a maximum average spacing of 30 inches on center or if planted at a minimum height of 24 inches, shall have a maximum average spacing of 48 inches on center and shall be maintained so as to form a continuous, unbroken and solid visual screen within one year after time of planting, except penetrated only at approved points for ingress or egress to the property. Shrubs used as a buffer, visual screen, or hedge need not be of the same species;

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Agenda Item #13.2.1.

- d. The height of any hedge may be allowed to exceed four feet up to a maximum of eight feet, if maintaining the hedge in this manner does not violate CPTED principals for the location. The design height of all shrubs must be included in the maintenance plan for the site;
- e. Hedges may be placed on the property lines; however, this regulation shall not be construed to permit such hedges to extend beyond the official right-of-way lines or property lines.
- f. Exception: In PCD EO, hedge not required to be continuous.

(e) Sod, lawn areas, ground cover. All residential lawn areas, landscape open spaces, landscape buffers, and all other areas not occupied by structures or vehicular use paving shall be planted with sod, lawns, or ground cover in compliance with the following standards:

- (1) Sod and lawn areas. Sod and lawns shall be planted in a species well adapted to localized growing conditions in the city. Lawn areas may be sodded, plugged, sprigged, hydro mulched, or seeded except that solid sod shall be used in swales or other areas subject to erosion. In areas where other than solid sod or grass seed is used, over seeding shall be sown for immediate effect and protection until coverage is otherwise achieved. Property owners are encouraged to limit lawn areas to no more than 25% of the area of the site unless there is a dedicated use requiring sodded areas (such as a sports field).
- (2) Ground covers. Ground cover plants used in lieu of grass, in whole or in part, shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one year after planting.
- (3) Other species and materials in lieu of grass may also be permitted providing such meets the approval of the administrative official. In general, pavement and stone are not acceptable as ground covers.

(f) Private open space.

- (1) Private open space is required for each single-family residence, each duplex unit, each attached unit (townhouse) or detached unit that has direct ground floor access. Said space shall be for the exclusive recreational or leisure use of the inhabitants of the dwelling unit, and shall be located immediately adjacent to the unit, and designed in such a way as to provide privacy from adjacent dwelling units.
- (2) Said private open space shall be in addition to the common open space required and the amount of such space shall be 500 square feet of each attached unit (townhouse) or each duplex unit, and 800 square feet for each single-family detached unit.
- (3) Provisions shall be made in the sale or rental of such units that such private open space is for the exclusive use of the unit concerned.
- (4) A maximum of one tree and no shrubs shall be planted within the private open space in efforts to meet minimum landscape requirements.

(g) Landscape open space. Developments shall provide the minimum open landscape areas in compliance with the following standards:

- (1) The required landscape open space shall be calculated on the net lot area.
- (2) The provision of all sod, lawn area, ground cover, landscape buffers, off-street parking landscape islands shall be computed towards the required landscape open space requirement.
- (3) Water bodies may be used as part of the required landscaped open space but such water areas shall not be credited for more than 20 percent of the required open space.
- (4) The specific areas within enclosed or unenclosed building areas which are landscaped with grass, trees and/or shrubbery, water areas therein and areas therein with permanent art display may be used as part of the required landscaped open space, but such areas shall not be credited for more than ten percent of the required landscaped open space.

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Agenda Item #13.2.1.

(5) Landscape open space areas may also include tree preservation zones of "natural forest communities" as defined in Chapter 24-5 of the county Code.

(h) Common open space. Common open space shall be provided in compliance with the following:

- (1) Of the required common open space 50 percent of said space may be unencumbered with any structure and shall be landscaped with vegetation.
- (2) The remaining 50 percent may be used as swimming pools, tennis courts, shuffleboards, pedestrian walks, entrance features, playgrounds, picnic areas, and other recreational uses that are and shall be for the general use of all residents and visitors of the development.
- (3) Common areas within residential zoning districts such as amenity centers, project entrances, and miscellaneous open spaces including but not limited to tot lots and recreation areas, shall have a minimum of one tree and 20 shrubs for each 2,000 square feet of site area or portion thereof, and shall not be utilized for structures or vehicular use areas;

(i) Landscape buffers. A continuous landscaped greenbelt, except for penetrations for permitted ingress and egress points at the width set forth in the article shall be provided within the required yard setback areas, and should be designed as stormwater filters or bioswales in compliance to the following standards, except as otherwise be permitted as set forth in article XV of this chapter:

- (1) Encumbrances. Buffers may be encumbered by site infrastructure improvements, utilities, but may not be encumbered by any accessory structure.
- (2) Fences and walls. Buffers may be encumbered by fences and walls in compliance with this chapter.
- (3) Design. Design of landscape buffers must be in accordance with guidance from the city's landscape manual for aesthetic quality and to provide adequate screening and a layered effect.

(j) Off-street parking areas.

- (1) All required parking area landscaping shall require protection from vehicular encroachment by placing curbing (type D or F) or car stops at perimeter parking at least two feet from the edge of such landscaped areas. Other landscaped areas abutting curved or angular drives shall be curbed. Where the landscape easement abuts onsite vehicular use areas such as traffic lanes, the landscape easement shall be separated from the traffic lanes by continuous concrete curbing with an 18-inch depth below grade. Extruded curbing installed on top of the paving is prohibited. Landscaped areas or islands shall contain clean fill and topsoil to at least the top of the curb.
- (2) Exceptions. Where a setback of less than the required buffer areas is permitted the landscape buffer shall be reduced accordingly.
- (3) Landscape islands, off-street parking areas. Landscape islands shall be provided within off-street parking areas in compliance with the following standards, except as set forth in section 34-532:
 - a. Landscape islands shall be calculated as one island per every ten required parking spaces; such requirement shall be rounded down to the nearest ten parking spaces; except as provided in section 34-532 for properties zoned PCD. A curbed landscape island shall be provided at each end of each row of parking stalls.
 - b. Landscape islands spacing may vary, but shall not be spaced more than 15 parking spaces apart, except as provided in section 34-532 for properties zoned PCD.
 - c. Landscape islands shall be a minimum width of eight feet wide, not including any curbs, and shall be a minimum length of 13.5 feet in length, not including any curbs. If landscape island widths are increased to a minimum of 10 feet, then one island shall be required for every 15 parking spaces.
 - d. Landscape islands shall be computed towards the required open space requirement.

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Agenda Item #13.2.1.

- e. The soil under landscape islands shall not be compacted. If previously compacted due to site grading, landscape islands shall be excavated to a minimum depth of 24 inches below grade with soil replaced in a loose, friable condition.
- f. A continuous landscape strip a minimum width of five feet, at grade, located between two rows of head-to head parking, may be used in lieu of landscape islands for both rows. Wheel stops shall be used at two feet from the edge of the landscape strip, to prevent vehicular encroachment. These landscape strips may concurrently be used as drainage features, provided the tree species and infrastructure locations do not create conflicts.
- g. Shade trees, off-street parking areas. A minimum of one shade tree shall be provided per required landscape island in parking lots. The provision of shade trees in off-street parking areas shall count towards the required number of shade trees, otherwise required.

(k) Ground-mounted equipment, walls, and storage areas screening. All ground-mounted mechanical equipment, storage areas, walls, fences, and common trash receptacles shall be screened from view other than the side providing access, using trees, shrubs, and/or hedges in addition to the common area requirements. Landscape plans shall clearly identify the locations of the features which are required to be screened and the type of screening provided per section 34-418.

Sec. 34-446. - Fences, Walls and Perimeter Hedges; Sight Triangles:

- (a) Public safety. No fence, wall or hedge shall be constructed or maintained within three feet of a fire hydrant, water connection, or other emergency apparatus placed for the purpose of fire protection. Fences, walls or hedges shall not be placed within the area required by applicable fire and life safety codes to be clear and unobstructed for passage of emergency vehicles or for the ingress and egress of persons or animals.
- (b) Special fence prohibitions. No barbed wire, electrical elements, or other hazardous materials shall be maintained as a fence or part of a fence or wall in a residential district. The top surface of any chain link or cyclone fence shall be crimped to eliminate the exposure of sharp edges. All other use of barb wire, electrical elements or other hazardous materials shall only be allowed after administrative variance or waiver approval as set forth in section 34-50.
- (c) Permits required. All fences, walls, or hedges, shall comply with appropriate zoning clearance and building permit procedures. A certificate of occupancy or certificate of use shall not be issued until all required fences, walls, or screening hedges are erected, constructed, or installed.
- (d) Maintenance. All fences and walls shall be maintained in a safe and nonhazardous condition.
- (e) Location on property lines.
 - (1) Except as hereinafter restricted, all walls, fences or hedges may be placed on the property lines. This section, however, shall not be construed to permit such walls, fences to extend beyond the official right-of-way lines or property lines.
 - (2) No fence, wall, gate, or opening shall be permitted to swing, roll or otherwise encroach into the right-of-way.
 - (3) In PCD, NC, OF and residential districts the installation of all fences and walls abutting a right-of-way shall be setback a minimum two feet from the property line and shall be landscaped accordingly with a continuous hedge as set forth in this section, except that off-street parking areas abutting rights-of-way shall comply with landscape and buffering and wall requirements set forth in this section.
- (f) Materials.
 - (1) Permitted fence materials. Fences shall only be constructed of wood, PVC and aluminum (picket only). Solid aluminum fences are not permitted along property lines abutting the right of way.
 - (2) Chain link prohibition in front yards. *Chain link fence prohibited in all districts front yards, side street yards.* Notwithstanding anything in the code to the contrary, chain link fences shall only

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Agenda Item #13.2.1.

be permitted behind the front building line. Chain link shall not be permitted along property lines abutting the right of way. It is provided, however, that the aforementioned restriction on chain link fences shall not apply in I-1, I-2, GP, or AU zoning districts with bona fide agricultural use. All chain link fences must be vinyl coated color green or black. Bare metal or galvanized chain link fences are prohibited.

(g) Fence, Wall, hedge maximum height.

Zoning District	R-1	R-2	R-15 R-25 R-50	NC	PCD*	OF	I-1***	I-2***	PD**	AU	G_P	EO
<u>Fence, wall, hedge heights—maximum</u>	<u>Max. 6'/m²</u> <u>ax. 5' front yard</u> <u>hed ges 8'</u>	<u>Max. 6'/ma x. 5' front yard</u>	<u>Max. 6'; hedge s 8'</u>	<u>Max. 8'; hedge s 8'</u>	<u>Max. 6'; hedge s 8'</u>	<u>N/ A</u>	<u>Max. 8'; hedge s 8'</u>					

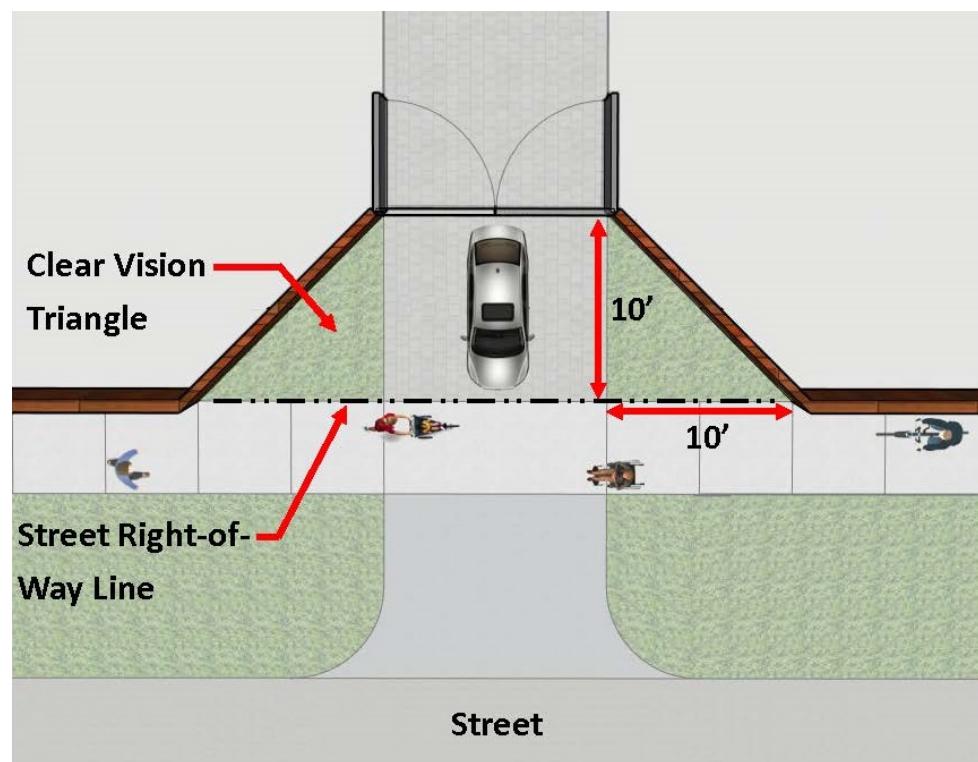
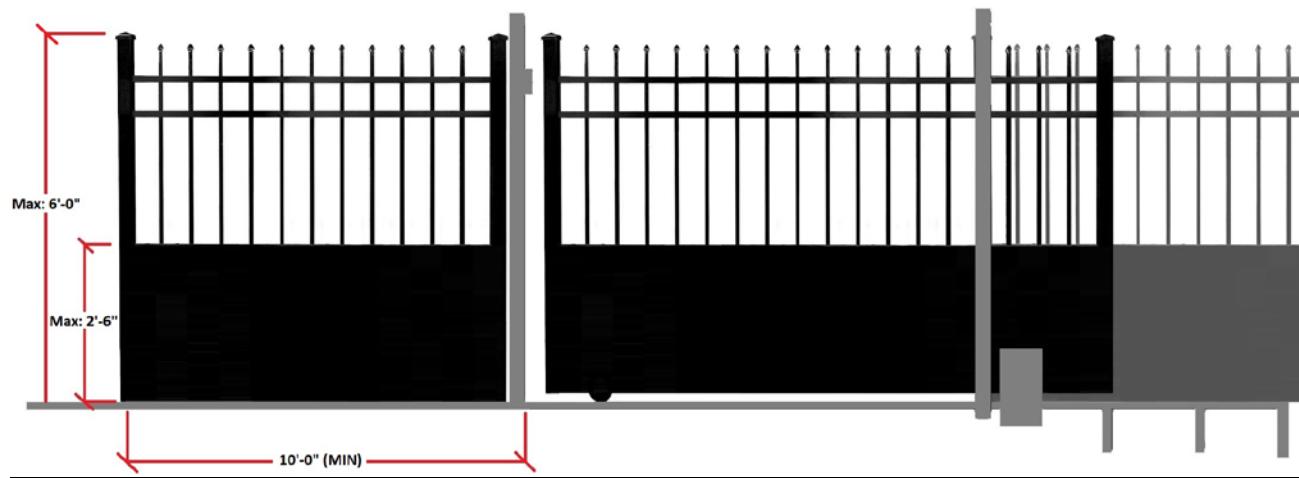
Increase and decrease of height. Fence, wall, and hedge heights shall be increased, or decreased for compliance with the following:

- (1) Double frontage lots. When a higher wall, fence or hedge is required as a visual screening buffer at the rear of double frontage lots as set forth in this chapter, such fence or wall may be increased to a height of eight feet, if not otherwise permitted in the underlying zoning district.
- (2) Height at intersection. Fences, walls, or hedges shall not exceed 2.5 feet in height within the safe sight distance triangle, as defined herein this chapter.
- (3) Height limitation. The height of fences, walls, and hedges shall not exceed 2.5 feet in height within ten feet of the edge of driveway leading to a public right-of-way, except that in the R district a fence may be permitted up to the maximum permitted height providing such fence is a maximum 25 percent opaque, and no other structures or portions of the fence, wall interferes with the safe distance visibility triangle.

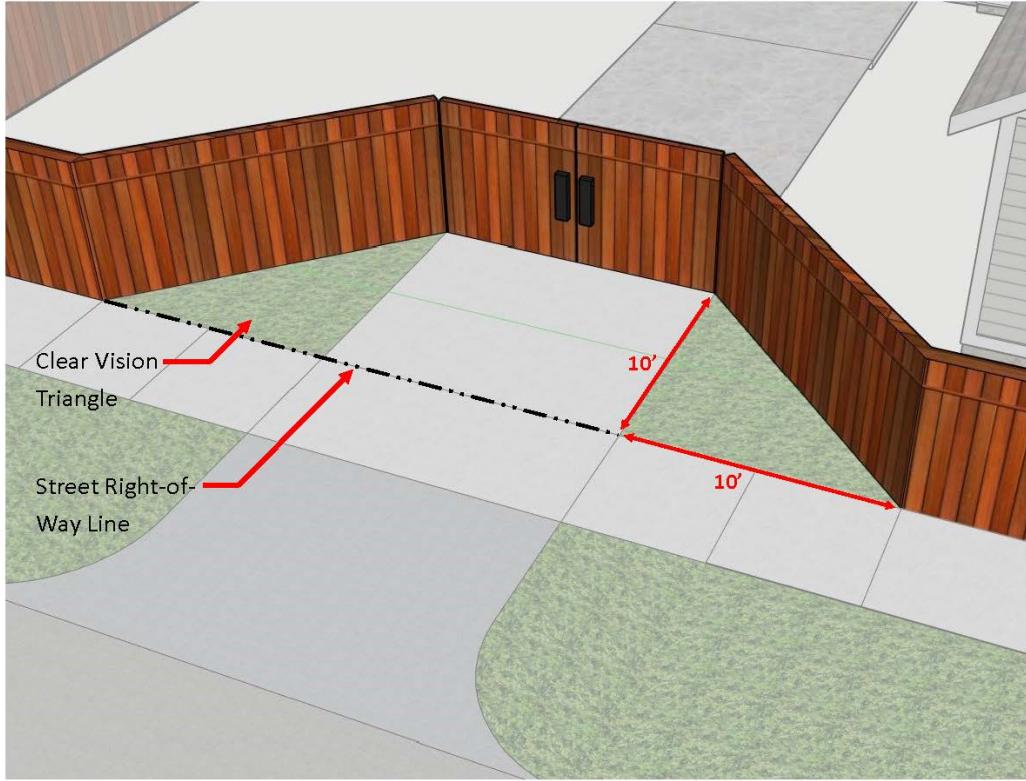


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Agenda Item #13.2.1.



Agenda Item #13.2.1.



(4) Fences for tennis courts; fences and walls for other recreational uses. Fences, and walls for tennis courts may be erected up to 14 feet in height if such fence conforms to accessory use setbacks. Fences and/or walls in connection with other permitted recreational uses, such as baseball backstops, handball courts, and the like, shall be permitted of a height necessary for the particular use if required accessory use setbacks are observed.

(h) *Measuring height of wall, fence, and hedge.* The height of a wall, fence or hedge shall be the vertical distance measured from the average elevation of the finished building site to the top of the wall, hedge or fence. The average elevation shall be measured along both sides of the wall, hedge or fence line. Virgin land may not be increased or decreased to affect the permitted (or required) height of a wall, hedge or fence unless the entire building site is graded to even out the level of the site or to increase it to the required the county flood criteria elevation. Average elevation shall be determined by taking elevations along both sides of the wall, hedge or fence line, at five-foot intervals and totaling the same and then dividing the total by the number of stations at which the elevations were taken. Decorative columns, or other types of architectural features shall not be measured as the fence or wall height provided said decorative columns or other types of architectural features do not exceed 20 percent of the permitted height of the fence or wall.

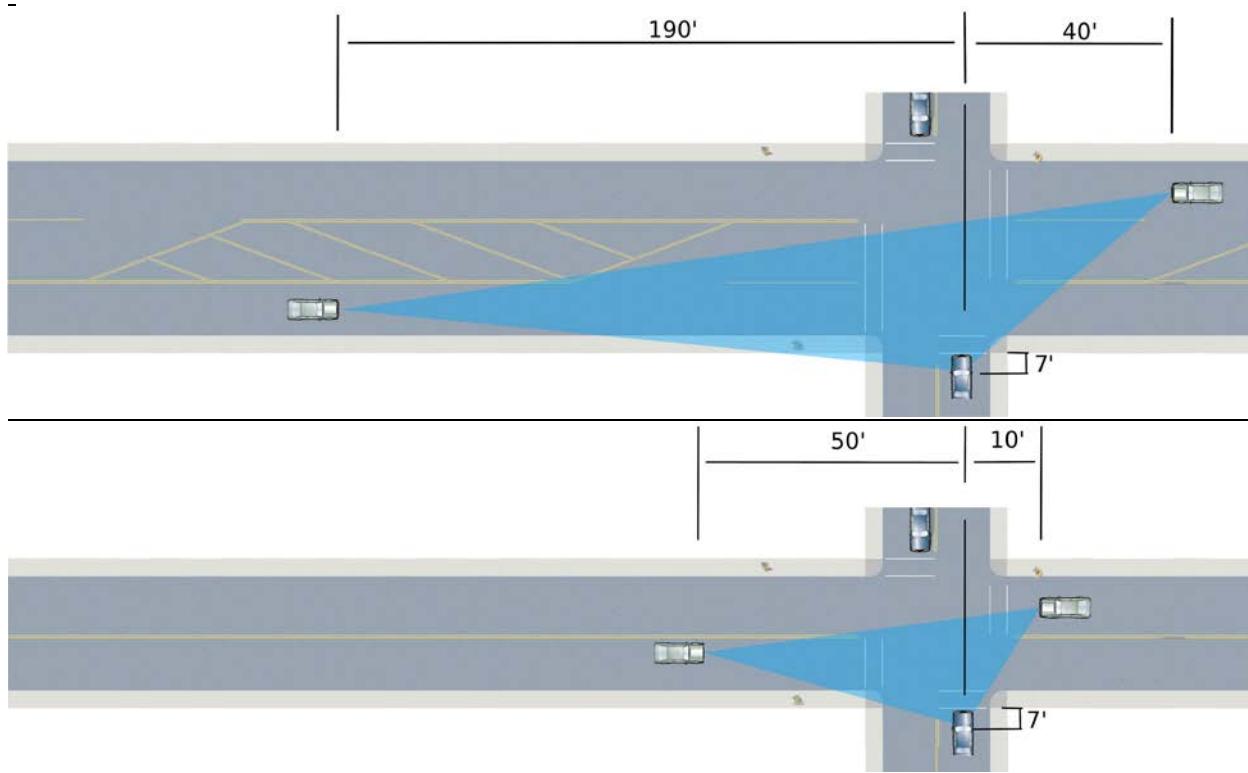
(i) *Sight triangle.* The safe sight distance triangle area shall not contain obstructions to cross-visibility at a height of 2.5 feet or more above pavement; potential obstructions include, but are not limited to, structures, grass, ground covers, shrubs, vines, hedges, trees, rocks, walls and fences. The following table represents minimum criteria for determining the required area of cross-visibility:

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Agenda Item #13.2.1.

Table 3: Safe Sight Distance Triangle

Functional Classification of Through Street	Required Visibility		
	<u>Left (ft.)*</u>	<u>Right (ft.)*</u>	<u>Depth on Minor Street (ft.)**</u>
<u>Local</u> <u>(50-foot or less right-of-way)</u>	<u>0</u>	<u>0</u>	<u>0</u>
(triangle lies within public right-of-way)			
<u>Collector</u> <u>(60-foot—70-foot right-of-way)</u>	<u>190</u>	<u>40</u>	<u>7</u>
<u>Arterial</u> <u>(80-foot or over right-of-way)</u>	<u>260</u>	<u>40</u>	<u>7</u>



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Agenda Item #13.2.1.

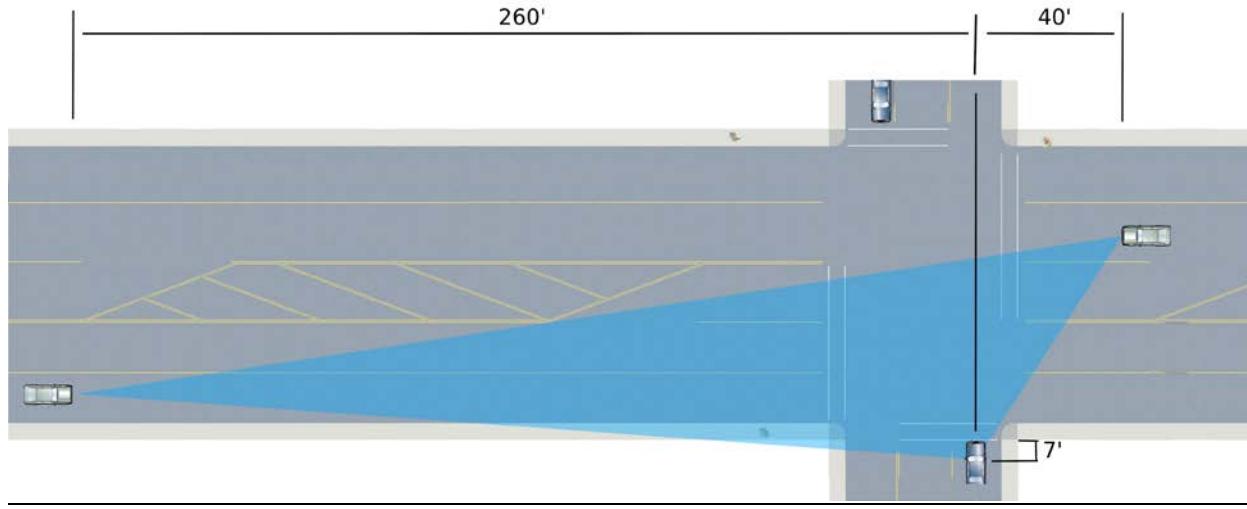


Table interpretations and waivers of the above requirements shall be made in writing by the director of the public works department.

Visibility distances measured from center line of minor street, along right-of-way line of through street.

Depth visibility on minor street measured from right-of-way line of through street, along center line of minor street (public or private street).

- (j) Wall or fence required between dissimilar uses. Where dissimilar uses are adjacent to each other a six-foot-high wall or fence meeting the approval of the administrative official shall be provided along common property lines, except that, if the dissimilar uses are separated by a right-of-way. Where an adjacent or abutting property is undeveloped land, the requirement of the wall shall be not be required until such time the unimproved land is developed at which time the determination of whether a determination of dissimilar uses shall be made by the administrative official. In this event, the requirement of the wall shall be borne to the developer of the unimproved land.
- (k) Height between different districts. Notwithstanding any provisions in this chapter to the contrary, where an RU district abuts another district, a fence, wall or hedge on the RU property may be erected, or maintained on the common property line of the height permitted in the abutting district.
- (l) Exterior finish of walls and fences. All walls and fences shall be maintained in good, clean and finished condition. A fence with a finished and unfinished side shall be erected so that the unfinished side and supporting members face inward toward the interior of the property. Furthermore, all fences shall have the finished side facing the neighboring property or street (outward). Board on board fence is preferred.

Sec. 34-447. - Tree Preservation and Protection Permit.

- (a) Applicability. These tree preservation and protection regulations ("tree regulations") shall be a minimum standard for the protection, removal and relocation of trees and shall be enforced by the city.
- (b) Tree impact permit required.
 - (1) Tree impacts. A tree impact permit is required for the removal or relocation of any tree in the city not specifically exempted pursuant to 34-447(4). It shall be unlawful for any person, unless otherwise permitted by the terms of these tree regulations to remove, harm, effectively destroy, remove greater than 25% of a tree's canopy within a 12-month period, impact the critical root zone of a specimen tree, or otherwise conduct canopy or root trimming work not in accordance with ANSI A-300 standards.

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Agenda Item #13.2.1.

- (2) Mitigation for Unauthorized removal. In addition to those penalties imposed in this article, trees that have been removed without proper authorization shall be replaced on the basis of twice the standard replacement requirements per Sec 34-448. If a tree removed is no longer on site, the city shall utilize all readily available records and data such as the stump, historic photos, historic records, etc. to estimate the size of the tree removed.
- (4) Natural Forest Communities. All trees located within natural forest communities shall also be subject to the requirements of article 3 of chapter 24 of the Miami-Dade County Code, as amended. Applicants will be referred to Miami-Dade County to obtain authorization for vegetation removal activities within natural forest communities.
- (5) Exemptions. The following activities may qualify for exemption from tree removal permit requirements, subject to review by City staff. Applicants must submit a tree removal application to the City to verify applicability of an exemption prior to conducting tree removal.

 - a. Vegetation removal and management activities authorized by permit from Miami-Dade County within a designated Natural Forest Community are exempt from additional tree removal permit requirements from the City. Applicants are required to submit approved permit(s) for verification of exemption.
 - b. Removal of any dead tree, provided that the tree can be demonstrated to have died from natural causes without significant harm from human activity, and provided the tree is not located within a natural forest community.
 - b. Removal of prohibited and controlled species as defined in the Miami Dade County Code and Miami Dade County Landscape Manual.
 - c. Removal of any tree which has been destroyed or effectively destroyed by an act of God, or by acts outside of the control of any person, individually or otherwise, who has or had a legal, beneficial or equitable interest in the real property upon which such tree is located, which acts could not have been prevented by the exercise of reasonable care by that person. Where a tree has been destroyed or effectively destroyed as described above, it is the intent of this provision to exempt from liability for such destruction or effective destruction the person who has or had a legal beneficial or equitable interest in the real property upon which such tree is located if the person could not have prevented the destruction by the exercise of reasonable care.
 - d. Removing, trimming, cutting or removal of any tree located upon land which is a wetland as defined in this chapter, provided the entity has obtained valid wetlands federal/state/local permits, which contain specific provisions for the trimming/removal of these trees. Mangrove trimming and removal must be authorized under the state's Mangrove Trimming and Preservation Act, ss. 403-9321-403.9334, F.S./Chapter 24 of the Miami Dade County Code. The city may request copies of permits/authorizations to verify that the proposed activities qualify for this exemption.
 - e. Removal of trees determined by a properly qualified ISA Certified Arborist to be classified as High Risk, where mitigation options to remove risk are not viable.

Notes:

Removal of trees required by an approved landscape plan will require replacement in kind to maintain compliance with the approved plan, regardless of tree mitigation requirements (or lack thereof).

Removal of any tree specifically exempted by state or federal law from requiring a permit for removal must be documented as compliant with the rule by an appropriately qualified ISA Certified Arborist in a written report, with a courtesy copy provided to the city.

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Agenda Item #13.2.1.

Owners of properties with trees removed under claim of any exemption without documentation to verify the exemption will be subject to tree removal permit requirements including penalties for unauthorized removal as applicable.

- (6) Review of permits for removal in rights-of-way, government properties. The administrative officer or designee shall review and make the determination for tree removal for trees in rights-of-way and on city-owned properties, unless removals within rights-of-way are proposed as part of the site development/building permit process, in which case the permittee shall be responsible for justification for tree removal/ relocation and required mitigation. The city shall keep a record of removals within city-owned properties and city-installed landscaping, to ensure that mitigation requirements for these trees are met.
- (c) Application. A tree removal permit application shall be made to the planning and zoning department on a form approved by the administrative official and shall be accompanied by the required fee and required documents for the review of the application, as listed in the city code, the application form, and the landscape manual.
- (d) Review and evaluation of permit application.
 - (1) The planning and zoning official shall conduct a review of each completed tree removal permit application. This review and all actions taken by the administrative official under the provisions of these tree regulations shall be conducted using best available practices from biology, botany, forestry, landscape architecture and other relevant fields, and shall be conducted in a manner that is consistent with all applicable goals, objectives and policies outlined in this chapter and in the comprehensive development master plan.
 - (2) Upon receipt of a completed permit application, the administrative official or designee shall visit the site and determine whether the site contains specimen trees or any other trees subject to the provisions of these regulations. The official will examine:
 - a. Specimen tree standard. The standards to be applied in reviewing tree removal applications involving specimen trees are as follows: Specimen trees shall be preserved. Upon receipt of an application to remove a specimen tree, the administrative official or designee shall consider the following factors in evaluating said application:
 - i. Size and configuration of the property.
 - ii. Size and configuration of any proposed specimen tree.
 - iii. Location of the tree relative to any proposed development.
 - iv. Whether or not the tree can be preserved under the proposed plan or any alternative plan.
 - v. Health, condition and aesthetic qualities of the tree.
 - vi. Whether the tree poses a threat to persons or property. The administrative official or designee may recommend from time to time the designation of certain trees located within the city as specimen or historic trees. in addition, the matter shall be presented to the city council for its determination. The city council shall consider the report of the administrative official and shall either accept, modify or deny the recommendation and may designate by resolution those trees it deems appropriate as specimen or historic trees. The city council may designate by resolution protected trees, specimen trees, and/or historic trees as defined herein. Any tree which has been declared to be a protected tree shall not be removed unless approved by the city council.
 - b. Other trees. If there are trees present on a site other than specimen trees, then the replacement provisions of the replacement requirements for tree removal section shall apply.
 - c. Combination of tree types. In the event that a site contains any combination of specimen trees or other trees, then the provisions of the Code shall be applied in proportion to the presence of each type of tree or community.

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Agenda Item #13.2.1.

- (e) Issuance. The planning and zoning administrative official or designee may approve, approve with conditions, or deny an application and issue a permit (subject to conditions, limitations or restrictions), for the activity proposed under the permit application.
- (f) Condition for replacement requirements for issuance of tree removal permit. As a condition of the issuance of a tree removal permit, the permittee may be required to replace trees that are authorized to be removed under the provisions of these tree regulations. The number of trees and number of species of trees required for replacement shall be determined according to the specifications contained herein. The planning and zoning official may require that replacement shall be described in a landscape replacement plan which shall meet the minimum requirements of the Code. No tree removal permit shall be issued until the administrative official has approved said plan.
- (g) Tree protection bonds. A bond may be held by the city for one year to insure successful tree replacement for proposed tree relocations and for specimen trees with proposed construction impacts within the critical root zone. Such bond amount shall be assessed at twice the equivalent value of the required replacement tree(s). Relocations or tree protection that are not wholly successful, as determined by the city, may be resolved through replacement plantings or payment to the Tree Fund. If neither of these options are accomplished within 90 days of notice by the city, the city may retain the entire bond value.

All required plans or covenants are submitted and are in compliance with the standards herein.

Sec. 34-448. - Procedures for Determining Tree Replacement Requirements.

The planning and zoning official or designee shall determine the total number and type of replacement trees required for the issuance of a tree removal permit according to the following procedural steps:

- (a) Step 1: Determining existing tree canopy coverage on-site. The area of existing tree canopy coverage of a site shall be determined by the administrative official, using one or any combination of the following methods: Review of aerial photography; on-site inspection; and review of a tree survey. The administrative official may require the applicant to submit a tree survey for the purpose of this determination.
- (b) Step 2: Determining impact area of proposed project. The area of existing canopy coverage which will be affected (impact area) by the applicant's proposed development shall be determined by the administrative official based on a site plan and completed tree removal permit application.
- (c) Step 3: Determining number of replacement trees required to be planted. The total number of trees required for replacement shall be based on the area of impact and the category of replacement tree selected by the applicant. Trees which are not on the County's prohibited species list but which are listed as "Category I" on the Florida Exotic Pest Plant Council's (FLEPPC) current list of invasive species, shall have canopy replacement calculated at 50% of actual loss. Each replacement tree shall compensate at a ratio as shown in the table below for the portion of the tree canopy lost in the impact area. The following table shall be used as a standard for determining the required number of replacement trees:

Table 4: Determining Number of Replacement Trees

<u>Category of Replacement Tree</u>	<u>Portion of Impact Area that Each Replacement Tree Compensates for in Square Feet</u>
<u>Shade tree 1</u>	<u>500 s.f.</u>
<u>Shade tree 2</u>	<u>300 s.f.</u>
<u>Palm tree 1</u>	<u>300 s.f.</u>
<u>Palm tree 2</u>	<u>100 s.f.</u>
<u>Small tree</u>	<u>200 s.f.</u>

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Agenda Item #13.2.1.

- (1) Compensation for lost canopy. Replacement categories shall compensate for the lost canopy. In the event that a replacement tree actually has more canopy coverage at the time of planting than the amount of credit allowed under the tree replacement formula above, then the applicant shall receive full credit for the canopy coverage provided by the replacement tree at the time of planting. The applicant shall submit a list of proposed replacement trees on a form provided by the administrative official, except when the total number of replacement trees exceeds 20, and then the applicant shall be required to submit a landscape replacement plan consistent with the provisions of this article. Proposed replacement lists or plans are subject to administrative official approval. The administrative official shall approve proposed replacement trees that are consistent with the standards of these tree regulations.
- (2) Minimum species diversity standards. When more than ten trees are required to be planted in accordance with the provisions of this division, a diversity of species shall be required. The number of species to be planted shall be based on the overall number of trees required. The applicant shall be required to meet the following minimum diversity standards:

Table 5: Minimum Diversity Standards

Required Number of Trees	Minimum Number Species
11—20	2
21—50	4
51 or more	6

Permittees shall not be required to plant in excess of six species. The number of trees of each species planted shall be proportional to the number of species required. A minimum of 50 percent of all replacement trees planted shall be native to the county, and no more than 30 percent of the replacement trees shall be palms. However, when native trees are removed, all replacement trees shall be native species. As an alternative to the minimum species diversity required herein, an applicant may propose alternative species diversity in an alternative landscape enhancement plan described in these tree regulations.

- (d) Step 4: Location of replacement trees. Specific placement of replacement trees on-site shall be determined by the applicant. If the site cannot accommodate the required replacement trees because of insufficient planting area as determined by the planning and zoning official, then the applicant shall be required to plant replacement trees at an off-site location subject to the planning and zoning official approval, or, as an alternative, shall provide an equitable contribution to the city tree trust fund in the amount of \$2 per square foot of lost canopy, to compensate for those replacement trees which cannot be accommodated on-site. The city's landscape manual may adjust this cost periodically (by way of a multiplier) to account for inflation.
- (e) Step 5: Minimum standards for replacement trees.
 - (1) All replacement trees shall have a minimum quality of a Florida No. 1 grade or better.
 - (2) The city administrative official shall maintain a list of species for each category of replacement tree. This list may be amended from time to time, as necessary. Replacement tree heights shall be determined by overall height measured from where the tree meets the ground to the top-most branch, palm heights are measured by gray wood/clear trunk.
 - (3) All category 1 replacement shade trees shall be a minimum of 16 feet in height and 3 inches DBH at the time of planting and at maturity should have a minimum canopy coverage of 900 square feet under normal growing conditions.

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Agenda Item #13.2.1.

- (4) All category 2 replacement shade trees shall be a minimum of 12 feet in height and 2 inches DBH at the time of planting and at maturity should have a minimum canopy coverage of 300 square feet under normal growing conditions.
- (5) All category 1 replacement palm trees shall have a minimum height of ten feet at the time of planting and at maturity should have canopy coverage of 300 square feet under normal growing conditions.
- (6) All category 2 replacement palm trees shall have a minimum height of three feet at the time of planting and at maturity should have canopy coverage of 100 square feet under normal growing conditions.
- (7) All replacement small trees shall have a minimum height of six feet and 1 inch DBH at the time of planting and at maturity should have canopy coverage of 200 square feet under normal growing conditions.

(f) *Replacement of specimen trees.*

- (1) Alternate plans. If, upon review of the factors enumerated above, the city official determines that a specimen tree cannot reasonably be preserved under the proposed plan, then the applicant shall provide an alternate plan when feasible, which shall include preservation of the specimen tree and design alterations consistent with the scope and intent of the initially-proposed plan. Alterations consistent with the scope and intent of the initially proposed plan may include, but shall not be limited to:
 - a. An adjustment of building orientation on a site.
 - b. An adjustment of lot lines within a site proposal where said adjustment will not cause an unreasonable loss of usable space. An applicant shall have the burden of proof in the determination of what constitutes an unreasonable loss of usable space.
- (2) Specimen tree relocation. If preservation of the specimen tree and any alternate design consistent with the scope and intent of the initial plan are mutually exclusive, then the administrative official may issue a permit to relocate the specimen tree. If the tree removal permit requires relocation, then the applicant shall be required to relocate the tree in accordance with the standards set forth herein. The city may require detailed specifications for relocation including root pruning, tree lifting/ moving, maintenance and care, and review/ acceptance of the contractor proposed to conduct the relocation.
- (3) Removal of specimen tree. If relocation of the specimen tree is not feasible due to the size, health, location, species or any other factor, then a permit may be issued for removal, and tree replacement shall be required.
- (4) Replacement requirements for specimen trees. As a condition of the issuance of a tree removal permit for the removal of a specimen tree, tree replacement requirements shall be as follows: Specimen trees shall be replaced at twice the canopy replacement requirement listed in 34-448. In addition to the canopy replacement requirement, an equitable contribution will be required. The equitable contribution will be paid to the city's Tree Trust Fund on a per-tree basis for the loss of the functions and values of the tree, at a standard rate of \$200 per diameter inch removed. The city's landscape manual may adjust these costs periodically (by way of a multiplier) to account for inflation.
- (5) Exemptions. An applicant may be exempt from the alternative plans and replacement requirements above, but subject to the tree replacement requirements above, under the following circumstances:
 - a. Upon submittal of a statement from a certified arborist which indicates that a specimen tree, due to disease, condition, growth habit, listing as Category I Invasive by the FLEPPC, or any other reasonable botanical factor, does not provide the aesthetic or environmental contribution associated with a specimen tree, or site-specific factor outside of the control of the current and previous property owners or current applicant which makes the tree non-

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Agenda Item #13.2.1.

viable. Said statement shall include the specific reasons for the claimed exemption from the provisions of these regulations.

Sec. 34-449. - Tree Protection Standards.

(a) Protection requirements during construction. During site development, protection requirements for trees designated for preservation under an approved tree removal permit shall include, but not be limited to, the following:

- (1) Protective barriers shall be placed around the critical root zone of each tree, cluster of trees, or the edge of the preservation area. The critical root zone shall be calculated at 8 inches in radius per inch in DBH, with a minimum radius of six feet unless a lesser distance is specified by the administrative official. Protective barriers shall be a minimum of four feet above ground level and shall be constructed of wood, plastic or metal, and shall remain in place until development is completed and the administrative official has authorized their removal. Protective barriers shall be in place prior to the start of any construction, and shall include signage in English and Spanish indicating that disturbance within the protected areas is prohibited
- (2) Understory plants within protective barriers shall be protected.
- (3) No excess oil, fill, equipment, building materials or building debris shall be placed within the areas surrounded by protective barriers, nor shall there be disposal of any waste material such as paints, oils, solvents, asphalt, concrete, mortar or any other material harmful to trees or understory plants within the areas surrounded by protective barriers, or any ground surfaces or existing drainage facilities on the site.
- (4) Trees shall be braced in such a fashion as to not scar, penetrate, perforate or otherwise inflict damage to the tree.
- (5) Natural grade shall be maintained within protective barriers. In the event that the natural grade of the site is changed as a result of approved site development activities such that the safety of the tree may be endangered, tree wells or retaining walls may be required by the city.
- (6) Underground utility lines shall be placed outside the areas surrounded by protective barriers. If said placement is not possible, disturbance shall be minimized by using techniques such as tunneling or overhead utility lines.
- (7) Fences, walls, and any other construction activity approved by the city to occur within the limits of the CRZ/tree protection area shall be constructed to minimize disturbance to any protected tree to the maximum extent practicable. Postholes and trenches located close to trees shall be dug by hand and adjusted as necessary, using techniques such as discontinuous footings, to avoid damage to major roots. All other work within this area shall be conducted by hand/with hand-held tools, and all paving must be placed above-grade.
- (8) A tree protection plan, as defined in this chapter.

(b) Tree relocation standards. The relocation of any tree subject to the provisions of these regulations shall be consistent with the minimum standards of the American National Standards Institute (ANSI) and the tree relocation standards promulgated by this chapter and contained within the city's landscape manual.

Sec. 34-450. - City of Miami Gardens Tree Trust Fund.

(a) Establishment of trust. There is hereby created the Miami Gardens Tree Trust Fund for the purpose of accepting and disbursing the tree mitigation fees paid to the city as part of tree permits. The Tree Trust Fund shall be established and maintained separately from the general revenue and other accounts of the city.

Use of funds. Funds disbursed from the Tree Trust Fund shall exclusively be used for tree planting and relocation on public property within the city. Trees purchased may also be given to the general public to enhance the tree canopy of the city. Funds from the Tree Trust Fund, in an amount totaling no more than ten percent of Fund disbursements in a given year, may be used for supporting activities related to tree replacement and canopy restoration including tree inventories and analysis, landscape design services,

Words underlined are added. Words stricken through are deleted.

Agenda Item #13.2.1.

landscape inspections of new plantings, irrigation, and staff training for landscape inspections. Allowable expenditures pursuant to this chapter shall be made by the Director of Planning & Zoning or his/her designee. (Ord. No. 2010-10-218, § 2(14-120), 4-7-2010)

Sec. 34-451. - Maintenance Requirements.

- (a) Responsibility. All owners of land or their agents shall be responsible for the maintenance of all landscaping. This includes mowing and maintaining abutting rights-of-way, swales, lakes and canal banks.
- (b) Intent. Landscaping shall be maintained in a good condition so as to present a healthy, neat and orderly appearance at least equal to the original installation and shall be mowed or trimmed in a manner and at a frequency so as not to detract from the appearance of the general area, which shall include, but not be limited to, hat racking, defacing, or painting of trees, and the proper trimming and pruning techniques as outlined in the city's landscape manual.
- (c) Safety. Landscaping shall be maintained to minimize property damage and public safety hazards, including removal of living, dead or decaying plant material, removal of low hanging branches and those obstructing street lighting and maintenance of sight distance standards as set forth herein.
- (d) Natural habitats. Dead or declining plant material considered to be part of a natural habitat feature located on public property are exempt from these landscaped maintenance provisions except where maintenance is necessary to avoid damage to public property or to mitigate safety hazards.
- (e) Standards. Landscaping shall be maintained in accordance with the following standards. The city may require a landscape maintenance plan as a condition for approval of a landscape plan or tree removal permit, or in response to a finding of noncompliance/ nonconformance of existing landscaping. The contents of the landscape maintenance plan shall follow the requirements stated in the city landscape manual, including the following:
 - (1) Insects, disease, etc. Landscaping shall be kept shall be kept free of visible signs of insects and disease and appropriately irrigated and fertilized to enable landscaping to be in a healthy condition.
 - (2) Mulch. Three inches of clean, weed-free, approved organic mulch shall be maintained over all areas originally mulched at all times until landscaped area matures to 100 percent coverage. The use of heat-treated mulch obtained from Melaleuca, Eucalyptus, or other invasive plant species is encouraged in order to reduce their impact on the environment and to preserve the remaining native plant communities. For this reason, the use of Cypress mulch is strongly discouraged.
 - (3) Turf edge trimming. All roadways, curbs and sidewalks shall be edged to prevent encroachment from the adjacent turfed areas. Line trimmers shall not be used to trim turf abutting trees or other plant material.
 - (4) Irrigation systems:
 - a. Irrigation systems shall be maintained to eliminate water loss due to damaged, missing or improperly operating sprinkler heads, emitters, pipes.
 - b. Irrigation systems shall be designed, installed and maintained to minimize application of water to impervious areas and/or so as not to create a vehicular use hazard on rights-of-way, ingress/egress easements or other vehicular use areas.
 - c. Low-volume, drip, trickle and emitter irrigation is encouraged to promote good Florida Friendly principles where applicable.
 - d. A functioning rain sensor/shutoff device shall be required on all irrigation systems installed after 1991 as mandated by F.S. § 373.662.
 - e. In order to reduce the amount of water lost to evaporation, irrigation systems shall be operated between the hours of 5:00 p.m. and 8:00 a.m. only, or as amended by state, county, city and/or South Florida Water Management District regulations. It is furthermore

Words underlined are added. Words stricken through are deleted.

Agenda Item #13.2.1.

strongly recommended that irrigation systems operate primarily in the early morning hours after 4:00 a.m. to reduce the likelihood of any horticultural plant diseases developing. Operation of the irrigation system for maintenance, repair, sod installation for new construction and landscape maintenance activities (such as required application of water to apply fertilizer, herbicides and pesticides) is not limited to these hours.

- f. The duration that zones are operated should be adjusted to reflect the size of the zone as well as the needs of the plant material in the zone. Unnecessary and excessive watering can promote root rot and other plant diseases.
- g. Under drought conditions, compliance with the watering restrictions of the South Florida Water Management District is required.

(5) Pruning. Any necessary tree pruning must conform at a minimum to ANSI A-300 standards and as set forth in the city's landscape manual.

Secs. 34-452—34-470. - Reserved.

Words underlined are added. Words stricken through are deleted.

Agenda Item #13.2.1.

DIVISION 8. - Business Transitional Overlay District (BTO)

Secs. 34-615—34-627. Reserved.

Sec. 34-615. Purpose and intent

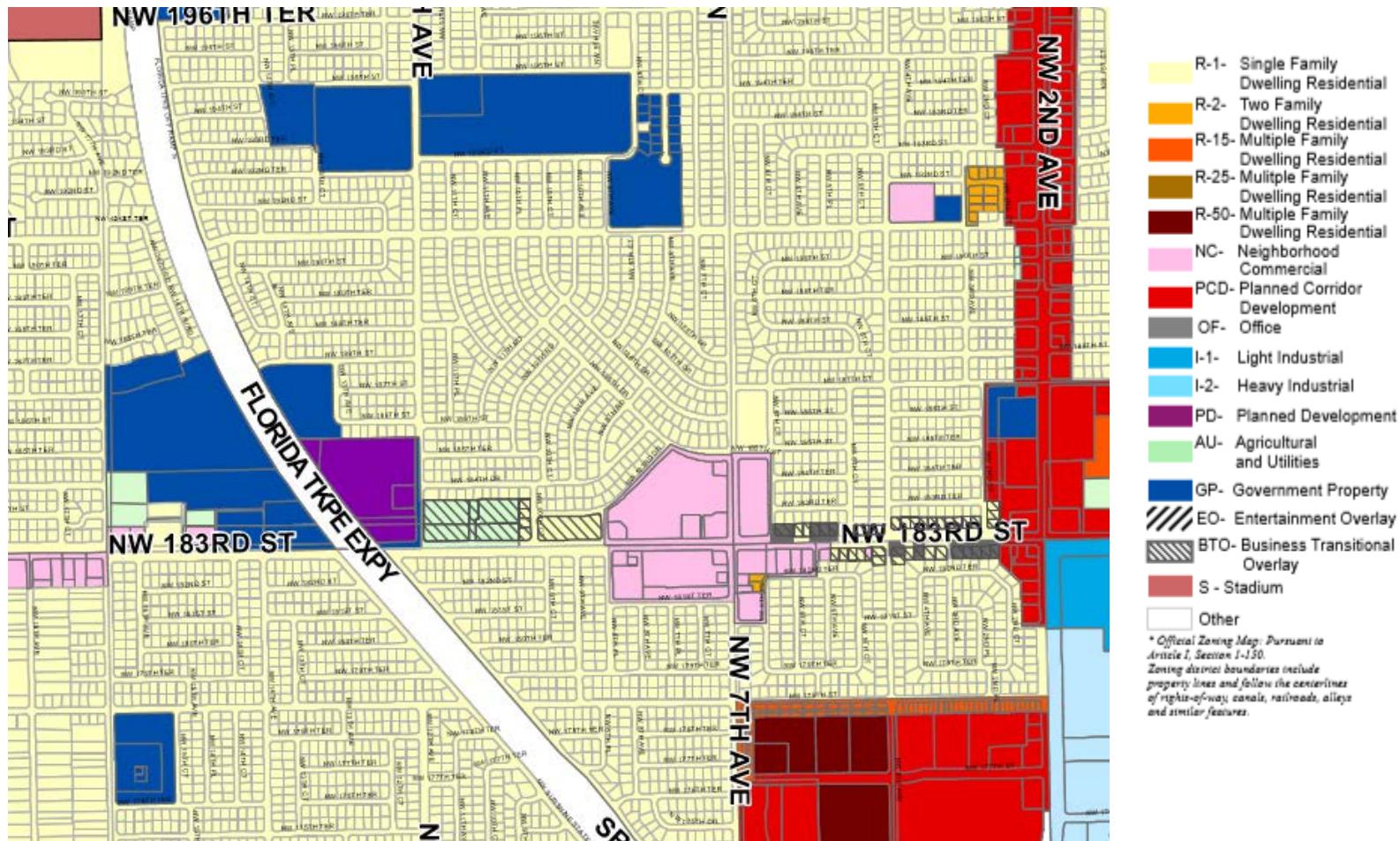
The Business Transitional Overlay (BTO) is intended to encourage redevelopment of underutilized properties and consolidation of developable parcels, thereby achieving more efficient land use and improved site design, while providing a smooth transition between residential and commercial properties.

Sec. 34-616. District conditions

1. Permitted uses, Accessory Uses. The BTO district is intended to accommodate small scale, low-intensity office, personal care and professional service uses pursuant to Article IX and X of this chapter except for the following uses:
 - a. Restaurant, Food And Beverage Service Type Uses shall be limited to cafes and sandwich shops
2. Development Standards for Non-residential uses. Non-residential uses shall comply with the following minimum lot standard requirements:
 - a. Minimum lot area: 10,000 square feet
 - b. Minimum lot frontage: 100 feet
 - c. Minimum front setback: 10 feet
 - d. Minimum rear setback: 25 feet
 - e. Minimum side street: 15 feet
 - f. Interior side abutting residential: 25 feet
 - g. Interior side from non-residential: 10 feet

Secs. 34-617—34-627. - Reserved.

EXHIBIT B



Agenda Item #13.2.1.

EXHIBIT C – PROPOSED AMENDMENTS (SECOND READING)

PROPOSED AMENDMENT 1

Sec. 34-287. - Use regulations, generally.

Zoning Districts/Uses	R-1	R-2	R-15 R-25 R-50	NC	BTO	PCD	EO	OF	I-1	I-2	PD	AU	GP
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Auction House—indoor*(33)	<input type="checkbox"/>												
Banquet hall *(33)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	<u>SE</u> <u>P</u>	SE	SE	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Funeral Homes*(33)	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Place of religious assembly*(33)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<u>P</u>	P	P	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Private clubs, not public*(33)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	P	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Theater (movie, performing arts) *(33)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	P	P	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PROPOSED AMENDMENT 2

Sec. 34-447. - Tree Preservation and Protection Permit.

- (a) *Applicability.* These tree preservation and protection regulations ("tree regulations") shall be a minimum standard for the protection, removal and relocation of trees and shall be enforced by the city.
- (b) *Tree impact permit required.*
 - (1) Tree impacts. A tree impact permit is required for the removal or relocation of any tree in the city not specifically exempted pursuant to 34-447 (4)-(5). It shall be unlawful for any person, unless otherwise permitted by the terms of these tree regulations to remove, harm, effectively destroy, remove greater than 25% of a tree's canopy within a 12-month period, impact the critical root zone of a specimen tree, or otherwise conduct canopy or root trimming work not in accordance with ANSI A-300 standards.

Agenda Item #13.2.1.

PROPOSED AMENDMENT 3

Sec. 34-446. - Fences, Walls and Perimeter Hedges; Sight Triangles;

(f) Materials.

- (1) ~~Permitted fence materials. Fences shall only be constructed of wood, PVC and aluminum (picket only). Solid aluminum fences are not permitted along property lines abutting the right of way.~~
- (2) Chain link prohibition in front yards. *Chain link fence prohibited in all districts front yards, side street yards.* Notwithstanding anything in the code to the contrary, chain link fences shall only be permitted behind the front building line. Chain link shall not be permitted along property lines abutting the right of way. It is provided, however, that the aforementioned restriction on chain link fences shall not apply in I-1, I-2, GP, or AU zoning districts with bona fide agricultural use. All chain link fences must be vinyl coated color green or black. Bare metal or galvanized chain link fences are prohibited.

PROPOSED AMENDMENT 4

Sec. 34-439. - In general.

- (b) *Applicability and compliance of nonconforming developments.* The landscaping and buffering requirements of this article shall apply to all development within the city. Existing developments that become nonconforming at the effective date of adoption of the Land Development Regulations shall be subject to compliance as follows:
 - (1) Existing development that becomes nonconforming as for the landscaping and buffering regulations ~~of this article~~ as of the effective date of the adoption of this article, ~~or updates to the landscape requirements in this article but which were in compliance with this article prior to the effective date of this amendment, shall maintain legally nonconforming status until July 1, 2020 with the exception of the following: shall be required to achieve conformity in conjunction with the next site plan approval for the property or in lieu of site plan approval at the time of issuance of any new building permit for the site which increases building square footage by 1,000 or more square feet or that increases parking by 10% or more, with the exception of the following:~~
 - a. ~~Existing developments that becoming nonconforming as to the landscaping and buffering regulations of this article as of the effective date of the adoption of this article that due to physical site limitations or other physical hardships cannot comply with the adopted regulations may be found to be in compliance, subject to obtaining certificate of legal conformity for landscaping and buffering requirements, as set forth in subsection 34-59(d).~~
 - b. Developments that have obtained a vested rights determination.
 - c. Developments that have obtained a certificate of legal conformity for landscaping as set forth in subsection 34-59(c), for the provision of the required landscape in compliance to this article, of which compliance to the best extent possible to all landscape and buffering areas required has been met in order to bring the property into conformance of this article.
 - d. Single-family residences, duplex residences, and townhouse residences that were built and obtained a certificate of occupancy prior to the effective date of adoption of the land development regulations.

MIAMI GARDENS POLICE DEPARTMENT



About this report

The Miami Gardens Police Department provides information concerning crimes in the City of Miami Gardens. Each page depicts actual crime information captured by the Records and Crime Analysis Units.

Glossary

Targeted Crimes:

The State of Florida uses these crimes for conformity in compiling statistics within the state and the nation. The statistics for these crimes are reported to the Florida Department of Law Enforcement for inclusion in the Federal Bureau of Investigations (FBI) Annual Report. Data from the monthly report may differ from the FBI's published report due to the fact that only certain classes of crime are extracted for publication and crimes reported after the reporting deadline are still captured by the Records Unit.

- **Criminal Homicide** – The willful (non-negligent) killing of one human being by another.
- **Aggravated Assault** – An unlawful attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury.
- **Larceny** – Deprive victim of such property permanently or temporarily without threat or violence or putting in fear, or by sudden snatch.
- **Robbery** – To take or attempt to take anything of value from the care, custody, or control of a person or persons by force or threat of force or violence and/or by putting victim in fear.
- **Burglary** – The unlawful or attempted entry of a structure to commit a felony or a theft.

GLOSSARY

Emergency Calls

P = Priority call and is identified by a verbal '3' at the beginning of the signal at dispatch

Code 3 emergency call: A situation or sudden occurrence which poses an actual threat of serious injury or loss of human life and demands swift police action. Code 3 calls are preceded by a tone indicator and the signal prefixed by a 3.

Example: Shooting victim, violent domestic with injuries, accident with injuries

P1 = Emergency call that is identified by a verbal '2' at the beginning of the signal at dispatch.

Code 2 emergency call: A situation which poses a potential threat of serious injury or loss of human life which may require swift police action. Code 2 calls are preceded by a tone indicator and the signal prefixed by a 2.

Example: Burglary in progress, violent domestic, assault with potential of injuries.

P2 = requires an immediate response but no imminent threat of serious injury or loss of human life involved. There is no tone indicator preceding this type of call.

Example: A just occurred burglary or any incident where the suspects may still be in immediate area.

P3+ = Considered a routine response for a call that is delayed or non-emergency in nature.

Example: Identity theft, loud music complaints, barking dog disturbance.



Monthly Statistical Comparison November 2019

Agenda Item #14.1

	October 2019	November 2019	%Change	November 2018	November 2019	%Change
Criminal Homicide	1	6	500%	4	6	50%
Forcible Rape	0	3	*N/C	1	3	200%
Robbery	27	12	-56%	21	12	-43%
Aggravated Assault	52	29	-44%	55	29	-47%
Burglary	31	32	3%	30	32	7%
Theft from Motor Vehicle	92	60	-35%	131	60	-54%
Larceny (All Other)	170	148	-13%	159	148	-7%
Motor Vehicle Theft	45	38	-16%	47	38	-19%
Total	418	328	-22%	448	328	-27%

Year to Date	2018	2019	% Change
Criminal Homicide	22	26	18%
Forcible Rape	14	14	0%
Robbery	204	226	11%
Aggravated Assault	511	512	0%
Burglary	424	338	-20%
Theft from Motor Vehicle	1231	1220	-1%
Larceny (All Other)	2022	1992	-1%
Motor Vehicle Theft	428	456	7%
Total	4856	4784	-1%

This report reflects incidents that are currently in the records management and the GEO verification systems at the time this report was generated. Data shown is subject to change as pending reports are entered into records. *Non-calculable



Monthly Statistical Comparison November 2019

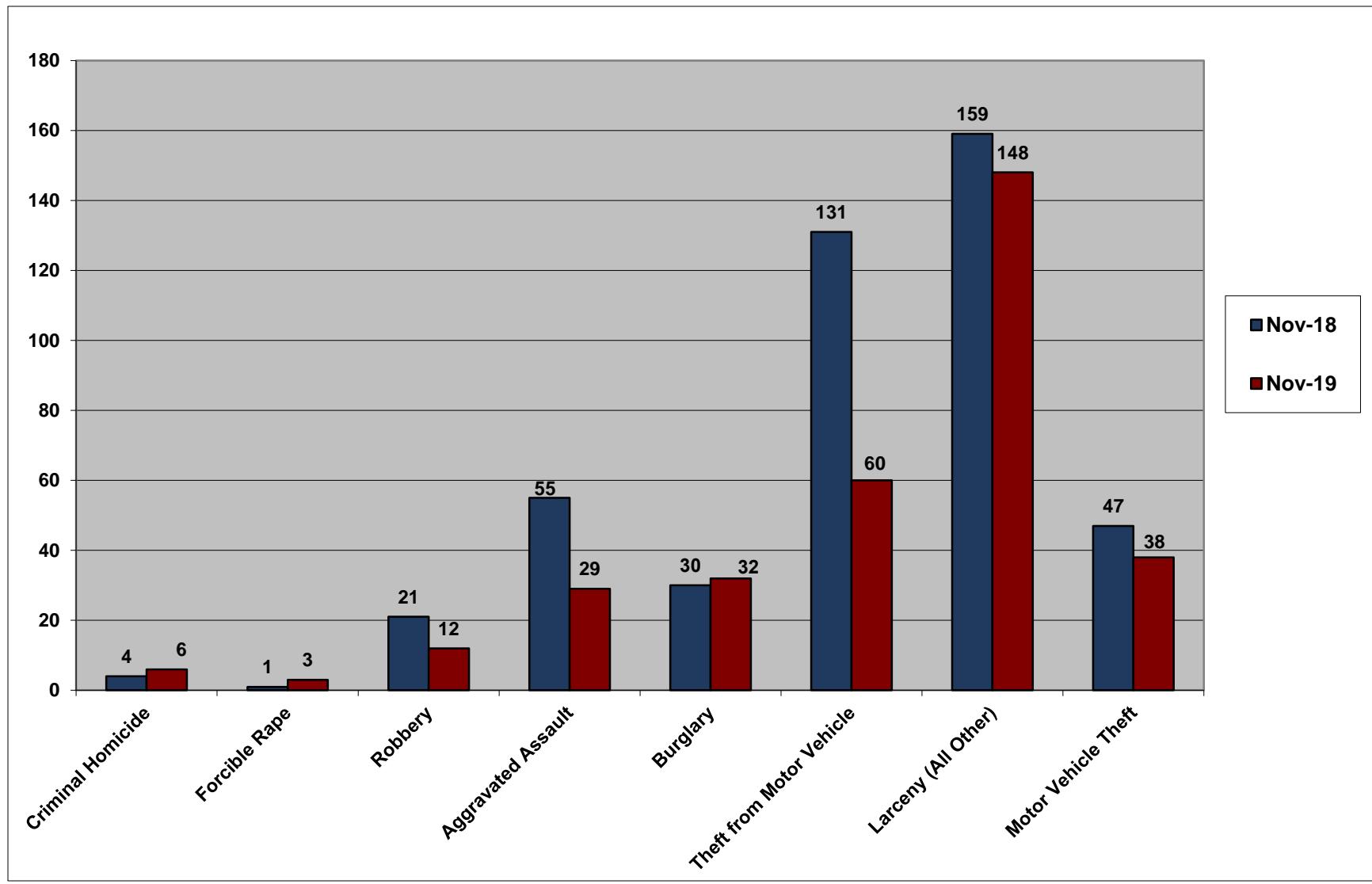
<u>ARREST</u>	<u>October</u>	<u>November</u>	<u>Diff</u>	<u>%Change</u>
Criminal Homicide	5	1	-4	-80%
Forcible Sex Battery	1	1	0	0%
Robbery	10	3	-7	-70%
Aggravated Assault	8	12	4	50%
Burglary	3	3	0	0%
Larceny	31	12	-19	-61%
Motor Vehicle Theft	0	1	1	N/C*
Total	58	33	-25	-43%

*Percentage change is non-calculable

PART ONE CRIMES

November 2018 / November 2019

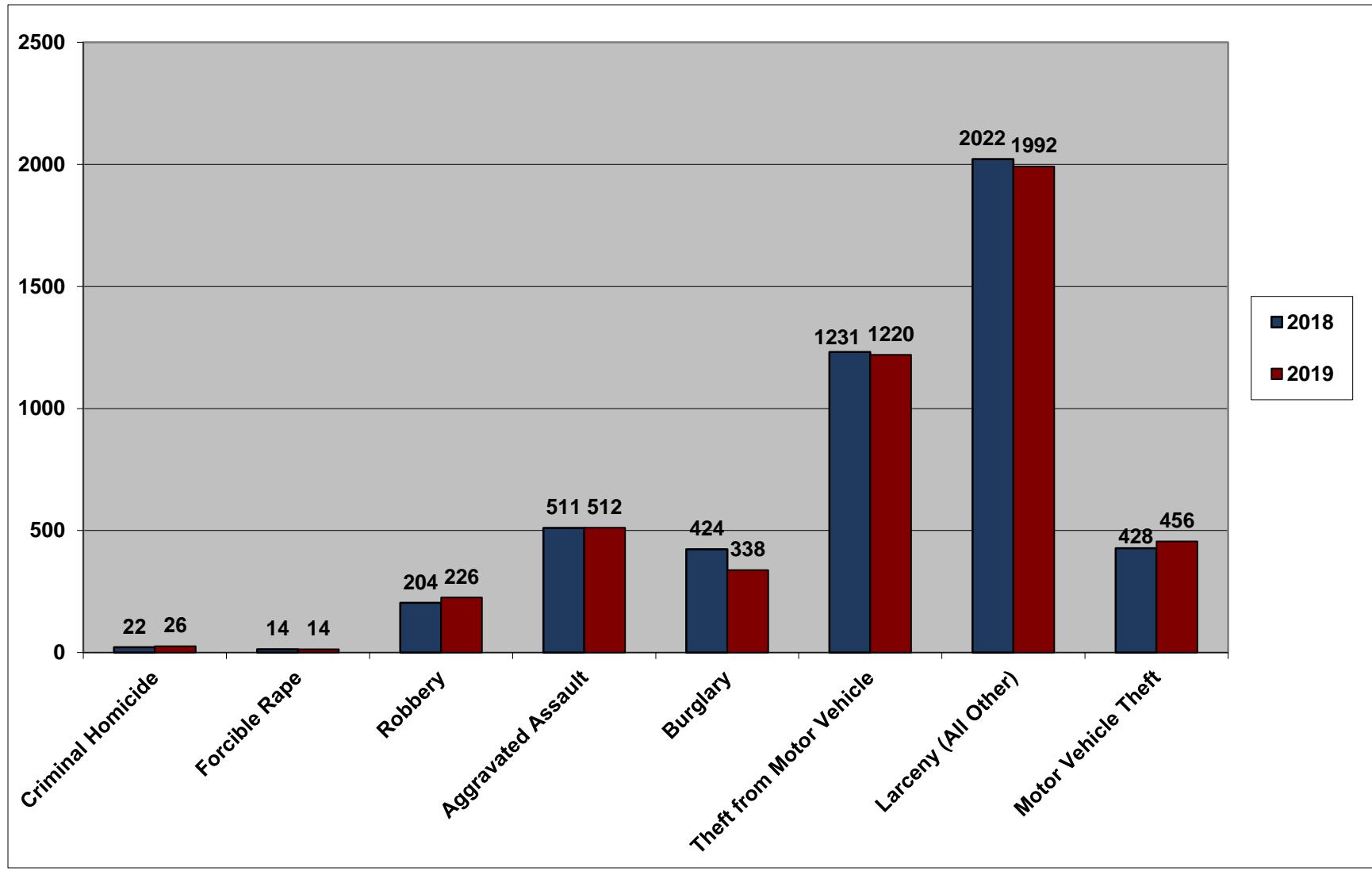
Agenda Item #14.1



PART ONE CRIMES

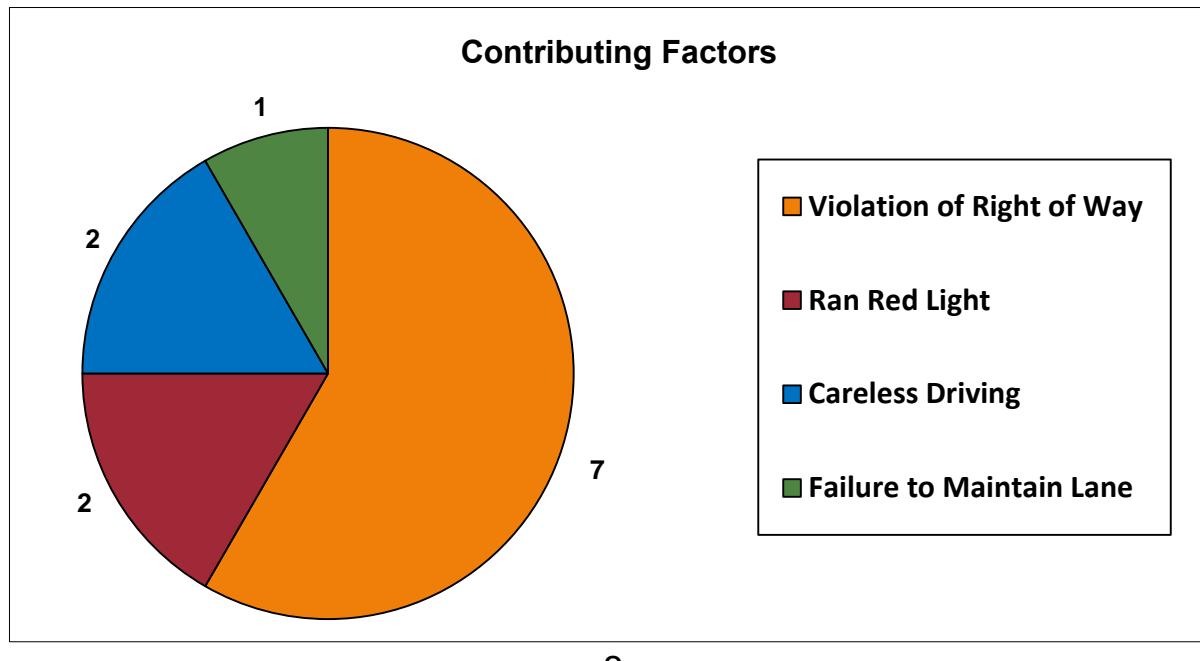
Year to Date Comparison

2018 / 2019



TOP FIVE ACCIDENT LOCATIONS – NOVEMBER 201

- **NW 167th ST, NW 17th AVE – 3**
- **NW 167th ST, NW 37th AVE – 3**
- **NW 167th ST, NW 47th AVE – 2**
- **NW 183rd ST, NW 7th AVE – 2**
- **NW 183rd ST, NW 27th AVE – 2**



TOP FIVE ACCIDENT LOCATIONSNovember 01 through November 30, 2019**NW 167th Street/ NW 17th Avenue**

<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
88993059	2019020200	11/4/2019 17:05	Violation of right of way
88993069	2019020242	11/5/2019 8:27	Violation of right of way
88993178	2019020796	11/15/2019 7:36	Violation of right of way

NW 167th Street/ NW 37th Avenue

<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
88993015	2019020002	11/1/2019 0:12	Ran red light
88993101	2019020401	11/7/2019 16:22	Violation of right of way
88993159	2019020725	11/13/2019 18:13	Violation of right of way

NW 167th Street/ NW 47th Avenue

<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
88993072	2019020254	11/5/2019 11:44	Failure to maintain lane
88993200	2019020917	11/17/2019 0:07	Violation of right of way

NW 183rd Street/ NW 7th Avenue

<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
88993177	2019020787	11/14/2019 23:47	Violation of right of way
88993229	2019021064	11/19/2019 15:19	Ran red light

NW 183rd Street/ NW 27th Avenue

<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
88993114	2019020479	11/9/2019 3:54	Careless driving
88993277	2019021287	11/23/2019 4:23	Careless driving

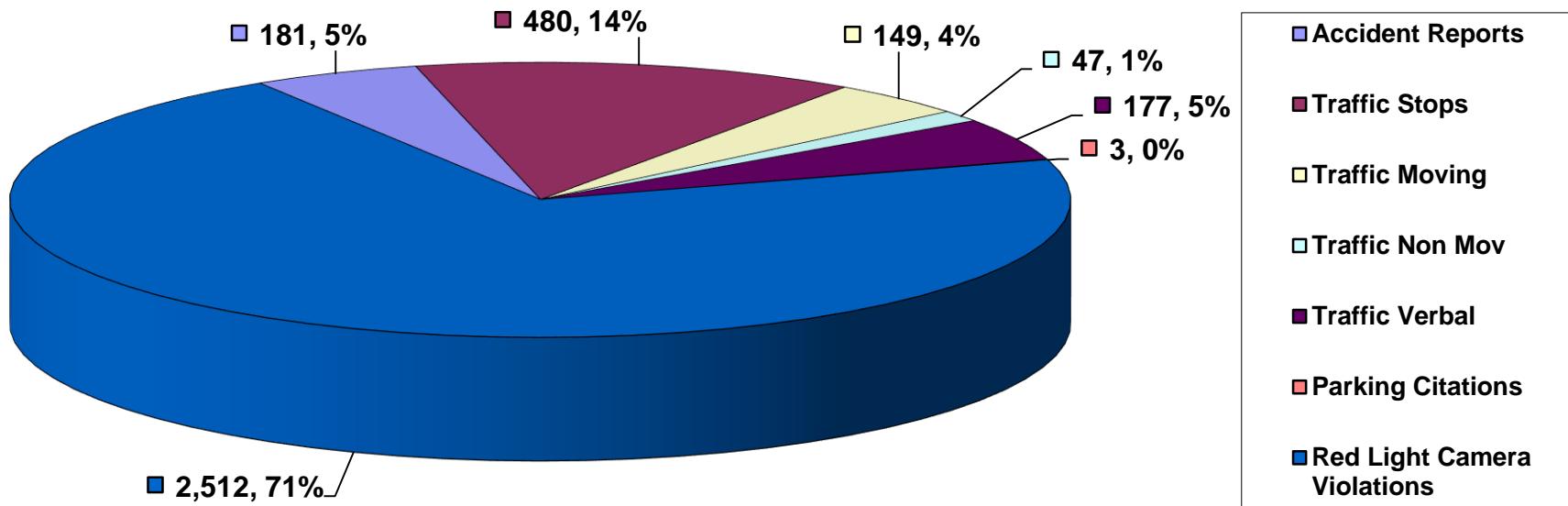
TRAFFIC ENFORCEMENT SUMMARY

2019

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YEAR DATE
Accident Reports	266	274	363	200	336	166	281	269	309	325	181		2,970
Traffic Stops	1126	752	576	514	717	521	636	472	400	325	480		6,519
Traffic Moving	307	389	265	220	275	216	268	145	178	188	149		2,600
Traffic Non Moving	212	167	166	190	227	62	112	40	86	74	47		1,383
Traffic Verbal	371	214	204	173	237	176	212	190	147	133	177		2,234
Parking Citations	9	10	25	10	12	5	7	3	4	1	3		89
Red Light Camera Violations	11,313	11,434	13,075	12,446	11,826	9,617	9,425	12,294	10,879	10,136	2,512		114,957

TRAFFIC ENFORCEMENT ACTIVITY

November 2019





SPECIAL INVESTIGATIONS SECTION

STREET CRIMES AND CAREER CRIMINAL UNITS November 2019

Agenda Item #14.1

**These proactive units effected 35 arrests:
20 Felony, 9 Misdemeanor, and 6 Traffic Arrests**

- **Proactive Patrol**
13 Field Contacts
12 Traffic Citations
- **Executed**
2 Search Warrants
- **Seized**
160 Grams of Marijuana
59 Grams of Cocaine
7 Firearms
- **U.S. Marshal Services**
8 Apprehension/Warrants related to CMG
17 Total Apprehension/Warrants

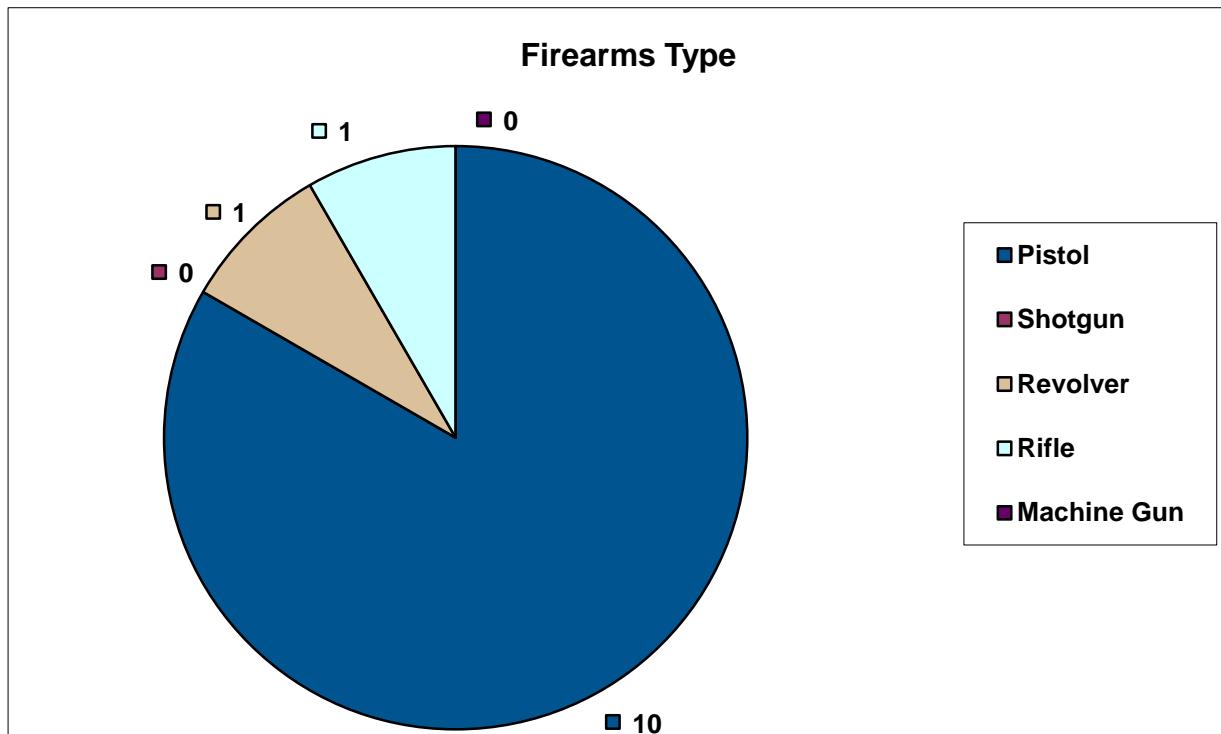
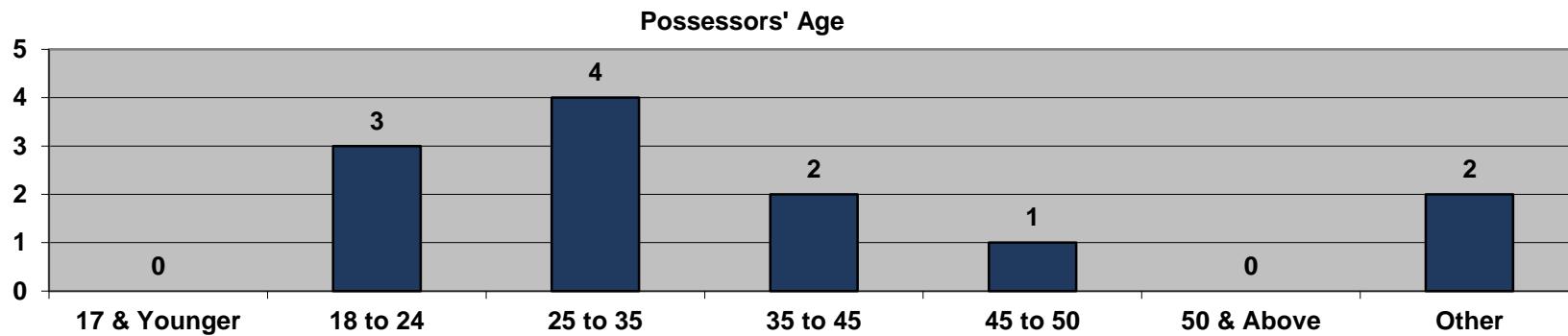




CUSTODIAL FIREARMS

11/1/2019 to 11/30/2019

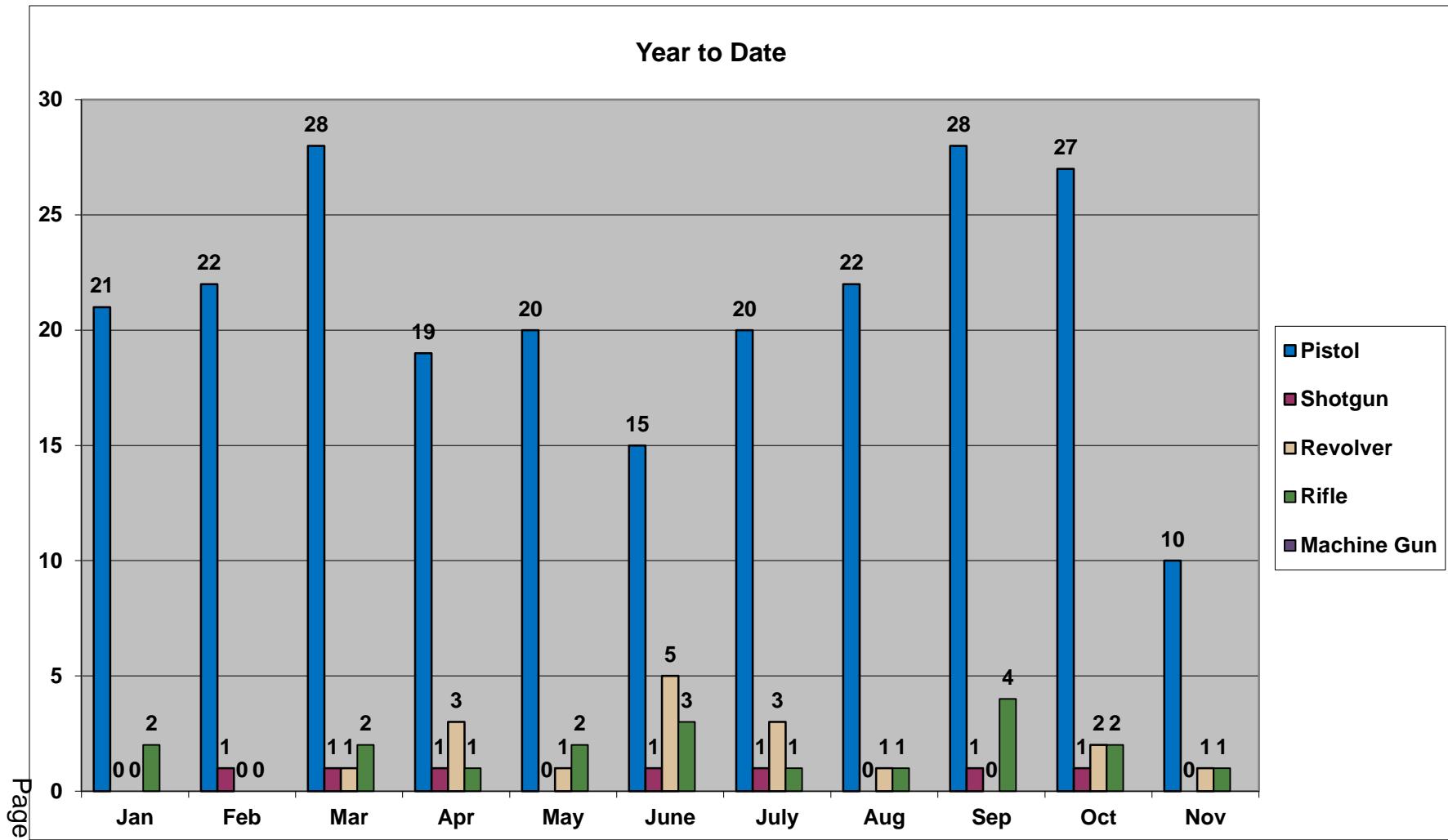
Agenda Item #14.1





CUSTODIAL FIREARMS

Agenda Item #14.1



TRAINING ANALYSIS

2018 TRAINING ACTIVITY

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD TOTAL
CLASSES ATTENDED	14	18	16	18	14	12	12	19	17	23	13	10	186
HOURS TAUGHT	392	531	500	496	325	270	236	379	362	519	632	440	5082
PARTICIPANTS	26	28	22	31	26	24	28	125	30	62	23	13	438

2019 TRAINING ACTIVITY

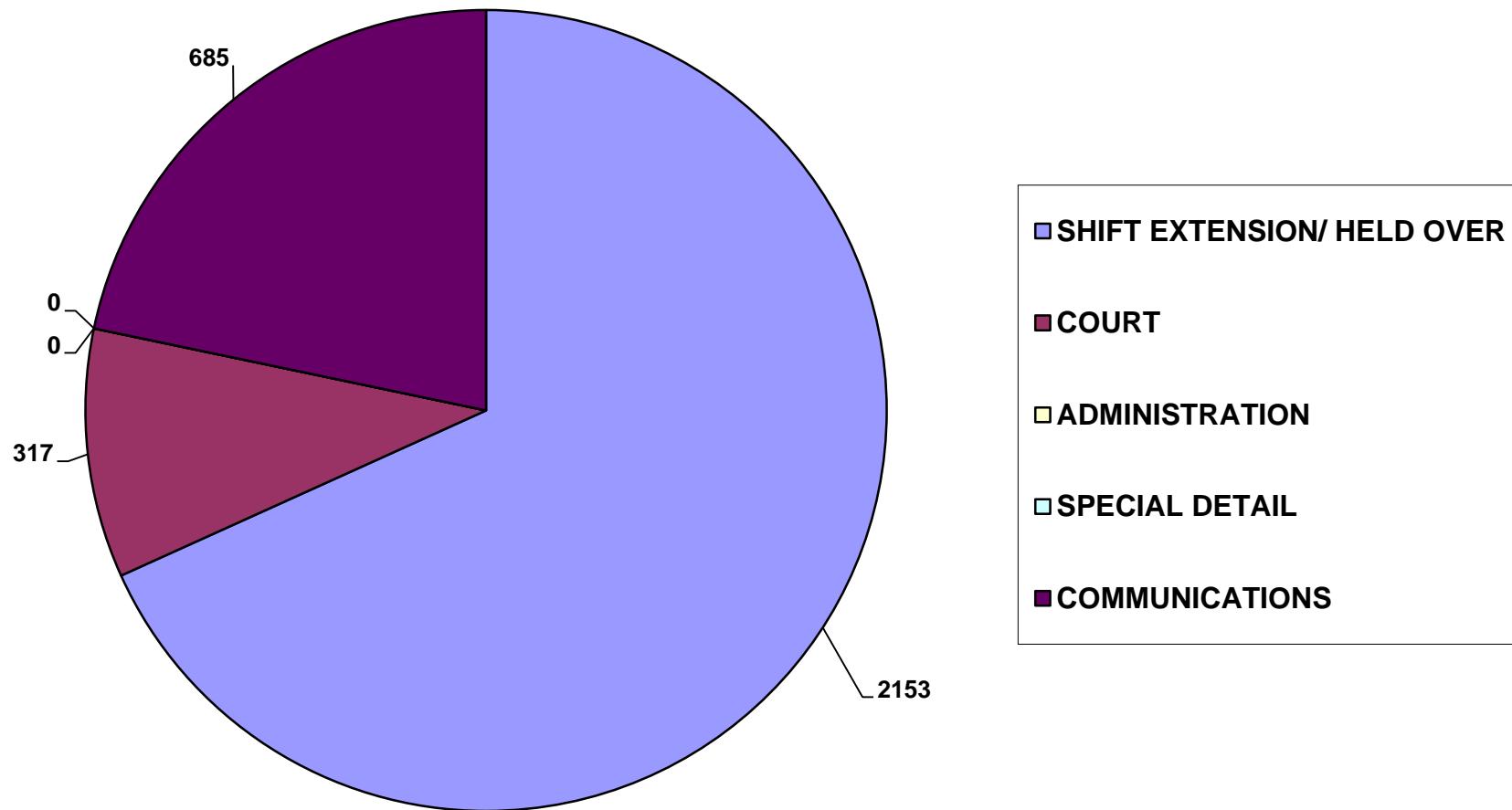
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD TOTAL
CLASSES ATTENDED	5	17	11	16	18	12	15	20	18	28	14		174
HOURS TAUGHT	172	1386	536	752	1016	800	392	700	632	1376	828		8590
PARTICIPANTS	8	40	18	30	34	23	21	29	24	65	34		326

NOVEMBER 2019 –OVERTIME SUMMARY

<u>CATEGORY</u>	<u>HOURS</u>
SHIFT EXTENSION/ HELD OVER	2153
COURT	317
ADMINISTRATION	0
SPECIAL DETAIL	0
COMMUNICATIONS	685
TOTAL	3155

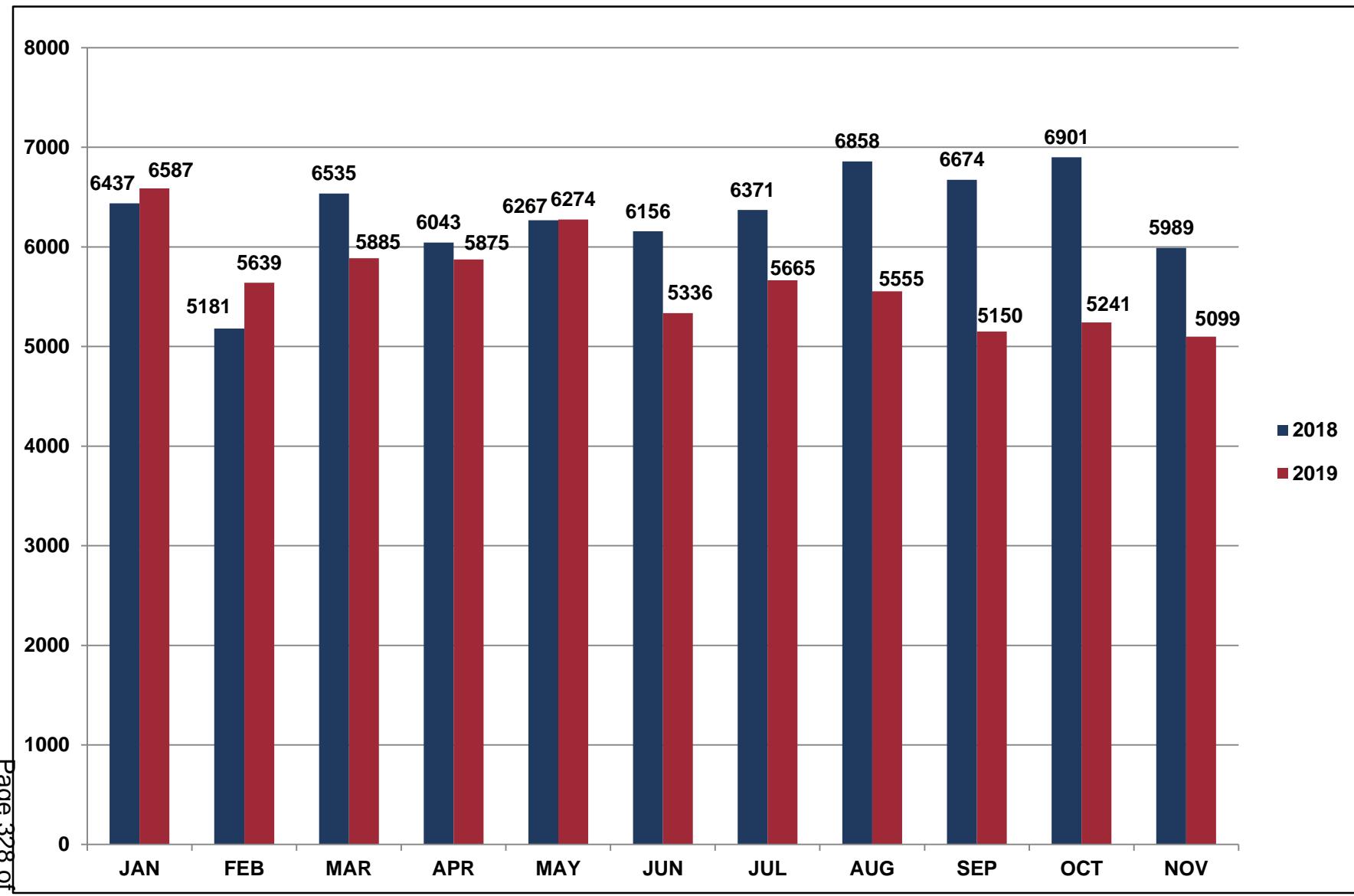
NOVEMBER 2019 – OVERTIME SUMMARY

Agenda Item #14.1



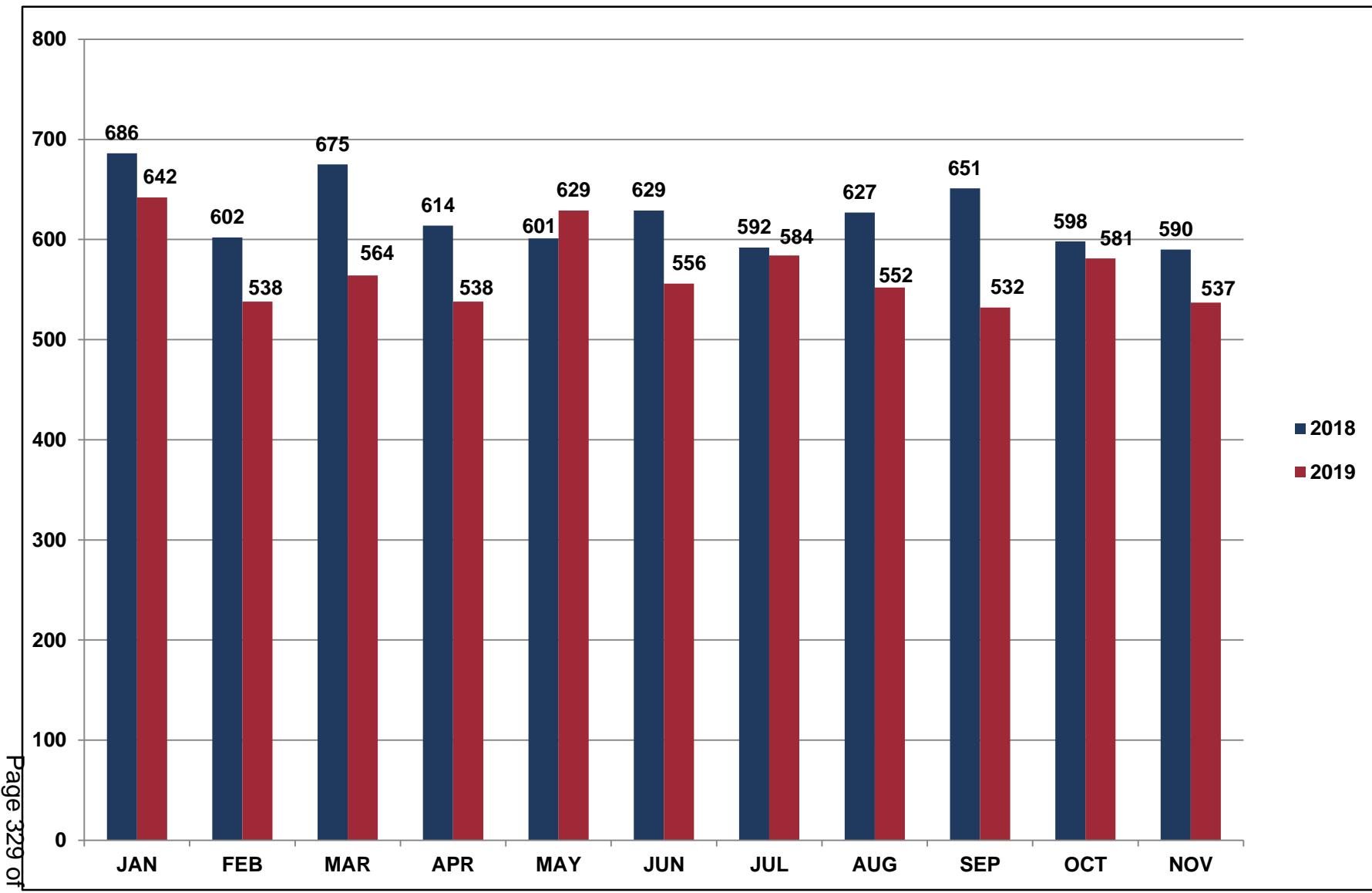
ROUTINE CALLS FOR SERVICE

2018 / 2019



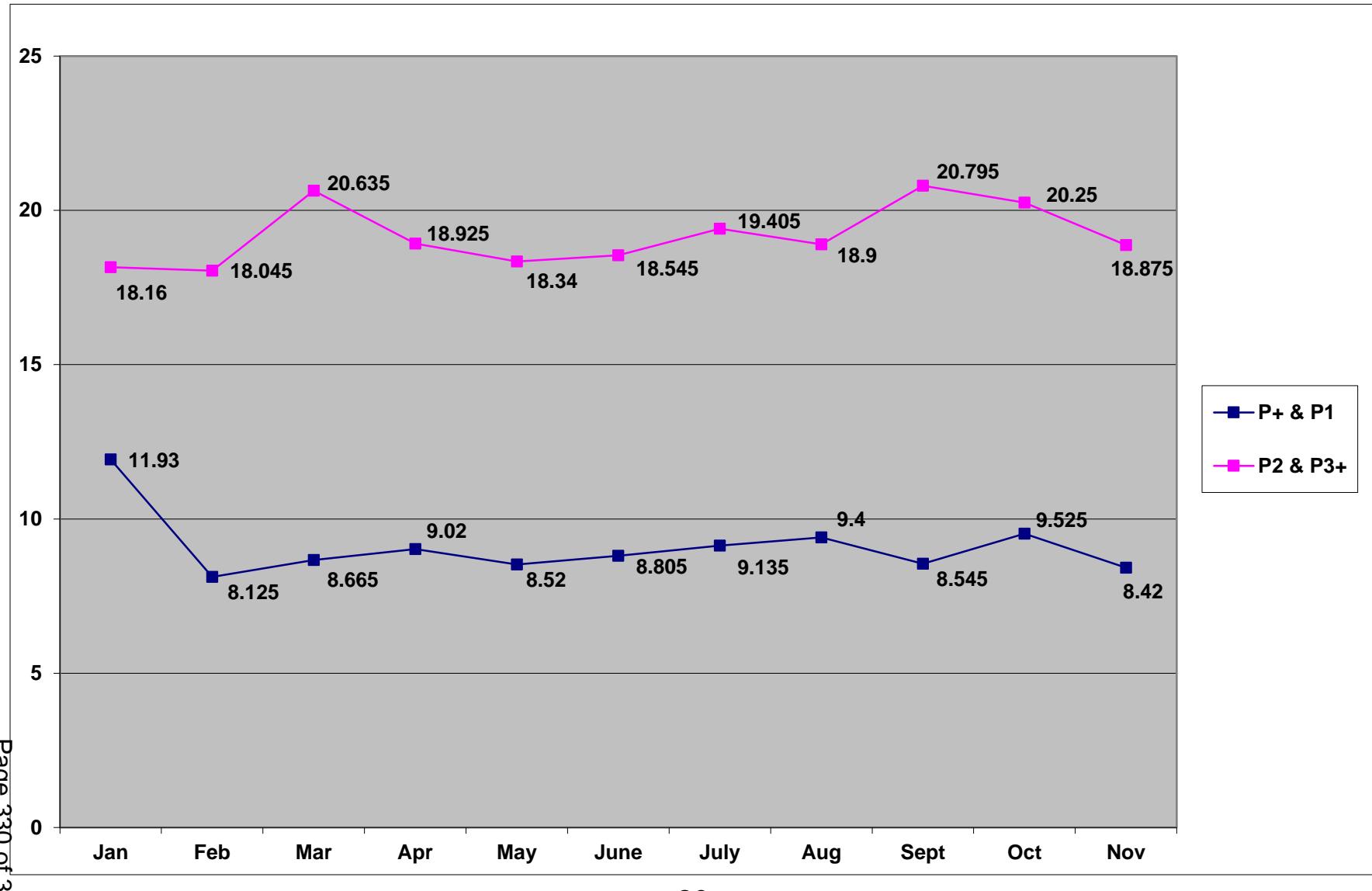
EMERGENCY & PRIORITY CALLS FOR SERVICE

2018 / 2019



RESPONSE TIMES FOR CALLS FOR SERVICE

2019



MIAMI GARDENS POLICE DEPARTMENT

