



City of Woodland
Meeting Agenda
City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

April 19, 2022
6:00 PM

CITY COUNCIL
CLOSED SESSION
5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation (Sec. 54956.9)
Name of Case: Sierra Northern Railway v. California Department of Water Resources, et al., (Yolo County Superior Court Case No. CV2022-0479)

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING
6:00 PM

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed for public hearing on this agenda. Speakers are requested to use the microphone in front of the Council and to begin by stating their name, whether they reside in Woodland and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and time available for the rest of the agenda. In the event comments are related to an item scheduled on the agenda, speakers may be required to wait to make their comments until that item is considered.

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

This is an opportunity for the Council Members and Staff to make comments and announcements, to express concerns, or to request Council's consideration of any items a Council Member would like to have discussed at a future Council meeting.

2. SUBJECT: Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

H. PRESENTATIONS

3. SUBJECT: Animal Services Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update from Yolo County staff on the Animal Services contract and progress with the Animal Services Planning JPA.

I. CONSENT CALENDAR

4. SUBJECT: BIG Day of Giving - May 5, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council support and recognize May 5, 2022 as BIG Day of Giving.

5. SUBJECT: Community Services Department Quarterly Status Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the period of January through March 2022.

6. SUBJECT: Salary Schedule Effective April 1, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the City of Woodland Salary Schedule effective April 1, 2022.

7. SUBJECT: Second Reading and Adoption of Safe Firearms Storage Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. 1684, An Ordinance of the City Council of the City of Woodland, adding California Chapter 9.64, "Safe Firearm Storage," to Title 9 of the Woodland Municipal Code.

8. SUBJECT: Resolution to Oppose Ballot Measure Restricting Voters' Input and Local Taxing Authority

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, opposing a possible November 2022 ballot measure that would restrict voter input and severely limit local taxing authority.

9. SUBJECT: Annual Transportation Development Act Claims with the Sacramento Area Council of Governments

RECOMMENATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the filing of the annual Transportation Development Act Claims with the Sacramento Area Council of Governments.

10. SUBJECT: 5-Year Agreement with Axon Enterprise, Inc. for Products and Services Related to Body-Worn Cameras, In-Car Cameras and Tasers for the Police Department in the Amount of \$1,340,519

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____,

1. Affirming the City Manager's determination that the City's public bidding requirement could be dispensed with for the 5-year agreement with Axon

Enterprise, Inc., for products and services related to body-worn cameras, in-car cameras and Tasers for the Police Department in the amount of \$1,340,519; and

2. Authorizing the City Manager to sign the agreement; and
3. Authorizing the City Manager to allocate \$1,120,148 in American Rescue Plan Act funds previously approved for Public Safety Infrastructure.

11. SUBJECT: 2021-22 Legacy Disposal Site Abatement Grant Appropriation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the appropriation of \$202,280 of grant funds to the State Grants Fund (325) to implement the terms of the Legacy Disposal Site Abatement Grant at the former Woodland Landfill and the Woodland Regional Park Preserve.

12. SUBJECT: Contract Amendment #6 with Interwest Consulting Group - Plan Review and Building Inspection Services and Additional Budget Appropriation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, (1) authorizing the City Manager to execute Amendment #6 to the consultant services agreement with Interwest Consulting Group for an additional amount up to \$50,000 for a total agreement amount of \$1,025,000 and (2) authorize the appropriation of an additional \$25,000 of General Fund (101) to the Building Division Program Budget.

13. SUBJECT: Appropriation of Grant Funds Awarded through State Homekey Program for East Beamer Way Permanent Supportive Housing Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving an appropriation of \$15,170,467 to the Homekey Grant Fund (333) for the Homekey Program grant awarded to the City to support the East Beamer Way Permanent Supportive Housing Project, approving disbursements of up to \$15,110,467 to Homekey grant co-applicant Friends of the Mission for the Permanent Supportive Housing Project, and authorizing the City Manager to execute all agreements necessary with Friends of the Mission to disburse up to \$15,110,467 in Homekey grant funds to Friends of the Mission for the Permanent Supportive Housing Project.

14. SUBJECT: Drainage Basin Agreement in the Northeast Industrial Area

RECOMMENDATION FOR ACTION: Staff recommends City Council adopt resolution No. _____, approving the Drainage Basin Agreement with the Kamilos Companies.

J. PUBLIC HEARINGS

15. SUBJECT: Military Equipment Use Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

1. Hold a public hearing and receive public input on the Military Equipment Use Ordinance and the Woodland Police Department Military Equipment Use Policy; and

2. Introduce and conduct the first reading of Ordinance No. _____, an Ordinance of the City Council of the City of Woodland Adopting a Military Equipment Use Policy Pursuant to Assembly Bill 481.

K. REPORTS OF THE CITY MANAGER

16. SUBJECT: Authorize City Manager to Execute a Contract for Professional Architectural & Engineering Design Services with LPA, Inc. for the Southeast Area Aquatic Center Project, CIP #19-18

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, 1) Appropriating \$1,500,000 of Measure J funds to the Southeast Area Aquatic Center Project, CIP #19-18 in FY 2022; 2) Authorizing the City Manager to execute a Consultant Agreement with LPA, Inc. in an amount not to exceed \$1,050,000 and approve a contract contingency for 10% (\$105,000) for the design of the Southeast Area Aquatic Center Project, CIP #19-18.

17. SUBJECT: Resolution of Intention to Establish Woodland Tourism Business Improvement District

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, declaring its intention to establish a business improvement area in the City of Woodland to be designated as the Woodland Tourism Business Improvement District ("WTBID") under the Parking and Business Improvement Area Law of 1989 and setting a time and place of a hearing to consider the establishment of such area.

L. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, April 19, 2022 was posted on Thursday, April 14, 2022 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.


Ana B. Gonzalez
City Clerk

Upon request, agendas and documents in the agenda packet will be made available in appropriate alternative formats to persons with a disability, as required by law. Any such requests must be made in writing to the Office of the City Clerk of the City of Woodland. Requests will be valid for the calendar year in which the request is received, and must be renewed prior to January 1st.

Persons needing disability-related modifications or accommodations in order to participate in public meetings, including persons requiring auxiliary aids or services, may request such modifications or accommodations by calling the Office of the City Clerk (530-661-5806) at least 48 hours prior to the meeting.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 19, 2022
ITEM #: G.2
SUBJECT: Long Range Calendar

Recommendation for Action: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

Staff Contact:

Ana B. Gonzalez, City Clerk, (530) 661-5806, ana.gonzalez@cityofwoodland.org

Background:

This calendar is being provided for planning purposes only and is intended to keep the Council apprised of upcoming agenda items and plan for upcoming Council items.

A handwritten signature in black ink, appearing to read "Ken Hiatt", is written over the printed name and title.

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

MAY 3RD

CANCELLED

REGULAR MEETING

CAP TO CAP – APRIL 30TH – MAY 4TH

MAY 10TH

SPECIAL MEETING

City Council Meeting Minutes for April 5, 2022 and April 19, 2022

Mosquito Vector Control Annual Update

Measure E / F & J / R Spending Plans

Implement Stage 2 of Water Shortage Contingency Plan and water supply update

2022 Spring Lake Parks Project, CIP 20-03; Approve Plans and Specifications and Authorize Bidding

Intent to Levy Lighting & Landscaping Assessments

Update on City Logo Process

Council Compensation

1st Reading - Amend Municipal Code to Abolish Board of Building Appeals

MAY 17TH

REGULAR MEETING

2nd Reading - Military Equipment Use Policy

1st Reading - Amendment to Chapter 17.110 of City's Zoning Ordinance related to Commercial Cannabis Retail

Use in the City of Woodland and Amendment to Chapter 5.28 of Municipal Code related to Cannabis

Business Permits

Woodland Research Technology Park – EIR Specific Plan Adoption

Outdoor Dining Parklet - Temporary Ordinance

City of Woodland Diversity, Equity, and Inclusion Analysis

Future Topics / Study Sessions:

Waste Management Residential Smart Truck (TBD)

Rule 20A Undergrounding District (TBD)

Comprehensive Zoning Update (Summer/Fall 2022)



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 19, 2022
ITEM #: H.3
SUBJECT: Animal Services Presentation

Recommendation for Action: Staff recommends that the City Council receive an update from Yolo County staff on the Animal Services contract and progress with the Animal Services Planning JPA.

Staff Contact:

Kim McKinney, Director of Administrative Services, (530) 661-5849, kim.mckinney@cityofwoodland.org

Background:

The County of Yolo, through the Sheriff's Department/Animal Control Division and under an agreement with the City of Woodland, provides animal control services to the Woodland community. The cost of providing these services is allocated between the County and the cities within the County based upon an agreed-upon methodology that includes allocation of fixed annual costs, as well as a proportional share of "variable" costs, based on the number of service calls received from each jurisdiction and the number of animals housed at the shelter. These costs are included in an annual contract between the County and the City.

The County and representatives from the participating jurisdictions have established a planning group to develop a strategic plan for the provision of animal services within Yolo County. The goal of establishing the working group was to provide an increased role for participating agencies in policy decisions that impact operating costs of the existing program, as well as to explore options for construction of a new animal shelter facility, and potentially form a joint powers authority.

Discussion:

The City Council first received the fiscal year 2021/22 contract for consideration at the September 21, 2021 meeting. Given the steadily increasing costs, the disparity of total costs between the participating agencies, and the lack of available data and reports to help address the concerns, Council asked staff to return at a later date with additional information from the County. Staff returned to Council on December 7, 2021 with an updated contract that included a requirement for Yolo County to provide additional data to the City, but with the same overall costs for service.

Yolo County and Animal Services staff have been working with the City to provide data and reports that were previously not shared with the various contributing agencies. The open communication has been productive and the concerns expressed by the City are beginning to be addressed. Of particular concern is a better understanding of the budget process used by the Animal Services division, use of reserve balances, allocation of costs among participating agencies, and discussion surrounding strategies for the City to better manage the fiscal impact of the annual contract.

In a continued effort to address the concerns of the City, Yolo County staff will be presenting an update on progress of the Yolo Animal Services Planning Agency JPA, a review of the annual costs of providing animal services and comparison to other jurisdictions, overall level of animal intake and calls for service, cost allocation among participating agencies and an update on the next steps.

Conclusion:

Staff recommends that the City Council receive an update from Yolo County staff on the Animal Services contract and progress with the Animal Services Planning JPA.

Prepared by: Kim McKinney, Director of Administrative Services

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Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 19, 2022
ITEM #: I.4
SUBJECT: BIG Day of Giving - May 5, 2022

Recommendation for Action: Staff recommends that the City Council support and recognize May 5, 2022 as BIG Day of Giving.

Staff Contact:

Ana B. Gonzalez, City Clerk, (530) 661-5806, ana.gonzalez@cityofwoodland.org

Background:

The Sacramento Region Community Foundation, is gearing up for Big Day of Giving on May 5—and they are looking forward to coming together for another community-filled, generosity-driven 24-hours.

Big Day of Giving is the one day each year when we rally behind the Sacramento region's entire nonprofit sector. This movement is about rallying people to take action and do something good for ourselves, our loved ones, our neighbors—our community! And after these past two years, that positive energy is sorely needed.

Since 2013, Big Day of Giving has generated \$65 million for local nonprofits. Last year alone, generous donors raised \$13.3 million for area organizations. Big Day of Giving has become a game changer for philanthropy in our region. Each year, the program strengthens our nonprofit sector through training and collaborative opportunities and—importantly—it brings new people to charitable giving, connecting good people and good causes to enrich civic life for all.

This year, for the first time, almost 700 organizations of all sizes and missions are participating throughout the Sacramento region, so it promises to be the “biggest” Big Day of Giving yet.

Please join the Sacramento Region Community Foundation in sharing this important day and spread the word about the good work nonprofits are doing in our region.

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Ken Hiatt
City Manager

Attachments:

1. Big Day of Giving Proclamation 2022

CITY OF WOODLAND

BIG DAY OF GIVING PROCLAMATION

WHEREAS, the Sacramento Region Community Foundation, a trusted resource for contributing to local and regional organizations, will host the tenth annual giving day on May 5, 2022, in partnership with the Yolo Community Foundation, local and regional businesses and community leaders throughout a Four-County Sacramento region to encourage charitable giving; and

WHEREAS, since 2013 Big Day of Giving has generated over \$65 million that local nonprofits have used to improve the quality of life of our region; and

WHEREAS, this year over 700 nonprofits will participate in Big Day of Giving, over 100 of which are located in Yolo County and 34 Woodland-based nonprofits serving its residents; and

WHEREAS, Big Day of Giving is an opportunity for Woodland residents to show their community pride through supporting the good work of our local nonprofits; and

WHEREAS, philanthropic investment helps hardworking nonprofits make an impact on the causes that affect us all and provides donors with a sense of ownership and pride in their community.

NOW, THEREFORE, BE IT RESOLVED, that the Woodland City Council hereby proclaims **May 5, 2022**, as **Big Day of Giving** and encourage all citizens to support the work of local nonprofit organizations who help the Woodland community thrive.

DATED: April 19, 2022

Mayra Vega, Mayor

Vicky Fernandez, Mayor Pro Tempore

Tania Garcia-Cadena, Council Member

Rich Lansburgh, Council Member

Tom Stallard, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 19, 2022
ITEM #: I.5
SUBJECT: Community Services Department Quarterly Status Report

Recommendation for Action: Staff recommends that the City Council receive the Community Services Departmental Quarterly Status Report for the period from January through March 2022.

Staff Contact:

Kris Bain, Community Services Program Manager, (530) 661-2002, krista.bain@cityofwoodland.org

Discussion:

This Quarterly Status Report covers the period from January through March 2022. The report presents a summary of recreation programming, events, affordable housing, the community development block entitlement program, and parks and recreation facilities operations and maintenance. This report also contains a narrative descriptive of major work performed and/or notable Department highlights.

Conclusion:

Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the period from January through March 2022.

Prepared by: Kris Bain, Community Services Program Manager

Reviewed by: Christine Engel, Community Services Director

A handwritten signature in black ink, appearing to read "Ken Hiatt".

Ken Hiatt
City Manager

Attachments:

1. CSD FY22 Q3 Report

Community Services Department Third Quarter Report FY 22

The following provides a summary of the Community Service Department's programs, activities, and events for January through March 2022. This report refers to participant hours; the methodology for calculating participant hours is described at the end of the document.

QUARTERLY HIGHLIGHTS

- Over 700 people participated in activities and events such as the Polar Bear Plunge, Martin Luther King Jr. Celebration, Woodland Writes, Shamrock Hunt, and the César Chávez Celebration.
- Approximately 24,675 participant hours were recorded for aquatics; youth, teen, and adult recreation activities and classes.
- With funding provided by Measure J, over \$26,000 in player fees were waived for local user groups for use at city fields for the Spring 2022 season.
- Two new playgrounds were installed at Traynham and Everman Parks with funding from the State Parks & Water Bond Act Per Capita Grant Program.

ADMINISTRATIVE PROJECTS

Youth Scholarships for Summer Programs

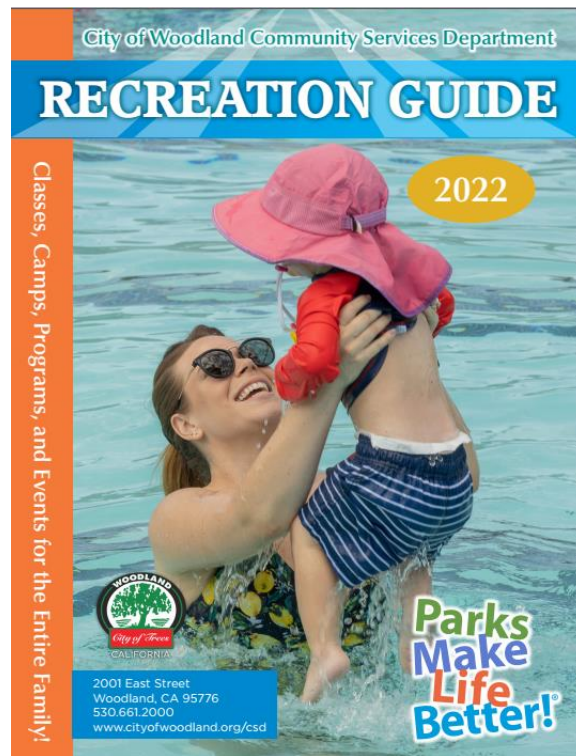
"Camperships" are scholarships resulting in a fee reduction for the program and are sponsored by Measure J as well as through a donation from Woodland Kiwanis (for swimming lessons). During this quarter camperships became available for income-qualified Woodland resident participants of Swim Lessons, Summertime Fun Club, Summer Teen Pack, Woodland Wreckers, and Lifeguard Training. Over \$33,000 were earmarked for campership distribution for Summer 2022 programs. The allocations by program are as follows: Summertime Fun Club \$20,050, Summer Teen Pack \$7,000, Swim Lessons \$4,000, and a combined \$2,550 for Wreckers and Lifeguard Training. Woodland residents must complete a campership application (online or paper) and meet a low-income requirement based on HUD's 2021 income limits to receive a campership. Camperships are available until funds are exhausted or until the program begins. Through the end of the third quarter, \$12,700 has been distributed for families for use in the varying spring and summer programs.

PROGRAM MARKETING

During this reporting period, the Department used the following marketing efforts to promote the recreation program offerings as well as community events and senior programs.

- Recreation Guide: The Recreation Guide publication was released in mid-February and was mailed to 3,535 households in Woodland with children 0-16 years. Copies of the Recreation Guide are available on the City's webpage, at City facilities, and during outreach events. (This was the first edition since Spring 2020.)

- Direct Marketing: Staff directly marketed the REXPO (virtual) event to past program participants. Staff also promoted other upcoming spring activities and seasonal hiring with banners, yard signs, and digital flyers to current and past program participants.
- School Flyers: Two school flyers were distributed to WJUSD students digitally to promote the Martin Luther King Jr. Celebration and the César Chávez Celebration. All school flyers are distributed in English and Spanish.
- Social Media: The Department utilized Facebook and Instagram to advertise departmental updates and the offering of several programs.
- Senior Newsletter: The “Senior Gram” newsletter was mailed to over 450 households every month. It was also available on the CSD webpage for download.
- Outreach: Staff visited several school meetings (in person and virtually) to promote spring and summer programs, camperships, and upcoming events.



Spring Summer Rec Guide 2022

PARKS & RECREATION FACILITIES

Community & Senior Center Facility Reservations

The Community & Senior Center facility rental program is designed to both generate revenue for the City of Woodland and provide a location for community events. Types of rentals held at the Community Center include: meetings, parties (bridal and baby showers), weddings and receptions, quinceañeras, and business meetings. Reservations of the facility during the third quarter are shown below.

	General Facility Rentals <i>Includes rentals receiving discounts</i>	Facility Rentals <i>with Fees Waived</i>
Number of Rentals	10	8
Approximate Participants	480	232
Total Fees	\$2,897	\$18,148 (waived)

Tournaments

Tournament rentals are available for the Sports Park Complex. Local tournament directors have the first choice of dates for the following year during the tournament weekend allocation period each August. During the third quarter, the Sports Park was reserved for youth baseball, softball, and soccer tournaments.

Tournament Rentals of Sports Park	
Number of Rentals	9
Number of Teams	184
Total Fees Collected	\$23,065

Player Fees

Youth organizations use city-owned fields for practices and games for soccer, baseball, and softball. Youth sports that used City of Woodland fields reported 1,405 youth players during the Spring season of 2022 (880 baseball/softball players and 525 soccer players). Historically, “Player Fees” have been charged to each organization to cover the cost for use of the field for the season. With the passage of Measure J, the Player Fees for Woodland residents have been waived for all youth organizations who use city fields saving the organizations \$26,225 during the Spring 2022 season. Those participating in youth sports organizations who do not reside within city limits are deemed non-residents and pay \$44 per player per season.

League/Club	# Players	# Residents MJ	# Non Residents	Residents MJ Fees waived	League Charged for Non-Resident Fees (\$44/player)
Girls Fast Pitch	163	147	16	\$3,675	\$752
Little League	404	321	83	\$8,025	\$3,901
Babe Ruth	55	50	5	\$1,250	\$235
WSC	525	299	226	\$7,475	\$10,622
Cal Ripken	258	232	26	\$5,800	\$1,222
Total	1,405	1,049	356	\$26,225	\$16,732

Parks and Recreation Facility Projects

Replacement of Play Structures at Traynham Park and Everman Park

Through the Parks and Water Bond Act (Proposition 68) Per Capita Grant Program, the City of Woodland was awarded \$177,952. This grant made possible the replacement of the play structure at Traynham Park and the youth play structure at Everman Park.



New playground at Traynham Park

Park/Recreation Facility	Projects Completed
Charles Brooks Community Swim Center	Replaced the pool chemical controller.
Community & Senior Center	Constructed a cabinet for the Senior Center game room. Repaired leaking pressure gauge fitting in the mechanical room. Repaired mirrors in the YMCA. Installed intercom in the front desk area. Converted banquet patio pole light, lobby waterfall down-lights, and meeting room patio lights to LED. Replaced ballasts on front entry pillar light. Replaced LED driver on front entry ceiling. Rebuilt light fixtures in the banquet hallway and south men's restrooms. Replaced door closer. Built and installed cabinets for the Warren Meyer Game Room.
Crawford Park	Repaired lighting at the park.
Ferns Park	Etched the cement at handball courts to reduce the potential for slipping.

COMMUNITY SPECIAL EVENTS

Community Special Events are generally activities/events open to the public during a one-day event.

Event	Date	Total Participants	Fees Collected
Polar Bear Plunge	January 1	63	\$315
MLK Celebration	January 15	75	No fees collected
Woodland Writes	February 1-13	410	No fees collected
Shamrock Hunt	March 7-17	56	No fees collected
César Chávez Celebration	March 31	100	No fees collected
Total Participants		704	\$315



César Chávez Celebration at Heritage Plaza

RECREATION ACTIVITIES -AQUATICS

All aquatic programs are held at the Charles Brooks Community Swim Center. During this quarter, the primary programming at the pool was lap swim, water aerobics, and the use of the pool by the Woodland Swim Team and Woodland Joint Unified School District.

Aquatics Program	Total Participants	Participant Hours	Fees Collected
Lap Swim & Water Aerobics	3,669	3,669	\$2,905
Woodland Swim Team	n/a	n/a	\$10,820
Total	3,669	3,669	\$13,725

Pool Scheduling & Reservations

During non-programmed hours, the Charles Brooks Community Swim Center is available to reserve for other aquatic activities not affiliated with the City of Woodland. Pool reservation fees account for the facility and safety personnel onsite during the scheduled event.

Woodland Swim Team

Woodland Swim Team is a year round USA Club Team that has rented the Charles Brooks Community Swim Center for practices and meets since 1952. The Woodland Swim Team held regular practices and hosted one meet during this quarter. Fees collected: \$10,820 (\$1,910 monthly rental fee)

Woodland Joint Unified School District – High School Swim Teams

Upon mutual agreement between the City and the Woodland Joint Unified School District, WJUSD is permitted for use of the pool for the high school athletic swim teams February through mid-May. Pioneer and Woodland High Schools practice concurrently Monday-Friday 3:30-7:00 pm. No fees collected.

RECREATION ACTIVITIES – YOUTH & TEEN

A variety of youth and teen recreation programs are offered by the Department year-round; however, the majority of the programs are offered during the summer. In addition to the programs listed below, please refer to the Contract Classes section for other program offerings that are available for youth and teens.

Youth Recreation Program	Total Participants	Participant Hours	Fees Collected
After School Teen Pack (Measure J)	1,021	4,918	Free Program
Baby & Me <i>offered virtually</i> (Measure J)	36	36	Free Program
Youth Basketball League	260	6,318	\$28,988
Total	1,317	11,272	\$28,988

RECREATION ACTIVITIES – CONTRACT CLASSES

The City contracts with outside (special interest) instructors to teach a variety of recreation and leisure classes for participants of all ages. With the exception of tennis and boxing, the City retains 30% of the fees collected for each class (in addition to non-resident fees). The City retains 10% of the fees collected for the tennis program. For boxing, the City retains all of the revenues and pays the two contractors a monthly stipend.

Contract Class	Total Participants	Participant Hours	Fees Collected	Total Expense	Net Revenue
Boxing Youth*	137	3,562	\$1,446	\$2,233	-\$787
Boxing Adult	66	1,716	\$1,709	\$3,000	-\$1,291
Cello Tennis Academy	204	724	\$11,227	\$10,104	\$1,123
Country Line Dance	223	1595	\$1,338	\$937	\$401
Pilates	10	78	\$376	\$263	\$113
Rock Steady Boxing**	34	237	\$0	\$650	-\$650
Tai Chi & Qi Gong	18	144	\$630	\$441	\$189
Yoga	20	312	\$690	\$483	\$207
Total	712	8,368	\$17,416	\$18,111	-\$695

* Youth Center Enterprise Budget (253) is not used for instructor expenses.

** The City receives a reimbursement from the Woodland Recreation Foundation for the Rock Steady expenses

RECREATION ACTIVITIES – ADULT SPORTS

Adult sports offered through the City include drop-in sports as well as organized softball, basketball, and volleyball leagues. Drop in activities returned in January 2022. Drop-in basketball (open gym) numbers are not reported, however, participation for the other programs is listed below.

Open Gym

Open Gym Program	Total Participants	Participant Hours	Fees Collected
Volleyball	323	646	\$1,108
Badminton	272	408	Free
Pickleball	208	312	Free
Total	803	1,366	\$1,108

GRANTS & HOUSING

In addition to implementing recreation and senior programs, the Community Services Department also implements the Community Development Block Grant Entitlement program, grants for non-profit organizations, and affordable housing programs. The highlights of these programs for the third quarter of Fiscal Year 2022 are provided below.

Status of CDBG Construction Activities

FY 2019/20 Allocations

City of Woodland, Library ADA Restrooms Upgrades – Construction of ADA improvements for the two public restrooms is scheduled for completion in 2022. Funding includes FY 2019/20 and 2021/22 allocations.

FY 2020/21 Allocations

New Hope Community Development Corporation, Cottonwood Meadows Phase S-1 Rehabilitation – New Hope will combine funding allocations awarded for FY 2020/21 and 2021/22 and construct the improvements in 2022. The work will focus on repairing or replacing all dry-rotted T-1-11 siding on the two apartment buildings located at Cottonwood Meadows with cement fiber type materials. New Hope is in the process of designing the improvements.

Friends of the Mission, 925 North Street (seven-unit affordable housing apartment complex for formerly homeless families and individuals) and **Walter's House** (44-bed transitional housing/treatment program for single women and men) **Water Heater Efficiency projects** – A construction contract has been awarded and the tankless water heater units will be installed in spring 2022. The new units will increase the energy efficiency rating from 59 to 97 percent.

FY 2021/22 Allocations

City of Woodland, ADA Accessibility Project – The project will be bid out in spring 2022 and construction will occur during the summer. At least twelve ADA-compliant curb ramps will be installed.

CommuniCare Health Centers, Garden & Outdoor Classroom - CommuniCare will add features in 2022 to the Garden & Outdoor Classroom located at the Hansen Family Health Center to further engage the community and make it easy for staff to conduct educational and clinical activities in the garden. The project will include the construction of a 600 square foot outdoor classroom that will host regular group education and therapy activities.

Friends of the Mission, Affordable Housing Security Gates - Security gates and fencing (funding permitted) will be installed at 925 North Street, a seven-unit affordable housing complex, in 2022.

State Homekey Grant Application for Permanent Supportive Housing Project

The City of Woodland and co-applicant Friends of the Mission (FOM) were awarded a \$15 million+ State of California Homekey grant for the 61-unit Permanent Supportive Housing (PSH) project at the East Beamer Way campus. Homekey funds represent the last funding source needed to complete the purchase and installation of the housing units for homeless individuals. Grant funds will also allow for the purchase/installation of a community building with offices and a medical examination room. Cutting Edge

Modular, Inc., a manufacturer located in Woodland, will construct the housing units. A portion of the grant award will fund a three-year operating subsidy.

PARTICIPANT HOUR CALCULATION

The Community Services Department measures programs through “participant hours”. Participant hours are a calculation of total program hours multiplied by the total number of unique participants within a program. Total participant hours reports how much time participants spend within each program. The measurement breaks down to 1 person x 1 hour = 1 Participant Hour. It should be noted that a higher number of participant hours is not, by itself, a measurement of greater program success compared to the participant hours of another program. Participant Hours (PH) is calculated by:

Drop In Programs: 1 Class meeting (in hours) x Total sign-ins
Examples include Water Aerobics & Lap Swim, and Badminton.

Classes/Camps/Leagues: Total unique participants x total class time (in hours)
Examples include: Swim Lessons, Mad Science

Individual Entry: Each class meeting (in hours) x Total in attendance (adding each day)
Examples include: Teens Helping Seniors, After School Teen Pack

Event: Total Attendants x Average Time
Examples include: REXPO, 4th of July

Participant hours and participants in this report are listed for the three-month reporting period; therefore, if 100 participants are listed, the 100 refers to the total participants for the three-month period and could double or triple count the same participants if they participated each month (i.e. drop in volleyball).



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 19, 2022
ITEM #: I.6
SUBJECT: Salary Schedule Effective April 1, 2022

Recommendation for Action: Staff recommends that the City Council approve the City of Woodland salary schedule effective April 1, 2022.

Staff Contact:

Sheila McShane, Human Resources Manager, (530) 661 5807, Sheila.mcshane@cityofwoodland.org

Fiscal Impact:

The action to approve the salary schedule has no direct fiscal impact.

Background:

The California Public Employees' Retirement System (CalPERS) requires that the City's salary schedule be approved and adopted by the City Council on a quarterly basis. The requested approval by Council will meet the CalPERS requirement for the quarter effective April 1, 2022.

Discussion:

To ensure accurate payroll reporting and related retirement calculations, CalPERS requires the salary schedule to be reviewed and updated by action of the City Council on a quarterly basis. There have been no changes to the salary schedule since the last schedule was approved for February 1, 2022.

Conclusion:

Staff recommends that the City Council approve the City of Woodland salary schedule effective April 1, 2022.

Prepared by: Sheila McShane, Human Resources Manager

Reviewed by: Kim McKinney, Director of Administrative Services

Attachments:

1. April 2022

CITY OF WOODLAND - SALARY SCHEDULE
Effective April 1, 2022
REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Accountant I *	116	MM	\$4,979.26	\$5,228.22	\$5,489.62	\$5,764.10	\$6,052.31	\$6,354.92		
Accountant II *	120	MM	\$5,496.16	\$5,770.97	\$6,059.51	\$6,362.48	\$6,680.61	\$7,014.64		
Accounting Technician	45	GS	\$4,375.37	\$4,594.14	\$4,823.84	\$5,065.04	\$5,318.29	\$5,584.21		
Administrative Clerk I	28	GS	\$2,875.47	\$3,019.24	\$3,170.20	\$3,328.72	\$3,495.15	\$3,669.91		
Administrative Clerk II	32	GS	\$3,173.98	\$3,332.67	\$3,499.32	\$3,674.28	\$3,857.99	\$4,050.89		
Administrative Clerk III	36	GS	\$3,503.48	\$3,678.66	\$3,862.60	\$4,055.73	\$4,258.53	\$4,471.45		
Administrative Secretary	42	GS	\$4,062.96	\$4,266.12	\$4,479.42	\$4,703.39	\$4,938.56	\$5,185.48		
Administrative Supervisor	47	GS	\$4,596.88	\$4,826.72	\$5,068.05	\$5,321.46	\$5,587.53	\$5,866.91		
Aquatics Coordinator	32	GS	\$3,173.98	\$3,332.67	\$3,499.32	\$3,674.28	\$3,857.99	\$4,050.89		
Aquatics Supervisor	48	GS	\$4,711.79	\$4,947.38	\$5,194.75	\$5,454.49	\$5,727.21	\$6,013.57		
Assist City Manager/Comm & Econ Dev Dir *	Contract		\$12,463.47				\$16,001.30			
Assistant Engineer *	125	MM	\$6,218.39	\$6,529.32	\$6,855.78	\$7,198.57	\$7,558.50	\$7,936.42		
Assistant Planner *	118	MM	\$5,231.31	\$5,492.88	\$5,767.53	\$6,055.91	\$6,358.70	\$6,676.63		
Associate Civil Engineer *	131	MM	\$7,211.43	\$7,572.00	\$7,950.61	\$8,348.13	\$8,765.55	\$9,203.82		
Associate Engineer *	127	MM	\$6,533.20	\$6,859.87	\$7,202.85	\$7,563.01	\$7,941.15	\$8,338.21		
Associate Planner *	124	MM	\$6,066.73	\$6,370.06	\$6,688.57	\$7,022.99	\$7,374.15	\$7,742.86		
Building Inspection Services Manager *	132	MM	\$7,391.72	\$7,761.31	\$8,149.37	\$8,556.84	\$8,984.68	\$9,433.92		
Building Inspector I	49	GS	\$4,829.59	\$5,071.07	\$5,324.62	\$5,590.86	\$5,870.39	\$6,163.91		
Building Inspector II	53	GS	\$5,330.96	\$5,597.51	\$5,877.38	\$6,171.25	\$6,479.82	\$6,803.81		
Chief Building Official *	140	MM	\$9,006.09	\$9,456.39	\$9,929.22	\$10,425.67	\$10,946.96	\$11,494.31		
Chief Collection Systems Operator *	132	MM	\$7,391.72	\$7,761.31	\$8,149.36	\$8,556.83	\$8,984.68	\$9,433.92		
Chief Plant Operator *	132	MM	\$7,391.72	\$7,761.31	\$8,149.36	\$8,556.83	\$8,984.68	\$9,433.92		
Chief Project Engineer *	145	MM	\$10,189.57	\$10,699.04	\$11,234.01	\$11,795.70	\$12,385.48	\$13,004.75		
Chief Water Systems Operator *	132	MM	\$7,391.72	\$7,761.31	\$8,149.37	\$8,556.84	\$8,984.68	\$9,433.92		
Children's Librarian II *	118	MM	\$5,231.32	\$5,492.88	\$5,767.53	\$6,055.92	\$6,358.70	\$6,676.64		
City Clerk *	Contract		\$7,630.73				\$10,598.24			
City Engineer *	145	MM	\$10,189.57	\$10,699.04	\$11,234.00	\$11,795.70	\$12,385.48	\$13,004.75		
City Manager *	Contract						\$23,504.00			
Code Compliance Officer I	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Code Compliance Officer II	50	GS	\$4,950.33	\$5,197.84	\$5,457.73	\$5,730.63	\$6,017.15	\$6,318.01		
Communications Manager	131	MM	\$7,211.43	\$7,572.00	\$7,950.61	\$8,348.13	\$8,765.55	\$9,203.82		
Community Development Clerk I	32	GS	\$3,173.98	\$3,332.67	\$3,499.32	\$3,674.28	\$3,857.99	\$4,050.89		
Community Development Clerk II	37	GS	\$3,591.07	\$3,770.63	\$3,959.16	\$4,157.12	\$4,364.97	\$4,583.21		
Community Development Director *	Contract		\$11,305.55				\$14,682.50			
Community Development Technician I	42	GS	\$4,062.96	\$4,266.12	\$4,479.42	\$4,703.39	\$4,938.56	\$5,185.48		
Community Development Technician II	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Community Risk Reduction Specialist I	Base	F	\$4,857.61	\$5,100.71	\$5,355.73	\$5,623.52	\$5,904.68			
Community Risk Reduction Specialist II	Base	F	\$5,223.52	\$5,484.72	\$5,758.95	\$6,046.90	\$6,349.25			
Community Risk Reduction Specialist Senior	Base	F	\$5,783.75	\$6,072.95	\$6,376.60	\$6,695.42	\$7,030.21			
Community Services Director	Contract		\$11,305.55				\$14,682.50			
Community Services Officer *	Base	P	\$4,118.41	\$4,324.33	\$4,540.54	\$4,767.58	\$5,005.96	\$5,256.27		
Community Services Program Manager *	125	MM	\$6,218.39	\$6,529.32	\$6,855.78	\$7,198.57	\$7,558.50	\$7,936.42		
Conservation Coordinator	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Construction Project Manager *	129	MM	\$6,863.95	\$7,207.14	\$7,567.49	\$7,945.88	\$8,343.17	\$8,760.33		
Crime Prevention Specialist *	Base	P	\$4,118.41	\$4,324.33	\$4,540.54	\$4,767.58	\$5,005.96	\$5,256.27		
Deputy Chief ** (aka Police Captain)	Base	PM	\$11,221.32	\$11,782.40	\$12,371.52	\$12,990.11	\$13,639.60	\$14,321.59	\$15,037.67	\$15,789.56
Deputy Director of Community Development *	Contract		\$9,927.40				\$12,727.43			
Deputy Fire Chief	Flat	FM	\$10,993.85	\$11,543.54	\$12,120.72	\$12,726.74	\$13,471.83			
Director of Administrative Services	Contract		\$11,305.55				\$14,682.50			
Economic Development Manager *	136	MM	\$8,159.08	\$8,567.03	\$8,995.38	\$9,445.16	\$9,917.41	\$10,413.28		
Electrical / Signs & Markings Supervisor	67	GS	\$7,532.51	\$7,909.14	\$8,304.59	\$8,719.83	\$9,155.82	\$9,613.61		
Electrician's Assistant	43	GS	\$4,164.54	\$4,372.76	\$4,591.40	\$4,820.98	\$5,062.03	\$5,315.13		
Engineering Aide I	33	GS	\$3,253.33	\$3,416.00	\$3,586.80	\$3,766.13	\$3,954.44	\$4,152.16		

CITY OF WOODLAND - SALARY SCHEDULE
Effective April 1, 2022
REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Engineering Aide II	37	GS	\$3,591.07	\$3,770.63	\$3,959.16	\$4,157.12	\$4,364.97	\$4,583.21		
Engineering Assistant	56	GS	\$5,740.87	\$6,027.91	\$6,329.31	\$6,645.77	\$6,978.06	\$7,326.96		
Engineering Technician I	44	GS	\$4,268.65	\$4,482.09	\$4,706.19	\$4,941.51	\$5,188.58	\$5,448.01		
Engineering Technician II	48	GS	\$4,711.79	\$4,947.38	\$5,194.75	\$5,454.49	\$5,727.21	\$6,013.57		
Engineering Technician III	52	GS	\$5,200.94	\$5,460.98	\$5,734.04	\$6,020.74	\$6,321.78	\$6,637.86		
Environmental Compliance Inspector I	39	GS	\$3,772.86	\$3,961.51	\$4,159.59	\$4,367.56	\$4,585.94	\$4,815.24		
Environmental Compliance Inspector II	43	GS	\$4,164.54	\$4,372.76	\$4,591.40	\$4,820.98	\$5,062.03	\$5,315.13		
Environmental Compliance Specialist	49	GS	\$4,829.59	\$5,071.07	\$5,324.62	\$5,590.86	\$5,870.39	\$6,163.91		
Environmental Resources Analyst *	127	MM	\$6,533.20	\$6,859.87	\$7,202.85	\$7,563.01	\$7,941.15	\$8,338.21		
Environmental Sustainability Manger *	131	MM	\$7,211.43	\$7,572.00	\$7,950.61	\$8,348.13	\$8,765.55	\$9,203.82		
Equipment Service Clerk	32	GS	\$3,173.98	\$3,332.67	\$3,499.32	\$3,674.28	\$3,857.99	\$4,050.89		
Equipment Service Worker	34	GS	\$3,334.67	\$3,501.40	\$3,676.46	\$3,860.29	\$4,053.31	\$4,255.98		
Executive Assistant - Confidential		C	\$4,515.34	\$4,741.11	\$4,978.17	\$5,227.08	\$5,488.43	\$5,762.85		
Facility Maintenance Worker I	35	GS	\$3,418.03	\$3,588.94	\$3,768.38	\$3,956.80	\$4,154.64	\$4,362.38		
Facility Maintenance Worker II	41	GS	\$3,963.87	\$4,162.06	\$4,370.16	\$4,588.67	\$4,818.11	\$5,059.01		
Facility Maintenance Worker III	45	GS	\$4,375.37	\$4,594.14	\$4,823.84	\$5,065.04	\$5,318.29	\$5,584.21		
Finance Clerk I	32	GS	\$3,173.98	\$3,332.67	\$3,499.32	\$3,674.28	\$3,857.99	\$4,050.89		
Finance Clerk II	37	GS	\$3,591.07	\$3,770.63	\$3,959.16	\$4,157.12	\$4,364.97	\$4,583.21		
Finance Clerk III	41	GS	\$3,963.87	\$4,162.06	\$4,370.16	\$4,588.67	\$4,818.11	\$5,059.01		
Finance Director *	Contract		\$9,562.32				\$12,275.28			
Finance Officer *	141	MM	\$9,231.25	\$9,692.80	\$10,177.45	\$10,686.32	\$11,220.64	\$11,781.67		
Finance Specialist	41	GS	\$3,963.87	\$4,162.06	\$4,370.16	\$4,588.67	\$4,818.11	\$5,059.01		
Finance Supervisor	54	GS	\$5,464.23	\$5,737.45	\$6,024.32	\$6,325.54	\$6,641.81	\$6,973.91		
Financial Services Manager	136	MM	\$8,159.08	\$8,567.03	\$8,995.38	\$9,445.16	\$9,917.41	\$10,413.28		
Fire Battalion Chief	Flat	FM	\$9,637.67	\$10,119.54	\$10,625.52	\$11,156.80	\$11,714.64			
Fire Captain	Base	F	\$7,700.13	\$8,085.13	\$8,489.39	\$8,913.86	\$9,359.55			
Fire Chief **	Contract		\$11,305.55				\$14,682.50			
Fire Engineer	Base	F	\$6,682.87	\$7,017.02	\$7,367.88	\$7,736.27	\$8,123.07			
Fire Marshal	Flat	FM	\$9,637.67	\$10,119.54	\$10,625.52	\$11,156.80	\$11,714.64			
Fire Prevention Specialist I (aka Community Risk Reduc	Base	F	\$4,857.61	\$5,100.71	\$5,355.73	\$5,623.52	\$5,904.68			
Fire Prevention Specialist II (aka Community Risk Reduc	Base	F	\$5,223.52	\$5,484.72	\$5,758.95	\$6,046.90	\$6,349.25			
Firefighter	Base	F	\$5,888.46	\$6,182.88	\$6,492.02	\$6,816.63	\$7,157.45			
Firefighter Recruit	Base	F	\$5,299.62							
Fleet & Facilities Manager *	131	MM	\$7,211.43	\$7,572.01	\$7,950.61	\$8,348.13	\$8,765.55	\$9,203.83		
GIS Analyst	62	GS	\$6,657.65	\$6,990.53	\$7,340.05	\$7,707.06	\$8,092.41	\$8,497.03		
GIS Technician I	49	GS	\$4,829.59	\$5,071.07	\$5,324.62	\$5,590.86	\$5,870.40	\$6,163.92		
GIS Technician II	53	GS	\$5,330.96	\$5,597.51	\$5,877.38	\$6,171.25	\$6,479.82	\$6,803.81		
Heavy Equipment Mechanic	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Housing Analyst I (formerly Redevelopment & Housing Analyst I)	120	MM	\$5,496.16	\$5,770.97	\$6,059.50	\$6,362.48	\$6,680.61	\$7,014.64		
Housing Analyst II (formerly Redevelopment & Housing Analyst II)	124	MM	\$6,066.73	\$6,370.06	\$6,688.57	\$7,022.99	\$7,374.15	\$7,742.86		
Human Resources Analyst I		C	\$5,494.03	\$5,768.73	\$6,057.16	\$6,360.02	\$6,678.02	\$7,011.93		
Human Resources Analyst II		C	\$6,215.99	\$6,526.79	\$6,853.13	\$7,195.78	\$7,555.57	\$7,933.35		
Human Resources Clerk		C	\$3,468.46	\$3,641.89	\$3,823.99	\$4,015.18	\$4,215.95	\$4,426.74		
Human Resources Manager		C	\$8,777.80	\$9,216.70	\$9,677.52	\$10,161.40	\$10,669.48	\$11,202.95		
Human Resources Technician I		C	\$4,122.90	\$4,329.05	\$4,545.49	\$4,772.77	\$5,011.41	\$5,261.98		
Human Resources Technician II		C	\$4,596.97	\$4,826.82	\$5,068.16	\$5,321.57	\$5,587.65	\$5,867.03		
Industrial Electrical/Electronics Technician	58	GS	\$6,031.50	\$6,333.07	\$6,649.72	\$6,982.21	\$7,331.32	\$7,697.89		
Information Technology Analyst	60	GS	\$6,336.84	\$6,653.69	\$6,986.37	\$7,335.69	\$7,702.47	\$8,087.60		
Information Technology Manager *	138	MM	\$8,572.13	\$9,000.73	\$9,450.77	\$9,923.30	\$10,419.48	\$10,940.45		
Information Technology Technician I	48	GS	\$4,711.79	\$4,947.38	\$5,194.75	\$5,454.49	\$5,727.21	\$6,013.57		
Information Technology Technician II	52	GS	\$5,200.94	\$5,460.98	\$5,734.04	\$6,020.74	\$6,321.78	\$6,637.86		
Infrastructure O & M Superintendent *	132	MM	\$7,391.72	\$7,761.31	\$8,149.36	\$8,556.83	\$8,984.68	\$9,433.92		
Junior Engineer *	121	MM	\$5,633.56	\$5,915.23	\$6,211.00	\$6,521.54	\$6,847.64	\$7,190.02		

CITY OF WOODLAND - SALARY SCHEDULE

Effective April 1, 2022

REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Junior Planner *	113	MM	\$4,623.73	\$4,854.91	\$5,097.65	\$5,352.54	\$5,620.17	\$5,901.18		
Laboratory & Environmental Compliance Mgr *	129	MM	\$6,863.95	\$7,207.14	\$7,567.49	\$7,945.88	\$8,343.17	\$8,760.33		
Laboratory Supervisor *	127	MM	\$6,533.20	\$6,859.86	\$7,202.85	\$7,563.01	\$7,941.15	\$8,338.21		
Laboratory Technician I	43	GS	\$4,164.54	\$4,372.76	\$4,591.40	\$4,820.98	\$5,062.03	\$5,315.13		
Laboratory Technician II	47	GS	\$4,596.88	\$4,826.72	\$5,068.05	\$5,321.46	\$5,587.53	\$5,866.91		
Librarian I *	114	MM	\$4,739.32	\$4,976.29	\$5,225.11	\$5,486.35	\$5,760.66	\$6,048.70		
Librarian II *	118	MM	\$5,231.32	\$5,492.88	\$5,767.53	\$6,055.92	\$6,358.70	\$6,676.64		
Librarian III *	122	MM	\$5,774.40	\$6,063.11	\$6,366.28	\$6,684.59	\$7,018.82	\$7,369.76		
Library Services Director *	Contract		\$8,005.77				\$10,277.33			
Library Technical Assistant I	29	GS	\$2,947.35	\$3,094.73	\$3,249.47	\$3,411.94	\$3,582.54	\$3,761.66		
Library Technical Assistant II	33	GS	\$3,253.33	\$3,416.00	\$3,586.80	\$3,766.13	\$3,954.44	\$4,152.16		
Library Technical Assistant III	37	GS	\$3,591.07	\$3,770.63	\$3,959.16	\$4,157.12	\$4,364.97	\$4,583.21		
Light Equipment Mechanic	41	GS	\$3,963.87	\$4,162.06	\$4,370.16	\$4,588.67	\$4,818.11	\$5,059.01		
Literacy Coordinator	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Maintenance Supervisor	53	GS	\$5,330.96	\$5,597.51	\$5,877.38	\$6,171.25	\$6,479.82	\$6,803.81		
Maintenance Worker I	35	GS	\$3,418.03	\$3,588.94	\$3,768.38	\$3,956.80	\$4,154.64	\$4,362.38		
Maintenance Worker II	40	GS	\$3,867.19	\$4,060.55	\$4,263.57	\$4,476.75	\$4,700.59	\$4,935.62		
Maintenance Worker III	44	GS	\$4,268.65	\$4,482.09	\$4,706.19	\$4,941.51	\$5,188.58	\$5,448.01		
Management Analyst I *	120	MM	\$5,496.16	\$5,770.96	\$6,059.50	\$6,362.48	\$6,680.61	\$7,014.64		
Management Analyst II *	125	MM	\$6,218.39	\$6,529.32	\$6,855.78	\$7,198.57	\$7,558.49	\$7,936.42		
Marketing and Business Relations Specialist *	120	MM	\$5,496.16	\$5,770.96	\$6,059.50	\$6,362.48	\$6,680.61	\$7,014.64		
Meter Services Technician	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Office Manager *	115	MM	\$4,857.80	\$5,100.69	\$5,355.72	\$5,623.51	\$5,904.69	\$6,199.92		
Operations and Maintenance Superintendent *	137	MM	\$8,363.06	\$8,781.21	\$9,220.28	\$9,681.29	\$10,165.35	\$10,673.62		
Park Maintenance Technician	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Park Maintenance Worker I	35	GS	\$3,418.03	\$3,588.94	\$3,768.38	\$3,956.80	\$4,154.64	\$4,362.38		
Park Maintenance Worker II	39	GS	\$3,772.86	\$3,961.51	\$4,159.59	\$4,367.56	\$4,585.94	\$4,815.24		
Park Maintenance Worker III	43	GS	\$4,164.54	\$4,372.76	\$4,591.40	\$4,820.98	\$5,062.03	\$5,315.13		
Park Planner *	132	MM	\$7,391.72	\$7,761.31	\$8,149.36	\$8,556.83	\$8,984.68	\$9,433.92		
Park Superintendent *	132	MM	\$7,391.72	\$7,761.31	\$8,149.36	\$8,556.83	\$8,984.68	\$9,433.92		
Park Supervisor	51	GS	\$5,074.09	\$5,327.79	\$5,594.19	\$5,873.89	\$6,167.59	\$6,475.97		
Planning Manager *	140	MM	\$9,006.09	\$9,456.39	\$9,929.22	\$10,425.67	\$10,946.96	\$11,494.31		
Police Captain **	Base	PM	\$11,221.32	\$11,782.40	\$12,371.52	\$12,990.11	\$13,639.60	\$14,321.59	\$15,037.67	\$15,789.56
Police Chief **	Contract		\$14,237.33				\$18,733.33			
Police Crime and Intelligence Analyst *	Base	PS	\$5,279.81	\$5,543.82	\$5,821.00	\$6,112.05	\$6,417.65			
Police Lieutenant **	Base	PM	\$10,209.61	\$10,720.09	\$11,256.09	\$11,818.91	\$12,409.86	\$13,030.36	\$13,681.87	\$14,365.97
Police Officer **	Base	P	\$6,256.81	\$6,569.64	\$6,898.12	\$7,243.04	\$7,605.19	\$7,985.44	\$8,384.73	
Police Officer Recruit (Non-Safety)	Base		\$5,631.12							
Police Records Manager *	120	MM	\$5,496.16	\$5,770.96	\$6,059.50	\$6,362.48	\$6,680.61	\$7,014.64		
Police Records Specialist *	Base	P	\$3,655.47	\$3,838.21	\$4,030.14	\$4,231.64	\$4,443.23			
Police Records Supervisor	Base	PS	\$4,952.81	\$5,200.44	\$5,460.47	\$5,733.53	\$6,020.21			
Police Sergeant **	Base	PS	\$7,237.73	\$7,599.62	\$7,979.60	\$8,378.58	\$8,797.52	\$9,237.40	\$9,699.27	\$10,184.23
Pool and Recreation Facility Technician (formerly Pool and Facility Technician)	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Pool Facility Technician	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Principal Civil Engineer *	141	MM	\$9,231.25	\$9,692.80	\$10,177.45	\$10,686.32	\$11,220.64	\$11,781.67		
Principal Planner *	136	MM	\$8,159.08	\$8,567.03	\$8,995.38	\$9,445.16	\$9,917.41	\$10,413.28		
Principal Utilities Civil Engineer *	141	MM	\$9,231.25	\$9,692.80	\$10,177.45	\$10,686.32	\$11,220.64	\$11,781.67		
Public Works Director *	Contract		\$11,305.55				\$14,682.50			
Public Works O&M Infrastructure Admin	141	MM	\$9,231.25	\$9,692.80	\$10,177.45	\$10,686.32	\$11,220.64	\$11,781.67		
Purchasing Manager *	123	MM	\$5,918.76	\$6,214.69	\$6,525.44	\$6,851.70	\$7,194.28	\$7,554.00		
Recreation Coordinator	36	GS	\$3,503.48	\$3,678.66	\$3,862.60	\$4,055.73	\$4,258.53	\$4,471.45		
Recreation Superintendent *	131	MM	\$7,211.43	\$7,572.00	\$7,950.61	\$8,348.13	\$8,765.55	\$9,203.82		

CITY OF WOODLAND - SALARY SCHEDULE

Effective April 1, 2022

REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Recreation Supervisor	50	GS	\$4,950.33	\$5,197.84	\$5,457.73	\$5,730.63	\$6,017.15	\$6,318.01		
Redev. & Housing Analyst I * (renamed to Housing Analyst I)	120	MM	\$5,496.16	\$5,770.97	\$6,059.50	\$6,362.48	\$6,680.61	\$7,014.64		
Redev. & Housing Analyst II * (renamed to Housing Analyst II)	124	MM	\$6,066.73	\$6,370.06	\$6,688.57	\$7,022.99	\$7,374.15	\$7,742.86		
Redevelopment Manager *	136	MM	\$8,159.08	\$8,567.03	\$8,995.38	\$9,445.16	\$9,917.41	\$10,413.28		
Secretary to City Manager		C	\$4,631.11	\$4,862.68	\$5,105.81	\$5,361.10	\$5,629.16	\$5,910.62		
Senior Accountant *	125	MM	\$6,218.39	\$6,529.32	\$6,855.78	\$7,198.57	\$7,558.50	\$7,936.42		
Senior Application Analyst *	132	MM	\$7,391.72	\$7,761.31	\$8,149.36	\$8,556.83	\$8,984.68	\$9,433.92		
Senior Associate Civil Engineer *	134	MM	\$7,765.93	\$8,154.22	\$8,561.94	\$8,990.02	\$9,439.54	\$9,911.51		
Senior Building Inspector	57	GS	\$5,884.39	\$6,178.61	\$6,487.54	\$6,811.91	\$7,152.51	\$7,510.13		
Senior Building Plans Examiner	58	GS	\$6,031.50	\$6,333.07	\$6,649.72	\$6,982.21	\$7,331.32	\$7,697.89		
Senior Center Manager *	120	MM	\$5,496.16	\$5,770.97	\$6,059.50	\$6,362.48	\$6,680.61	\$7,014.64		
Senior Civil Engineer *	138	MM	\$8,572.13	\$9,000.73	\$9,450.77	\$9,923.30	\$10,419.48	\$10,940.45		
Senior Construction Project Manager *	131	MM	\$7,211.43	\$7,572.00	\$7,950.61	\$8,348.13	\$8,765.55	\$9,203.82		
Senior Engineering Assistant	58	GS	\$6,031.50	\$6,333.07	\$6,649.72	\$6,982.21	\$7,331.32	\$7,697.89		
Senior Equipment Mechanic	50	GS	\$4,950.33	\$5,197.84	\$5,457.73	\$5,730.63	\$6,017.15	\$6,318.01		
Senior Human Resources Analyst		C	\$7,148.38	\$7,505.80	\$7,881.09	\$8,275.15	\$8,688.91	\$9,123.35		
Senior Maintenance Worker	47	GS	\$4,596.88	\$4,826.72	\$5,068.05	\$5,321.46	\$5,587.53	\$5,866.91		
Senior Management Analyst *	131	MM	\$7,211.43	\$7,572.00	\$7,950.61	\$8,348.13	\$8,765.55	\$9,203.82		
Senior Planner *	132	MM	\$7,391.72	\$7,761.31	\$8,149.36	\$8,556.83	\$8,984.68	\$9,433.92		
Senior Police Records Specialist *	Base	P	\$4,021.00	\$4,222.04	\$4,433.15	\$4,654.83	\$4,887.58			
Senior Signs and Markings Technician	45	GS	\$4,375.37	\$4,594.14	\$4,823.84	\$5,065.04	\$5,318.29	\$5,584.21		
Senior Systems Analyst *	132	MM	\$7,391.72	\$7,761.31	\$8,149.36	\$8,556.83	\$8,984.68	\$9,433.92		
Senior Traffic Signal/Street Lighting Tech	60	GS	\$6,336.84	\$6,653.69	\$6,986.37	\$7,335.69	\$7,702.47	\$8,087.60		
Senior Tree Trimmer	45	GS	\$4,375.37	\$4,594.14	\$4,823.84	\$5,065.04	\$5,318.29	\$5,584.21		
Senior Utilities Maintenance Worker (Sewer)	54	GS	\$5,464.23	\$5,737.45	\$6,024.32	\$6,325.54	\$6,641.81	\$6,973.91		
Senior Utilities Maintenance Worker (Water)	54	GS	\$5,464.23	\$5,737.45	\$6,024.32	\$6,325.54	\$6,641.81	\$6,973.91		
Senior Water Pollution Control Operator	67	GS	\$7,532.51	\$7,909.14	\$8,304.59	\$8,719.83	\$9,155.82	\$9,613.61		
Senior Water System Operator	50	GS	\$4,950.33	\$5,197.84	\$5,457.73	\$5,730.63	\$6,017.15	\$6,318.01		
Senior Water/Wastewater Instrumentation Tech	66	GS	\$7,348.79	\$7,716.23	\$8,102.03	\$8,507.13	\$8,932.49	\$9,379.11		
Signs and Markings Tech I	39	GS	\$3,772.86	\$3,961.51	\$4,159.59	\$4,367.56	\$4,585.94	\$4,815.24		
Signs and Markings Tech II	43	GS	\$4,164.54	\$4,372.76	\$4,591.40	\$4,820.98	\$5,062.03	\$5,315.13		
Social Services Manager *	132	MM	\$7,391.72	\$7,761.31	\$8,149.36	\$8,556.83	\$8,984.68	\$9,433.92		
Sports Manager *	125	MM	\$6,218.39	\$6,529.32	\$6,855.78	\$7,198.57	\$7,558.50	\$7,936.42		
Stock Clerk	32	GS	\$3,173.98	\$3,332.67	\$3,499.32	\$3,674.28	\$3,857.99	\$4,050.89		
Storekeeper	35	GS	\$3,418.03	\$3,588.94	\$3,768.38	\$3,956.80	\$4,154.64	\$4,362.38		
Traffic Signal / Street Lighting Technician	56	GS	\$5,740.87	\$6,027.91	\$6,329.31	\$6,645.77	\$6,978.06	\$7,326.96		
Transportation Engineer *	134	MM	\$7,765.93	\$8,154.22	\$8,561.94	\$8,990.02	\$9,439.54	\$9,911.51		
Treatment Plant Mechanic	54	GS	\$5,464.23	\$5,737.45	\$6,024.32	\$6,325.54	\$6,641.81	\$6,973.91		
Treatment Plant Superintendent	137	MM	\$8,363.06	\$8,781.21	\$9,220.28	\$9,681.29	\$10,165.35	\$10,673.62		
Tree Trimmer I	39	GS	\$3,772.86	\$3,961.51	\$4,159.59	\$4,367.56	\$4,585.94	\$4,815.24		
Tree Trimmer II	43	GS	\$4,164.54	\$4,372.76	\$4,591.40	\$4,820.98	\$5,062.03	\$5,315.13		
Underground Utility Service Locator	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Utilities Administrator	141	MM	\$9,231.25	\$9,692.80	\$10,177.45	\$10,686.32	\$11,220.64	\$11,781.67		
Utilities Maintenance Supervisor	53	GS	\$5,330.96	\$5,597.51	\$5,877.38	\$6,171.25	\$6,479.82	\$6,803.81		
Utilities Maintenance Worker I	37	GS	\$3,591.07	\$3,770.63	\$3,959.16	\$4,157.12	\$4,364.97	\$4,583.21		
Utilities Maintenance Worker II	42	GS	\$4,062.96	\$4,266.12	\$4,479.42	\$4,703.39	\$4,938.56	\$5,185.48		
Utilities Maintenance Worker III (Sewer)	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Utilities Maintenance Worker III (Water)	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Utilities Maintenance Worker IV (Sewer)	50	GS	\$4,950.33	\$5,197.84	\$5,457.73	\$5,730.63	\$6,017.15	\$6,318.01		
Utilities Maintenance Worker IV (Water)	50	GS	\$4,950.33	\$5,197.84	\$5,457.73	\$5,730.63	\$6,017.15	\$6,318.01		
Wastewater Systems Administrator *	141	MM	\$9,231.25	\$9,692.80	\$10,177.45	\$10,686.32	\$11,220.64	\$11,781.67		
Water / Wastewater Instrumental Technician	62	GS	\$6,657.65	\$6,990.53	\$7,340.05	\$7,707.06	\$8,092.41	\$8,497.03		
Water Pollution Control Facility Superintendent *	141	MM	\$9,231.25	\$9,692.80	\$10,177.45	\$10,686.32	\$11,220.64	\$11,781.67		

CITY OF WOODLAND - SALARY SCHEDULE

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REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Water Pollution Control O-I-T	40	GS	\$3,867.19	\$4,060.55	\$4,263.57	\$4,476.75	\$4,700.59	\$4,935.62		
Water Pollution Control Operator I	51	GS	\$5,074.09	\$5,327.79	\$5,594.19	\$5,873.89	\$6,167.59	\$6,475.97		
Water Pollution Control Operator II	55	GS	\$5,600.84	\$5,880.89	\$6,174.93	\$6,483.67	\$6,807.85	\$7,148.25		
Water Pollution Control Operator III	59	GS	\$6,182.29	\$6,491.39	\$6,815.96	\$7,156.76	\$7,514.61	\$7,890.34		
Water Pollution Control Operator IV	63	GS	\$6,824.08	\$7,165.28	\$7,523.54	\$7,899.72	\$8,294.70	\$8,709.44		
Water Systems Administrator *	141	MM	\$9,231.25	\$9,692.80	\$10,177.45	\$10,686.32	\$11,220.64	\$11,781.67		
Water Systems Operator I	40	GS	\$3,867.19	\$4,060.55	\$4,263.57	\$4,476.75	\$4,700.59	\$4,935.62		
Water Systems Operator II	45	GS	\$4,375.37	\$4,594.14	\$4,823.84	\$5,065.04	\$5,318.29	\$5,584.21		

* Employee pays PERS Misc. Member Contribution of 8%										
** Employee pays PERS Safety Member Contribution of 9%										
Note: If Temporary Employee is hired into a regular classified position paying the PERS Member Share, that Employee's salary is 8% less for Misc. or 9% less for Safety.										

TEMPORARY / PART-TIME / SEASONAL EMPLOYEES - HOURLY WAGES ***

CLASSIFICATION			A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Accountant I *	116	MM	26.43	27.75	29.14	30.59	32.12	33.73		
Accountant II *	120	MM	29.17	30.63	32.16	33.77	35.46	37.23		
Accounting Technician	45	GS	25.24	26.51	27.83	29.22	30.68	32.22		
Administrative Clerk I	28	GS	16.59	17.42	18.29	19.20	20.16	21.17		
Administrative Clerk II	32	GS	18.31	19.23	20.19	21.20	22.26	23.37		
Administrative Clerk III	36	GS	20.21	21.22	22.28	23.40	24.57	25.80		
Administrative Secretary	42	GS	23.44	24.61	25.84	27.14	28.49	29.92		
Administrative Supervisor	47	GS	26.52	27.85	29.24	30.70	32.24	33.85		
Aquatics Coordinator	32	GS	18.31	19.23	20.19	21.20	22.26	23.37		
Aquatics Supervisor	48	GS	27.18	28.54	29.97	31.47	33.04	34.69		
Assist City Manager/Comm & Econ Dev Dir *	Contract		66.15				84.93			
Assistant Engineer *	125	MM	33.01	34.66	36.39	38.21	40.12	42.12		
Assistant Planner *	118	MM	27.77	29.16	30.61	32.14	33.75	35.44		
Associate Civil Engineer *	131	MM	38.28	40.19	42.20	44.31	46.53	48.85		
Associate Engineer *	127	MM	34.68	36.41	38.23	40.14	42.15	44.26		
Associate Planner *	124	MM	32.20	33.81	35.50	37.28	39.14	41.10		
Building Inspection Services Manager *	132	MM	39.23	41.20	43.26	45.42	47.69	50.07		
Building Inspector I	49	GS	27.86	29.26	30.72	32.26	33.87	35.56		
Building Inspector II	53	GS	30.76	32.29	33.91	35.60	37.38	39.25		
Chief Building Official *	140	MM	47.80	50.19	52.70	55.34	58.10	61.01		
Chief Collection Systems Operator *	132	MM	39.23	41.20	43.26	45.42	47.69	50.07		
Chief Plant Operator *	132	MM	39.23	41.20	43.26	45.42	47.69	50.07		
Chief Project Engineer *	145	MM	54.08	56.79	59.63	62.61	65.74	69.03		
Chief Water Systems Operator *	132	MM	39.23	41.20	43.26	45.42	47.69	50.07		
Children's Librarian II *	118	MM	27.77	29.16	30.61	32.14	33.75	35.44		
City Clerk *	Contract		40.50				56.25			
City Engineer *	145	MM	54.08	56.79	59.63	62.61	65.74	69.03		
City Manager *	Contract		0.00				124.75			
Code Compliance Officer I	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Code Compliance Officer II	50	GS	28.56	29.99	31.49	33.06	34.71	36.45		
Communication Manager*	131	MM	38.28	40.19	42.20	44.31	46.53	48.85		
Community Development Clerk I	32	GS	18.31	19.23	20.19	21.20	22.26	23.37		
Community Development Clerk II	37	GS	20.72	21.75	22.84	23.98	25.18	26.44		
Community Development Director *	Contract		60.01				77.93			
Community Development Technician I	42	GS	23.44	24.61	25.84	27.14	28.49	29.92		

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Community Development Technician II	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Community Risk Reduction Specialist I	Base	F	28.03	29.43	30.90	32.44	34.07			
Community Risk Reduction Specialist II	Base	F	30.14	31.64	33.23	34.89	36.63			
Community Risk Reduction Specialist Senior	Base	F	33.37	35.04	36.79	38.63	40.56			
Community Services Director			60.01				77.93			
Community Services Officer *	Base	P	21.86	22.95	24.10	25.31	26.57	27.90		
Community Services Program Manager *	125	MM	33.01	34.66	36.39	38.21	40.12	42.12		
Conservation Coordinator	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Construction Project Manager *	129	MM	36.43	38.25	40.17	42.18	44.28	46.50		
Crime Prevention Specialist *	Base	P	21.86	22.95	24.10	25.31	26.57	27.90		
Deputy Chief ** (aka Police Captain)	Base	PM	59.56	62.54	65.67	68.95	72.40	76.02	79.82	83.81
Deputy Director of Community Development *	Contract		52.69				67.55			
Deputy Fire Chief	Flat	FM	63.43	66.60	69.93	73.42	77.72			
Director of Administrative Services	Contract		60.01				77.93			
Economic Development Manager *	136	MM	43.31	45.47	47.75	50.13	52.64	55.27		
Electrical / Signs & Markings Supervisor	67	GS	43.46	45.63	47.91	50.31	52.82	55.46		
Electrician's Assistant	43	GS	24.03	25.23	26.49	27.81	29.20	30.66		
Engineering Aide I	33	GS	18.77	19.71	20.69	21.73	22.81	23.96		
Engineering Aide II	37	GS	20.72	21.75	22.84	23.98	25.18	26.44		
Engineering Assistant	56	GS	33.12	34.78	36.52	38.34	40.26	42.27		
Engineering Technician I	44	GS	24.63	25.86	27.15	28.51	29.93	31.43		
Engineering Technician II	48	GS	27.18	28.54	29.97	31.47	33.04	34.69		
Engineering Technician III	52	GS	30.01	31.51	33.08	34.74	36.47	38.30		
Environmental Compliance Inspector I	39	GS	21.77	22.86	24.00	25.20	26.46	27.78		
Environmental Compliance Inspector II	43	GS	24.03	25.23	26.49	27.81	29.20	30.66		
Environmental Compliance Specialist	49	GS	27.86	29.26	30.72	32.26	33.87	35.56		
Environmental Resources Analyst *	127	MM	34.68	36.41	38.23	40.14	42.15	44.26		
Environmental Sustainability Manger *	131	MM	38.28	40.19	42.20	44.31	46.53	48.85		
Equipment Service Clerk	32	GS	18.31	19.23	20.19	21.20	22.26	23.37		
Equipment Service Worker	34	GS	19.24	20.20	21.21	22.27	23.38	24.55		
Executive Assistant - Confidential		C	26.05	27.35	28.72	30.16	31.66	33.25		
Facility Maintenance Worker I	35	GS	19.72	20.71	21.74	22.83	23.97	25.17		
Facility Maintenance Worker II	41	GS	22.87	24.01	25.21	26.47	27.80	29.19		
Facility Maintenance Worker III	45	GS	25.24	26.51	27.83	29.22	30.68	32.22		
Finance Clerk I	32	GS	18.31	19.23	20.19	21.20	22.26	23.37		
Finance Clerk II	37	GS	20.72	21.75	22.84	23.98	25.18	26.44		
Finance Clerk III	41	GS	22.87	24.01	25.21	26.47	27.80	29.19		
Finance Director *	Contract		50.75				65.15			
Finance Officer *	141	MM	49.00	51.45	54.02	56.72	59.56	62.53		
Finance Specialist	41	GS	22.87	24.01	25.21	26.47	27.80	29.19		
Finance Supervisor	54	GS	31.53	33.10	34.76	36.49	38.32	40.23		
Financial Services Manager	136	MM	43.31	45.47	47.75	50.13	52.64	55.27		
Fire Battalion Chief	Flat	FM	55.60	58.38	61.30	64.37	67.59			
Fire Captain	Base	F	44.42	46.65	48.98	51.43	54.00			
Fire Chief **	Contract		60.01				77.93			
Fire Engineer	Base	F	35.47	37.24	39.11	41.06	43.12			
Fire Marshal	Flat	FM	51.15	53.71	56.40	59.22	62.18			
Fire Prevention Specialist I	Base	F	28.03	29.43	30.90	32.44	34.07			
Fire Prevention Specialist II	Base	F	30.14	31.64	33.23	34.89	36.63			
Firefighter	Base	F	33.97	35.67	37.45	39.33	41.29			
Firefighter Recruit	Base	F	30.58							
Fleet & Facilities Manager *	131	MM	38.28	40.19	42.20	44.31	46.53	48.85		
GIS Analyst	62	GS	38.41	40.33	42.35	44.46	46.69	49.02		

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GIS Technician I	49	GS	27.86	29.26	30.72	32.26	33.87	35.56		
GIS Technician II	53	GS	30.76	32.29	33.91	35.60	37.38	39.25		
Heavy Equipment Mechanic	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Housing Analyst I (formerly Redevelopment & Housing Analyst I)	124	MM	29.17	30.63	32.16	33.77	35.46	37.23		
Housing Analyst II (formerly Redevelopment & Housing Analyst II)	136	MM	32.20	33.81	35.50	37.28	39.14	41.10		
Human Resources Analyst I		C	31.70	33.28	34.95	36.69	38.53	40.45		
Human Resources Analyst II		C	35.86	37.66	39.54	41.51	43.59	45.77		
Human Resources Clerk		C	20.01	21.01	22.06	23.16	24.32	25.54		
Human Resources Manager		C	50.64	53.17	55.83	58.62	61.56	64.63		
Human Resources Technician I		C	23.79	24.98	26.22	27.54	28.91	30.36		
Human Resources Technician II		C	26.52	27.85	29.24	30.70	32.24	33.85		
Industrial Electrical/Electronics Technician	58	GS	34.80	36.54	38.36	40.28	42.30	44.41		
Information Technology Analyst	60	GS	36.56	38.39	40.31	42.32	44.44	46.66		
Information Technology Manager *	138	MM	45.50	47.77	50.16	52.67	55.30	58.07		
Information Technology Technician I	48	GS	27.18	28.54	29.97	31.47	33.04	34.69		
Information Technology Technician II	52	GS	30.01	31.51	33.08	34.74	36.47	38.30		
Infrastructure O & M Superintendent *	132	MM	39.23	41.20	43.26	45.42	47.69	50.07		
Junior Engineer *	121	MM	29.90	31.40	32.97	34.62	36.35	38.16		
Junior Planner *	113	MM	24.54	25.77	27.06	28.41	29.83	31.32		
Laboratory & Environmental Compliance Mgr *	129	MM	36.43	38.25	40.17	42.18	44.28	46.50		
Laboratory Supervisor *	127	MM	34.68	36.41	38.23	40.14	42.15	44.26		
Laboratory Technician I	43	GS	24.03	25.23	26.49	27.81	29.20	30.66		
Laboratory Technician II	47	GS	26.52	27.85	29.24	30.70	32.24	33.85		
Librarian I *	114	MM	25.16	26.41	27.73	29.12	30.58	32.11		
Librarian II *	118	MM	27.77	29.16	30.61	32.14	33.75	35.44		
Librarian III *	122	MM	30.65	32.18	33.79	35.48	37.25	39.12		
Library Services Director *	Contract		42.49				54.55			
Library Technical Assistant I	29	GS	17.00	17.85	18.75	19.68	20.67	21.70		
Library Technical Assistant II	33	GS	18.77	19.71	20.69	21.73	22.81	23.96		
Library Technical Assistant III	37	GS	20.72	21.75	22.84	23.98	25.18	26.44		
Light Equipment Mechanic	41	GS	22.87	24.01	25.21	26.47	27.80	29.19		
Literacy Coordinator	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Maintenance Supervisor	53	GS	30.76	32.29	33.91	35.60	37.38	39.25		
Maintenance Worker I	35	GS	19.72	20.71	21.74	22.83	23.97	25.17		
Maintenance Worker II	40	GS	22.31	23.43	24.60	25.83	27.12	28.48		
Maintenance Worker III	44	GS	24.63	25.86	27.15	28.51	29.93	31.43		
Management Analyst I *	120	MM	29.17	30.63	32.16	33.77	35.46	37.23		
Management Analyst II *	125	MM	33.01	34.66	36.39	38.21	40.12	42.12		
Marketing and Business Relations Specialist *	120	MM	29.17	30.63	32.16	33.77	35.46	37.23		
Meter Services Technician	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Office Manager *	115	MM	25.78	27.07	28.43	29.85	31.34	32.91		
Operations and Maintenance Superintendent *	137	MM	44.39	46.61	48.94	51.39	53.96	56.65		
Park Maintenance Technician	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Park Maintenance Worker I	35	GS	19.72	20.71	21.74	22.83	23.97	25.17		
Park Maintenance Worker II	39	GS	21.77	22.86	24.00	25.20	26.46	27.78		
Park Maintenance Worker III	43	GS	24.03	25.23	26.49	27.81	29.20	30.66		
Park Planner *	132	MM	39.23	41.20	43.26	45.42	47.69	50.07		
Park Superintendent *	132	MM	39.23	41.20	43.26	45.42	47.69	50.07		
Park Supervisor	51	GS	29.27	30.74	32.27	33.89	35.58	37.36		
Planning Manager *	140	MM	47.80	50.19	52.70	55.34	58.10	61.01		
Police Captain ** (aka Deputy Chief)	Base	PM	59.56	62.54	65.67	68.95	72.40	76.02	79.82	83.81
Police Chief **	Contract		75.57				99.43			
Police Crime and Intelligence Analyst *	Base	PS	28.02	29.43	30.90	32.44	34.06			

CITY OF WOODLAND - SALARY SCHEDULE
Effective April 1, 2022
REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Police Lieutenant **	Base	PM	54.19	56.90	59.75	62.73	65.87	69.16	72.62	76.25
Police Officer **	Base	P	33.21	34.87	36.61	38.44	40.37	42.39	44.50	0.00
Police Officer Recruit (Non-Safety)	Base		29.89							
Police Records Manager *	120	MM	29.17	30.63	32.16	33.77	35.46	37.23		
Police Records Specialist *	Base	P	19.40	20.37	21.39	22.46	23.58	0.00		
Police Records Supervisor	Base	PS	26.29	27.60	28.98	30.43	31.95	0.00		
Police Sergeant **	Base	PS	38.42	40.34	42.35	44.47	46.70	49.03	51.48	54.06
Pool and Recreation Facility Technician (formerly Pool Facility Technician)	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Pool Facility Technician	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Principal Civil Engineer *	141	MM	49.00	51.45	54.02	56.72	59.56	62.53		
Principal Planner *	136	MM	43.31	45.47	47.75	50.13	52.64	55.27		
Principal Utilities Civil Engineer *	141	MM	49.00	51.45	54.02	56.72	59.56	62.53		
Public Works Director *	Contract		60.01				77.93			
Public Works O&M Infrastructure Admin	141	MM	49.00	51.45	54.02	56.72	59.56	62.53		
Purchasing Manager *	123	MM	31.42	32.99	34.64	36.37	38.19	40.10		
Recreation Coordinator	36	GS	20.21	21.22	22.28	23.40	24.57	25.80		
Recreation Superintendent *	131	MM	38.28	40.19	42.20	44.31	46.53	48.85		
Recreation Supervisor	50	GS	28.56	29.99	31.49	33.06	34.71	36.45		
Redev. & Housing Analyst I * (renamed to Housing Analyst I)	120	MM	29.17	30.63	32.16	33.77	35.46	37.23		
Redev. & Housing Analyst II * (renamed to Housing Analyst II)	124	MM	32.20	33.81	35.50	37.28	39.14	41.10		
Redevelopment Manager *	136	MM	43.31	45.47	47.75	50.13	52.64	55.27		
Secretary to City Manager		C	26.72	28.05	29.46	30.93	32.48	34.10		
Senior Accountant *	125	MM	33.01	34.66	36.39	38.21	40.12	42.12		
Senior Application Analyst *	132	MM	39.23	41.20	43.26	45.42	47.69	50.07		
Senior Associate Civil Engineer *	134	MM	41.22	43.28	45.45	47.72	50.10	52.61		
Senior Building Inspector	57	GS	33.95	35.65	37.43	39.30	41.27	43.33		
Senior Building Plans Examiner	58	GS	34.80	36.54	38.36	40.28	42.30	44.41		
Senior Center Manager *	120	MM	29.17	30.63	32.16	33.77	35.46	37.23		
Senior Civil Engineer *	138	MM	45.50	47.77	50.16	52.67	55.30	58.07		
Senior Construction Project Manager *	131	MM	38.28	40.19	42.20	44.31	46.53	48.85		
Senior Engineering Assistant	58	GS	34.80	36.54	38.36	40.28	42.30	44.41		
Senior Equipment Mechanic	50	GS	28.56	29.99	31.49	33.06	34.71	36.45		
Senior Human Resources Analyst		C	41.24	43.30	45.47	47.74	50.13	52.64		
Senior Maintenance Worker	45	GS	26.52	27.85	29.24	30.70	32.24	33.85		
Senior Management Analyst *	131	MM	38.28	40.19	42.20	44.31	46.53	48.85		
Senior Planner *	132	MM	39.23	41.20	43.26	45.42	47.69	50.07		
Senior Police Records Specialist *	Base	P	21.34	22.41	23.53	24.71	25.94	0.00		
Senior Signs and Markings Technician	45	GS	25.24	26.51	27.83	29.22	30.68	32.22		
Senior Systems Analyst *	132	MM	39.23	41.20	43.26	45.42	47.69	50.07		
Senior Traffic Signal/Street Lighting Tech	60	GS	36.56	38.39	40.31	42.32	44.44	46.66		
Senior Tree Trimmer	45	GS	25.24	26.51	27.83	29.22	30.68	32.22		
Senior Utilities Maintenance Worker (Sewer)	54	GS	31.53	33.10	34.76	36.49	38.32	40.23		
Senior Utilities Maintenance Worker (Water)	54	GS	31.53	33.10	34.76	36.49	38.32	40.23		
Senior Water Pollution Control Operator	67	GS	43.46	45.63	47.91	50.31	52.82	55.46		
Senior Water System Operator	50	GS	28.56	29.99	31.49	33.06	34.71	36.45		
Senior Water/Wastewater Instrumentation Tech	66	GS	42.40	44.52	46.74	49.08	51.53	54.11		
Signs and Markings Tech I	39	GS	21.77	22.86	24.00	25.20	26.46	27.78		
Signs and Markings Tech II	43	GS	24.03	25.23	26.49	27.81	29.20	30.66		
Social Services Manager *	132	MM	39.23	41.20	43.26	45.42	47.69	50.07		
Sports Manager *	125	MM	33.01	34.66	36.39	38.21	40.12	42.12		
Stock Clerk	32	GS	18.31	19.23	20.19	21.20	22.26	23.37		
Storekeeper	35	GS	19.72	20.71	21.74	22.83	23.97	25.17		

CITY OF WOODLAND - SALARY SCHEDULE

Effective April 1, 2022

REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Traffic Signal / Street Lighting Technician	56	GS	33.12	34.78	36.52	38.34	40.26	42.27		
Transportation Engineer *	134	MM	41.22	43.28	45.45	47.72	50.10	52.61		
Treatment Plant Mechanic	54	GS	31.53	33.10	34.76	36.49	38.32	40.23		
Treatment Plant Superintendent	137	MM	44.39	46.61	48.94	51.39	53.96	56.65		
Tree Trimmer I	39	GS	21.77	22.86	24.00	25.20	26.46	27.78		
Tree Trimmer II	43	GS	24.03	25.23	26.49	27.81	29.20	30.66		
Underground Utility Service Locator	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Utilities Administrator*	141	MM	49.00	51.45	54.02	56.72	59.56	62.53		
Utilities Maintenance Supervisor	53	GS	30.76	32.29	33.91	35.60	37.38	39.25		
Utilities Maintenance Worker I	37	GS	20.72	21.75	22.84	23.98	25.18	26.44		
Utilities Maintenance Worker II	42	GS	23.44	24.61	25.84	27.14	28.49	29.92		
Utilities Maintenance Worker III (Sewer)	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Utilities Maintenance Worker III (Water)	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Utilities Maintenance Worker IV (Sewer)	50	GS	28.56	29.99	31.49	33.06	34.71	36.45		
Utilities Maintenance Worker IV (Water)	50	GS	28.56	29.99	31.49	33.06	34.71	36.45		
Wastewater Systems Administrator *	141	MM	49.00	51.45	54.02	56.72	59.56	62.53		
Water / Wastewater Instrumental Technician	62	GS	38.41	40.33	42.35	44.46	46.69	49.02		
Water Pollution Control Facility Superintendent *	141	MM	49.00	51.45	54.02	56.72	59.56	62.53		
Water Pollution Control O-I-T	40	GS	22.31	23.43	24.60	25.83	27.12	28.48		
Water Pollution Control Operator I	51	GS	29.27	30.74	32.27	33.89	35.58	37.36		
Water Pollution Control Operator II	55	GS	32.31	33.93	35.63	37.41	39.28	41.24		
Water Pollution Control Operator III	59	GS	35.67	37.45	39.32	41.29	43.35	45.52		
Water Pollution Control Operator IV	63	GS	39.37	41.34	43.41	45.58	47.85	50.25		
Water Systems Administrator *	141	MM	49.00	51.45	54.02	56.72	59.56	62.53		
Water Systems Operator I	40	GS	22.31	23.43	24.60	25.83	27.12	28.48		
Water Systems Operator II	45	GS	25.24	26.51	27.83	29.22	30.68	32.22		

TEMPORARY PART-TIME EMPLOYEES - HOURLY WAGES

			A STEP	B STEP	C STEP	D STEP	E STEP			
Activity Leader I			\$15.00	\$15.25	\$15.50	\$15.75	\$16.00			
Activity Leader II			\$15.75	\$16.00	\$16.25	\$16.50	\$16.75			
Activity Manager			\$16.25	\$16.50	\$16.75	\$17.00	\$17.25			
Cashier			\$15.00	\$15.25	\$15.50	\$15.75	\$16.00			
Counselor			\$15.00	\$15.25	\$15.50	\$15.75	\$16.00			
Intern			\$15.00	\$15.50	\$16.00	\$16.50	\$17.00			
Library Page			\$15.00	\$15.25	\$15.50	\$15.75	\$16.00			
Lifeguard / Aide			\$16.25	\$16.50	\$16.75	\$17.00	\$17.25			
Lifeguard / Instructor			\$16.75	\$17.00	\$17.25	\$17.50	\$17.75			
Pool Manager			\$18.00	\$18.25	\$18.50	\$18.75	\$19.00			
Recreation Facility Aide			\$17.75	\$18.00	\$18.25	\$18.50	\$18.75			
Special Program Coordinator			\$17.50	\$17.75	\$18.00	\$18.25	\$18.50			
Swim Instructor Aide			\$15.00	\$15.25	\$15.50	\$15.75	\$16.00			
			Approved by City Council: April 19, 2022							



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 19, 2022
ITEM #: I.7
SUBJECT: Second Reading and Adoption of Safe Firearms Storage Ordinance

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1684, an ordinance of the City Council of the City of Woodland, California adding Chapter 9.64, "Safe Firearm Storage," to Title 9 of the Woodland Municipal Code.

Background:

At the April 5, 2022 Council meeting, the City Council voted to introduce and waive the first reading of Ordinance No. 1684.

Should the Council choose to waive the second reading and adopt Ordinance No. 1684 at tonight's meeting, the Ordinance would be effective May 19, 2022, thirty days from the second reading.

Prepared by: Ana B. Gonzalez, City Clerk



Ken Hiatt
City Manager

Attachments:

1. Ord_1684 Safe Firearm Storage

ORDINANCE NO. 1684

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ADDING CHAPTER 9.64, "SAFE FIREARM STORAGE," TO TITLE 9 OF THE WOODLAND MUNICIPAL CODE

WHEREAS, the City of Woodland, California ("City") does not presently regulate firearm storage within residential locations; and

WHEREAS, firearm injuries have a significant adverse public health and safety impact nationally, regionally, and locally; and

WHEREAS, improperly stored firearms may result in accidental firearm injuries and/or deaths, particularly in homes with children; and

WHEREAS, in California, numerous people die each year from injuries related to firearms, and many more are hospitalized for non-fatal gunshot wounds; and

WHEREAS, having a loaded or unlocked firearm in the home has been associated with an increased risk of firearm-related injury and death, as well as theft of the firearm; and

WHEREAS, a firearm stored while loaded or unlocked increases the risk of an accidental shooting, and has been associated with higher risks of suicide; and

WHEREAS, quick access to a loaded firearm heightens the risk that a young person's impulsive decision to commit suicide will be carried out without reflection or seeking help, and that the impulsive attempt will be fatal; and

WHEREAS, utilizing gun locks or lock boxes when storing firearms in the home reduces the risk of firearm injury and death, as well as theft; and

WHEREAS, keeping a firearm locked when it is not being carried ensures that it cannot be accessed or used by others without the owner's knowledge or permission, decreasing the risk that the gun will be used to commit suicide, homicide, or inflict injury, whether intentionally or unintentionally; and

WHEREAS, the International Association of Chiefs of Police and the American Academy of Pediatrics recommend the safe storage of firearms; and

WHEREAS, both gun control and gun rights activists, including the National Rifle Association, endorse the use of locking devices when storing firearms to ensure that unauthorized and untrained persons cannot access firearms to inflict injury or cause death; and

WHEREAS, requiring stored, unsupervised firearms to be secured with gun locks or in a locked container does not substantially burden the right or ability to use firearms for self-defense in the home; and

WHEREAS, the proposed locking requirements apply to firearms that are not being legally carried. Legal firearm owners and adults over 18 may still carry loaded and unlocked firearms in their home at any time. The safe storage requirements also permit legal owners to store their firearms fully loaded if they wish; and

WHEREAS, firearm security does not preclude quick access. Portable lockboxes with simplex or biometric locks can store loaded handguns such that they are always within easy reach on counters, tables, or

nightstands. Such safely stored handguns may be more quickly and easily retrieved for use in self-defense than unlocked handguns hidden away in seldom-used or remote locations; and

WHEREAS, the City Council finds that requiring safe storage of firearms would constitute a sensible safety regulation and would not be unduly burdensome for firearm owners.

THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The above recitals are incorporated as though set forth in this section.

SECTION 2. Adoption. Chapter 9.64, containing sections 9.64.010 through 9.64.040, is hereby added to the Woodland Municipal Code, to read as follows:

“Chapter 9.64 SAFE FIREARM STORAGE

9.64.010 Definitions.
9.64.020 Prohibitions.
9.64.030 Exceptions.
9.64.040 Penalty.

9.64.010 Definitions.

A. “Firearm” means a firearm as defined in California Penal Code Section 16520, as amended from time to time.

B. “Locked container” means a locked container as defined in California Penal Code Section 16850, as amended from time to time, and is listed on the California Department of Justice Bureau of Firearms roster of approved firearm safety devices.

C. “Residence” means any structure intended or used for human habitation, including but not limited to houses, apartments, condominiums, rooms, in-law units, accessory dwelling units, motels, hotels, single room occupancy units (SROs), timeshares, mobile homes, and recreational and other vehicles where human habitation occurs.

D. “Trigger lock” means a trigger lock that is listed on the California Department of Justice’s roster of approved firearms safety devices and that is identified as appropriate for that firearm by reference to either the manufacturer and model of the firearm or to the physical characteristics of the firearm that match those listed on the roster for use with the device under California Penal Code Section 23635.

9.64.020 Prohibitions.

No person shall keep a firearm within any residence unless the firearm is stored in a locked container or disabled with a trigger lock.

9.64.030 Exceptions.

A. The requirements of section 9.64.020 do not apply when a firearm is carried on the person of, or is otherwise in the immediate control and possession of, an individual in accordance with applicable local, state, and/or federal laws.

B. This Chapter does not apply when a firearm is carried on the person of, or is otherwise in the immediate control and possession of a peace officer (as defined in California Penal Code sections 830 et seq.,

as may be amended from time to time).

C. It is not the intention of this Chapter to regulate any conduct if the regulation of such conduct has been preempted by state or federal law.

9.64.040 Penalty.

Every violation of this Chapter shall constitute a misdemeanor and upon conviction shall be punished in accordance with Section 1.08.070.”

SECTION 3. CEQA. The adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be determined that the proposed project will not have a significant adverse effect on the environment, the project is not subject to CEQA. This Ordinance sets requirements for safe storage of firearms in residential locations, and does not propose nor authorize any action or specific project that would have the potential to cause a significant adverse effect on the environment.

SECTION 4. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable, or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 5. Publication; Effective Date. This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

INTRODUCED at a regular meeting of the City Council held on the 5th day of April, 2022 and **PASSED AND ADOPTED** by the City Council of the City of Woodland at a regular meeting of the City Council held on the 19th day of April, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 19, 2022
ITEM #: I.8
SUBJECT: Resolution to Oppose Ballot Measure Restricting Voters' Input and Local Taxing Authority

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, opposing a possible November 2022 ballot measure that would restrict voter input and severely limit local taxing authority.

Staff Contact:

Spencer Bowen, Communications Manager & Policy Analyst | spencer.bowen@cityofwoodland.org

Report in Brief:

City staff recommends that the City Council officially oppose a possible future ballot measure that would severely limit Woodland's ability to provide services such as public safety, youth programming, and more. This complex measure would limit voter input, restrict local fee and tax authority, restrict the city's ability to levy fines, restrict local ability to provide services, and more. Simply put, the measure would take away much of Woodland voters' ability to pass measures and fund services they deem important for our community.

Background:

In 2018, the "Tax Fairness, Transparency and Accountability Act" or (AG# 17-0050 Amdt. #1), was being circulated to qualify for the November 2018 ballot. This initiative would have drastically limited local revenue authority. Partially due to advocacy by local governments and the League of California Cities ("CalCities," of which Woodland is a member), the measure's proponents withdrew the initiative in June 2018.

On January 4, 2022, the California Business Roundtable filed the Taxpayer Protection and Government Accountability Act or AG# 21-0042A1. This measure is similar to the 2018 version, but would likely be even more detrimental to local and state public services.

Cal Cities, along with a broad coalition including local governments, opposes this initiative. Staff believes it would be beneficial for Woodland to join this coalition with a Council resolution.

Discussion:

As detailed in the attached analysis from the California Legislative Analyst's Office, the Legislature's nonpartisan fiscal and policy advisor, this initiative will likely lead to "major fiscal effects" including "potentially substantially lower" local revenues. These same impacts are summarized in the Attorney General's official measure summary for the ballot, also attached.

The proposed measure would likely:

Limit voter authority and accountability

- Prohibits voters from providing direction on how local dollars should be spent by prohibiting local advisory measures.
- Invalidates the 2017 Upland decision that allows a majority of local voters to pass special taxes. Taxes proposed by the Initiative are subject to the same rules as taxes placed on the ballot by a city council.

Restrict authority of state and local governments to issue fines and penalties for violations of law

- Requires voter approval of fines, penalties, and levies for corporations and property owners that violate state and local laws unless a new, undefined adjudicatory process is used to impose the fines and penalties.

Restrict local tax authority to provide local services

- Requires voter approval to expand existing taxes (for example, TOT) to new territory (such as annexation) or expanding the base (e.g., new utility service).
- City charters may not be amended to include a tax or fee.
- New taxes can be imposed only for a specific time period.
- Taxes adopted after January 1, 2022 that do not comply with the new rules will be voided unless reenacted.
- Prohibits any surcharge on property tax rate and allocation of property tax to state.

The sum total of these likely changes would jeopardize billions of dollars statewide currently dedicated to critical state and local services. It could force cuts to public schools, fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, and more all while undermining voters' ability to pass measures and share their input on how to spend local resources.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, opposing a possible November 2022 ballot measure that would restrict voter input and severely limit local taxing authority.



Ken Hiatt
City Manager

Attachments:

1. CA AG Title and Summary (21-0042A1)
2. LAO Analysis
3. Woodland Resolution Opposing AG# 21-0042A1

The Attorney General of California has prepared the following title and summary of the chief purpose and points of the proposed measure:

**LIMITS ABILITY OF VOTERS AND STATE AND LOCAL GOVERNMENTS TO
RAISE REVENUES FOR GOVERNMENT SERVICES. INITIATIVE**

CONSTITUTIONAL AMENDMENT. For new or increased state taxes currently enacted by two-thirds vote of Legislature, also requires statewide election and majority voter approval. Limits voters' ability to pass voter-proposed local special taxes by raising vote requirement to two-thirds. Eliminates voters' ability to advise how to spend revenues from proposed general tax on same ballot as the proposed tax. Expands definition of "taxes" to include certain regulatory fees, broadening application of tax approval requirements. Requires Legislature or local governing body set certain other fees. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local governments: **Lower annual state and local revenues, potentially substantially lower, depending on future actions of the Legislature, local governing bodies, voters, and the courts.** (21-0042A1.)



January 19, 2022

Hon. Rob Bonta
Attorney General
1300 I Street, 17th Floor
Sacramento, California 95814

Attention: Ms. Anabel Renteria
Initiative Coordinator

Dear Attorney General Bonta:

Pursuant to Elections Code Section 9005, we have reviewed the proposed constitutional Taxpayer Protection and Government Accountability Act initiative (A.G. File No. 21-0042, Amendment #1).

Background

State Government

Taxes and Fees. This year's state budget spends over \$255 billion in state funds. Over 90 percent of the state budget is funded with revenues from taxes. These include, for example, sales taxes paid on goods and income taxes paid on wages and other sources of income. Much of the rest of the state budget is funded by fees and other charges. Examples include: (1) charges relating to regulatory activities; (2) charges for specific government services or products, like fees charged to drivers to improve roads; (3) charges for entering state property, such as a state park; and (4) judicial fines, penalties, and other charges. The State Constitution requires the state to set fees at a reasonable level, generally reflecting the costs of the services or benefits provided. The state uses revenue from taxes and fees to fund a variety of programs and services, including education, health care, transportation, and housing and homelessness services.

Current Requirements to Approve Taxes and Fees. Under the State Constitution, state tax increases require approval by two-thirds of each house of the Legislature or a majority vote of the statewide electorate. The Legislature can reduce taxes with a majority vote of each house, provided the change does not result in an increase in taxes paid by any single taxpayer. In many cases, the Legislature has enacted statutes that delegate its authority to adjust fees and other


Legislative Analyst's Office
California Legislature
Gabriel Petek, Legislative Analyst
925 L Street, Suite 1000, Sacramento, CA 95814
(916) 445-4656

charges to administrative entities, like state departments. In these cases, these charges can be increased or changed by the department within certain limits.

Local Government

Taxes and Fees. The largest local government tax is the property tax, which raises roughly \$75 billion annually. Other local taxes include sales taxes, utility taxes, and hotel taxes. In addition to these taxes, local governments levy a variety of fees and other charges. Examples include parking meter fees, building permit fees, regulatory fees, and judicial fines and penalties. In order to be considered a fee, the charge cannot exceed the reasonable costs to the local government of providing the associated product or service. Local governments use revenues from taxes and fees to fund a variety of services, like fire and police, public works, and parks.

Current Requirements to Approve Taxes and Fees. State law requires increases in local taxes to receive approval of the local governing body—for example, a city council or county board of supervisors—as well as approval of voters in that local jurisdiction. Most proposed taxes require a two-thirds vote of the local governing board before being presented to the voters. Special taxes (those used for a specific purpose) require a two-thirds vote of the electorate while other types of taxes require a majority vote of the electorate. The majority-vote general taxes can be used for any purpose. Recent case law suggests that citizen initiative special taxes may be approved by majority vote, rather than a two-thirds vote. Currently, local governing bodies have the ability to delegate their authority to adjust fees and other charges to administrative entities, like city departments. In these cases, these charges can be increased or changed by the department within certain limits.

Proposal

This measure amends the State Constitution to change the rules for how the state and local governments can impose taxes, fees, and other charges.

State and Local Government Taxes

Expands Definition of Tax. The measure amends the State Constitution to expand the definition of taxes to include some charges that state and local governments currently treat as fees and other charges. For example, certain charges imposed for a benefit or privilege granted to a payer but not granted to those not charged would no longer be considered fees. As a result, the measure could increase the number of revenue proposals subject to the higher state and local vote requirements for taxes discussed below.

Requires Voter Approval for State Taxes. The measure increases the vote requirements for increasing state taxes. Specifically, the measure requires that legislatively proposed tax increases receive approval by two-thirds of each house *and* a majority vote of the statewide electorate. Voters would still be able to increase taxes by majority vote of the electorate without legislative action, however. Any state tax approved between January 1, 2022 and the effective date of this measure would be nullified unless it fulfills the requirements of the measure.

Requirements for Approving Local Taxes. Whether sought by the local governing body or the electorate, the measure establishes the same approval requirements for increasing local

special taxes. Any local tax approved between January 1, 2022 and the effective date of this measure would be nullified unless it fulfills the requirements of the measure.

Allowable Uses and Duration of State and Local Tax Revenues Must Be Specified. The measure requires state and local tax measures to identify the type and amount (or rate) of the tax and the duration of the tax. State and local government general tax measures must state that the revenue can be used for general purposes.

State and Local Government Fees

Requires the Legislature and Local Government Bodies to Impose State and Local Fees. Fees would have to be imposed by a majority vote of both houses of the Legislature or local governing bodies. The measure would restrict the ability of state and local governments to delegate fee changes to administrative entities. The extent of these restrictions would depend on future court decisions. Any fee approved between January 1, 2022 and the effective date of this measure would be nullified unless it fulfills the requirements of the measure.

Some New State and Local Fees Could Not Exceed Actual Costs. For some categories of fees, if the Legislature or a local governing body wished to impose a new fee or make changes to an existing fee, the measure generally would require that the charge be both reasonable and reflect the actual costs to the state or local government of providing the service. The measure also specifies that actual cost should not exceed “the minimum amount necessary.” In many cases, existing fees already reflect the government’s actual costs. In other cases, some fees would have to more closely approximate the payer’s actual costs in order to remain fees. If a fee payer challenged the charge, the state or local government would need to provide clear and convincing evidence that the fee meets this threshold. State and local governments also would bear the burden of providing clear and convincing evidence that the levy is a fee—which is not subject to a vote by the electorate—and not a tax under the new definition.

Fiscal Effects

Lower State Tax and Fee Revenue. By expanding the definition of a tax, increasing the vote requirements for approving taxes, and restricting administrative changes to fees, the measure makes it harder for the Legislature to increase nearly all types of state revenues. The extent to which revenues would be lower under the measure would depend on various factors, most notably future decisions made by the Legislature and voters. For example, requirements for legislative approval of fee increases currently set administratively could result in lower fee revenues, depending on future votes of the Legislature. That lower revenue could be particularly notable for some state programs largely funded by fees. Due to the uncertainty of these factors, we cannot estimate the amount of reduced state revenue, but it could be substantial.

Lower Local Government Tax and Fee Revenue. Compared to the state, local governments generally face greater restrictions to raising revenue. By expanding the definition of taxes and restricting administrative changes to fees, the measure would make it somewhat harder for local governments to raise revenue. Consequently, future local tax and fee revenue could be lower than they would be otherwise. The extent to which revenues would be lower is unknown, but

fees could be more impacted. The actual impact on local government revenue would depend on various factors, including future decisions by the courts, local governing bodies, and voters.

Possible Increased State and Local Administrative Costs to Change Some Fee Levels. In some cases, state and local departments would need to develop methods for setting fees to reflect actual costs if the Legislature or local governing bodies wanted to change those fees in the future. Estimating actual costs by program and fee source could involve some added workload for those state and local departments, which likely would be supported by fee revenue. The extent of these administrative costs would depend on (1) whether the state and local governments determine a fee increase is needed in order to maintain their current level of programs and services funded through fee revenue and (2) future court decisions.

Summary of Fiscal Effects. We estimate that this measure would have the following major fiscal effects:

- Lower annual state and local revenues, potentially substantially lower, depending on future actions of the Legislature, local governing bodies, voters, and the courts.

Sincerely,

for Gabriel Petek
Legislative Analyst

for Keely Martin Bosler
Director of Finance

City of Woodland Resolution to Oppose Initiative 21-0042A1

WHEREAS, a business organization is currently gathering signatures to place Initiative 21-0042A1 - the “Taxpayer Protection and Government Accountability Act” - on California’s November 2022 ballot; and

WHEREAS, this measure’s title is deceptive, as its clear goal is to make it more difficult for local governments to implement voter-approved taxes and fees to fund public services; and

WHEREAS, the California Legislative Analyst’s Office, the Legislature’s nonpartisan fiscal and policy advisor, predicts that the initiative will lead to “major fiscal effects” including “lower annual state and local revenues, potentially substantially lower”; and

WHEREAS, the measure includes provisions that would limit voter input by prohibiting advisory measures where voters provide direction on how they want their tax dollars spent; and

WHEREAS, the measure makes it more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health, and public safety; and

WHEREAS, the measure puts hundreds of millions of dollars currently dedicated to state and local services at risk, and may force cuts to public schools, fire and emergency response, law enforcement, public parks, libraries, affordable housing, and more; and

WHEREAS, the measure would also reduce funding for critical infrastructure like streets and roads, public transportation, drinking water, utilities, and more; and

WHEREAS, the measure’s text is so confusing that Pulitzer Prize-winning journalist Michael Hiltzik describes it as “hopelessly complex and so vague in many of its provisions that it’s bound to foment legal challenges that will land municipalities in court, at the expense of the taxpayers the measure purports to protect”; and

WHEREAS, despite the measure’s complex text, its impact will be simple: this measure will limit Woodland’s ability to fund the public services that help our town and neighbors thrive.

THEREFORE, BE IT RESOLVED that the City of Woodland opposes Initiative 21-0042A1.

THEREFORE, BE IT FURTHER RESOLVED that the City of Woodland will join the NO on Initiative 21-0042A1 coalition, a growing group of public safety professionals, local governments, infrastructure advocates, and other organizations throughout the state.

PASSED, APPROVED, AND ADOPTED on April 19, 2022.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 19, 2022
ITEM #: I.9
SUBJECT: Transportation Development Act Claims

Recommendation for Action: Staff recommends that the City Council adopt Resolution No.____, authorizing the filing of the annual Transportation Development Act Claims with the Sacramento Area Council of Governments.

Staff Contact:

Evis Morales, Finance Officer, (530) 661-5923, evismorales@cityofwoodland.org

Fiscal Impact:

Transportation Development Act (TDA) claims include allocated funding for fiscal years: FY2011/12 \$54,119, FY2014/15 \$87,535, FY2017/18 \$2,718,286, FY2018/19 \$3,087,165, FY2019/20 \$3,658,647, FY2020/21 \$3,539,504, FY2021/22 \$4,131,493.

Approximately 48% of the funding claimed will be used for expenses already incurred and paid-out to the Yolo County Transportation District (YCTD) for Fiscal Years FY2012 through FY2021 for the provision of public services and 52% of the claim will be allocated to partially offset expenses incurred for annual street maintenance citywide.

For fiscal year 2022, 49% of the claimed allocation will be allocated to YCTD for budgeted provision of public services and 51% of the claim will be allocated to partially offset budgeted annual street maintenance citywide.

TDA funds, along with gas tax funding, provide the revenue that supports the City's road maintenance programs. The combined revenues of these two sources generally fall short of the annual required appropriations. Measure F, the City's 1/2 cent sales tax, provides supplemental funding through its annual spending plan to help offset the total cost of these programs.

Background:

Each year the City of Woodland receives an apportionment of funds under the State Transportation Development Act (TDA) for support of public transportation services. One allocation is the Local Transportation Funding (LTF) which includes deposited revenues from 1/4 percent of the sales tax collected on all retail sales in the County. The County-wide LTF is apportioned to the local jurisdictions annually based on population. The second source of funds is an appropriation by the State to the State Transit Assistance (STA) account, and is funded through a portion of the sales tax on diesel fuel. These funds are administered by the Sacramento Area Council of Governments (SACOG).

City staff has been working with SACOG staff to receive TDA allocations on older claims that had residual balances and on prior year claims that required revisions. These claims have been reviewed by SACOG and are now ready for submission.

Discussion:

By law, the first priority for the use of Woodland's LTF allocations is for transit needs. These transit requirements are handled by the Yolo County Transportation District (YCTD), which submits its annual budget to the City for payment. Any remaining dollars are available for street maintenance, striping, signs, etc., as detailed in the City's operating budget. STA allocations have not historically been a consistent source of funds

available to the City. Any allocation of STA was required to be spent only on transit capital needs; no amounts were permitted for administration or street maintenance. Due to the fuel tax swap enacted by the state in March 2010, this restriction has been temporarily lifted, and STA funds are allowed to be used for operations.

YCTD has made a concerted effort to manage their annual operating costs. However, the District's budget has continued to increase each year. As the costs of transit services increase, the amount of funding remaining and available for the City's street maintenance program has been decreasing and will continue to decrease over time, especially given the instability of TDA funding. The City's long-term transportation funding plan takes this projected reduction in available funding into account, and results in an increased reliance on Measure F (local ½-cent sales tax) or other supplemental funding in future years.

Conclusion:

Staff recommends that the City Council adopt Resolution No.____, authorizing the filing of the annual Transportation Development Act Claims with the Sacramento Area Council of Governments.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kim McKinney, Director of Administrative Services

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. TDA Resolution FY2021-22 Claim

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AUTHORIZING FILING OF ANNUAL TRANSPORTATION DEVELOPMENT ACT CLAIMS FOR MULTIPLE FISCAL YEARS WITH THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS.

WHEREAS the Sacramento Area Council of Governments provides funding for municipalities for the state's Local Transportation Funds; and

WHEREAS the City of Woodland receives annual apportionment of funds under the State Transportation Development Act (TDA) for the support of public transportation services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND HEREBY RESOLVES:

Section 1: In accordance with Chapter 1400, Statutes 197; Chapter 161 and 1002; Statutes 1979; and applicable rules and regulations, the City of Woodland is entitled to file a claim for Transportation Development Act apportionment.

Section 2: The Finance Officer of the City of Woodland is hereby authorized to complete and file with the Sacramento Area Council of Governments the 2011/12, 2014/15, 2017/18, 2018/19, 2019/20, 2020/21, and 2021/22 claims for Local Transportation Funds and State Transit Assistance funds.

PASSED AND ADOPTED by the City Council this 19th day of April, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayra Vega, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 19, 2022
ITEM #: I.10
SUBJECT: 5-Year Agreement with Axon Enterprise, Inc. for Products and Services Related to Body-Worn Cameras, In-Car Cameras and Tasers for the Police Department in the Amount of \$1,340,519

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____,

1. Affirming the City Manager's determination that the City's public bidding requirement could be dispensed with for the 5-year agreement with Axon Enterprise, Inc., for products and services related to body-worn cameras, in-car cameras and Tasers for the Police Department in the amount of \$1,340,519; and
2. Authorizing the City Manager to sign the agreement; and
3. Authorizing the City Manager to allocate \$1,120,148 in American Rescue Plan Act funds previously approved for Public Safety Infrastructure.

Staff Contact

Lieutenant Heath Parsons, (530) 661-7845, heath.parsons@cityofwoodland.org

Council Goal

This recommendation supports three of the four Council goals: (1) Improve Quality of Life; (2) Strengthen Public Safety & Infrastructure; and (3) Enhance Governance and Fiscal Responsibility.

Fiscal Impact

The City Council recently supported a spending plan for American Rescue Plan (ARP) Act funds that allocated \$1.5 million for Public Safety Infrastructure, which includes the purchase of replacement body-worn cameras (BWC), in-car cameras and Tasers for the Police Department. That initial allocation was based on the most recent quote at the time from Axon Enterprise, Inc., which included replacement of interview room cameras. Since then, Police Department staff has had meetings with Axon for better understanding of the equipment and how well it is integrated. Consequently, the Department has determined that the BWCs will function sufficiently in the interview rooms, thereby negating the need for separate cameras. The final quote (attached) has a revised total cost of \$1,340,519.

The Police Department has recurring General Fund appropriations for the annual maintenance of in-car cameras and Tasers; this existing funding will be used toward payment of the Axon agreement. The table below summarizes the fiscal impact of this agreement:

Axon Enterprise, Inc.	\$ 1,340,519	5 year contract for BWC, ICC, Tasers
PD Existing Line Items	\$ (220,371)	Total appropriation for the next 5 years
New funding needed	\$ 1,120,148	ARP funding

Pricing for all equipment is obtained via a national cooperative agreement through the National Association of State Procurement Officials. The lead state master agreement was negotiated by the State of Oklahoma and utilized by 35 states, including California and the District of Columbia. The agreement and all associated documents are available online: <https://www.naspovaluepoint.org/portfolio/public-safety-video-systems-2017-2022/axon-formerly-taser-international-inc/>

The table below summarizes the contract line items:

	Qty	Total
In-car Cameras	27	\$ 284,543
BWCs & Tasers	81	\$ 1,022,950
Associated Hardware		\$ 6,666
Associated Software		\$ 9,360
Axon Services		\$ 17,000
TOTAL		\$ 1,340,519

Annual payment for the next five years is shown below. The large installments for the first two years are necessary to spend ARP funds in a timely fashion and allow the City to report on expenses per the ARP requirements.

	FY23	FY24	FY25	FY26	FY27	Totals
ARP	\$ 560,074	\$ 560,074				
Gen Fund	\$ 41,194	\$ 41,571	\$ 43,650	\$ 45,832	\$ 48,124	
	\$ 601,268	\$ 601,645	\$ 43,650	\$ 45,832	\$ 48,124	\$ 1,340,519

Background

Body-worn cameras

The discussion around body-worn cameras (BWCs) began several years ago when the idea arose in the State Legislature to mandate BWCs for all California law enforcement agencies in the aftermath of Ferguson, Missouri. While the bill failed to become law, more and more police agencies are adopting BWCs as standard practice, and proper application of this relatively new technology is now considered among accepted “best practices” for local law enforcement.

Police executives across the country have reported the benefits of body-worn cameras as:

- Strengthening Police Accountability
- Preventing Confrontational Situations
- Resolving Officer-Involved Incidents and Complaints
- Improving Agency Transparency
- Identifying and Correcting Internal Agency Problems
- Strengthening Officer Performance
- Improving Evidence Documentation

The implementation of BWCs by the Woodland Police Department represented another significant step in ensuring transparency and accountability in the delivery of police services. The use of BWCs is expected to contribute to increased public trust and confidence. At the same time, BWCs have also been proven to protect both the public agency and its individual police officers from potential claims of abuse of police powers. It is extremely helpful when video recordings of police interactions with members of the public are not strictly limited to a bystander’s hand-held cell phone camera. Appropriate and consistent use and application of BWC technology in conformance with applicable laws and policies protecting both privacy rights and sound evidentiary practices benefit everyone.

The Council approved a 5-year agreement for BWCs in 2018 with Motorola, Inc. While the Department has been pleased with the performance of these BWCs, Motorola has acquired a competing BWC vendor, Watchguard and has subsequently discontinued use of the Motorola BWC. As part of staff’s due diligence review of replacement options, they evaluated the Watchguard BWC and found it lacking in comparison to the Motorola equipment. Customer service has also been disappointing. The final year of the Department’s

agreement with Motorola will be utilized to transition to Axon, including import of all evidence videos.

In-car Cameras

The Department has utilized Panasonic in-car cameras (Arbitrator) for nearly two decades. The vendor has stopped supporting these cameras and they fall short of features that Axon cameras offer. They also do not integrate with the current BWCs. Body-worn cameras (BWC) and in-car cameras (ICC) provide officers with a reliable and compact tool to systematically and automatically record their field observations and encounters. They can be used for documentation purposes, to include interactions with victims, witnesses, and others during police-public encounters, arrests, and critical incidents. Additionally, in-car cameras can be used for training and evaluation purposes, allowing agencies to identify and address performance deficiencies with their officers.

Tasers

Axon is the manufacturer of TASER, the electronic control device (ECD) deployed by the Department Police Officers for over fifteen years and the ECD of choice for law enforcement agencies across the nation. The Department is completing its third year of a 5-year Taser contract which supplies the Department with cartridges and accessories. This new five-year contract will essentially absorb the current contract and includes a buyback for our outdated Taser units.

Discussion

Axon's firmly established relationship with law enforcement provided them the opportunity to move into the in-car camera (ICC) and body-worn camera (BWC) industry. As technology advanced, Axon began integrating all three technologies (ICC, BWC and Tasers), and they now offer a comprehensive "bundle" at per officer pricing.

Generally, body-worn cameras are not a stand-alone technology. Rather, BWCs supplement an in-car camera program. ICCs offer a much more advantageous viewpoint while an officer is seated in their vehicle. In essence, the ICC may capture many of the things an officer sees prior to conducting a traffic stop, during a pursuit, or upon arrival at an incident. These observations are frequently blocked from the officer's body-worn camera by the steering wheel and the officer's arms.

Conversely, once an officer leaves their vehicle, they rarely conduct business in an area directly in front of it. For this reason, the body-worn camera is much more advantageous in capturing in-person contact, including the verbal communication between an officer and a citizen. Body-worn cameras are still frequently blocked, for instance, by the extended arms of an officer who is in a shooting position. However, these instances are minimized with proper camera placement and solid training practices.

The Axon BWC also allows for live-streaming video. This feature is currently not available in the current Motorola BWCs used by the Department. Live-streaming will allow officers to use their BWCs in interview rooms by mounting them on the wall. Detectives can simultaneously view the interview in progress in another room. The live-streaming feature presents significant cost-savings by negating the need to purchase interview cameras.

Tasers supplied by Axon are fully integrated with the BWCs as well. Taser holsters are equipped with sensors that activate the BWCs to record once the Tasers are drawn. This technology ensures officer safety by minimizing necessary steps to capture field incidents; it also adds another layer of transparency and accountability for the Department. Additionally, Axon offers a Bluetooth capability to activate cameras automatically in various situations, such as drawing from a holster or reaching a set vehicle speed.

Axon is able to deliver a superior camera bundle by incorporating body-worn camera, in-car camera, and Taser technologies all integrated with the same software package. Additionally, Axon's per officer annual cost includes installation of ICCs, all necessary training for BWC deployment and use, and master training for our Department Taser instructors.

There are many options for implementing a camera program. From full department-wide implementation to a slower buildup and rollout of individual components, Axon is able to build a model that fits budgetary needs. Staff recommends full implementation because all police personnel engage in work and contacts that a camera system should capture. Upon approval of this agreement by the Council, project implementation will commence July 1, 2022.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____,

1. Affirming the City Manager's determination that the City's public bidding requirement could be dispensed with for the 5-year agreement with Axon Enterprise, Inc., for products and services related to body-worn cameras, in-car cameras and Tasers for the Police Department in the amount of \$1,340,519;
2. Authorizing the City Manager to sign the agreement; and
3. Authorizing the City Manager to allocate \$1,120,148 in American Rescue Plan Act funds previously approved for Public Safety Infrastructure.

Prepared by: Heath Parsons
Investigations Lieutenant

Elle Murphy
Senior Management Analyst

Reviewed by: Anthony Cucchi
Deputy Chief

Approved by: Derrek Kaff
Police Chief



Ken Hiatt
City Manager

Attachments:

1. Resolution - Axon Contract 2022-04-19-fin
2. AXON- MSPA FINAL 2022-04-14.docx
3. AXON Final Quote with Trade In 2022-04-13

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND (1) AFFIRMING THE CITY MANAGER'S DETERMINATION THAT THE CITY'S PUBLIC BIDDING REQUIREMENT COULD BE DISPENSED WITH FOR THE 5-YEAR AGREEMENT WITH AXON ENTERPRISES, INC., FOR PRODUCTS AND SERVICES RELATED TO BODY-WORN CAMERAS, IN-CAR CAMERAS AND TASERS FOR THE POLICE DEPARTMENT; (2) AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT; AND (3) AUTHORIZING THE CITY MANAGER TO ALLOCATE \$1,120,148 FROM THE \$1.5 MILLION IN AMERICAN RESCUE PLAN ACT FUNDS PREVIOUSLY APPROVED FOR PUBLIC SAFETY INFRASTRUCTURE

WHEREAS, the City Council recently allocated \$1.5 million in American Rescue Plan (ARP) Act funds for Public Safety Infrastructure, which includes the purchase of replacement body-worn cameras (BWC), in-car cameras and Tasers for the Police Department; and

WHEREAS, the Police Department currently has recurring General Fund appropriations for the annual maintenance of in-car cameras and Tasers totaling \$220,371 for the next 5 years; and

WHEREAS, Axon Enterprises, Inc. (Axon), is able to deliver a superior camera bundle by incorporating body-worn camera, in-car camera, and Taser technologies all integrated with the same software package; and

WHEREAS, Axon has offered a comprehensive "bundle" at per officer pricing totaling \$1,340,519 over the 5-year agreement; and

WHEREAS, the Police Department is requesting \$1,120,148 in ARP funding to supplement its General Fund appropriations to cover the cost of the 5-year agreement; and

WHEREAS, the City's public bidding requirement is sufficiently satisfied via a national cooperative agreement through the National Association of State Procurement Officials.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND:

SECTION 1. That the City Council hereby affirms the City Manager's determination that the City's public bidding requirement could be dispensed with for the 5-year agreement with Axon Enterprise, Inc., for products and services related to body-worn cameras, in-car cameras and Tasers for the Police Department in the amount of \$1,340,519; and

SECTION 2. That the City Council hereby authorizes the City Manager to sign the agreement; and

SECTION 3. That the City Council hereby authorizes the City Manager to allocate \$1,120,148 from the \$1.5 million in American Rescue Plan Act funds previously approved for Public Safety Infrastructure.

PASSED AND ADOPTED by the City Council this 19th day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzale, City Clerk



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.



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- 7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

- 7.3 Spare Axon Devices.** For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.4 Limitations.** Axon's warranty excludes damage caused by: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or exceed three million United States Dollars (USD\$3,000,000.00). Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 8 Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

- 9 Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

- 10 Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

- 11 Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

- 12 Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance that is at least as broad as the latest version of the following: (1) *General Liability*: Insurance



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Services Office Commercial General Liability coverage (occurrence form CG 0001), providing coverage on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury; (2) *Automobile Liability*: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Axon shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. The General Liability and Automobile Liability policies shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or operations performed by or on behalf of the Axon, including materials, parts or equipment furnished in connection with such Services; and (2) except with respect to claims wholly unrelated to the performance of the Services by Axon, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Axon's scheduled underlying coverage. Except with respect to claims wholly unrelated to the provision of the Devices or performance of the Services by Axon, any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Axon's insurance and shall not be called upon to contribute with it in any way. Upon request, Axon will supply certificates of insurance.

- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. In the event that an Axon Device or Service is determined to be infringing, then Axon will (i) obtain the right for Agency to continue use of the Axon Device or Service; (ii) provide Agency with a substantially similar device or service that is non-infringing; or (iii) refund to Agency the price paid for the infringing Axon Device and any Service fee for the remainder of the Subscription Term or any Renewal Term. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; or (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices, except as provided in Sections 13 and 15.
- 17 **Termination; Expiration.**
 - 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency



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terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 By Agency. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

17.3 Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17.4 Expiration of Term. Upon the expiration of the Subscription Term or any Renewal Term where notice of non-renewal has been given, Agency rights immediately terminate as of the end of such term.

17.5 Return of Data. Upon expiration or termination of this Agreement for any reason, Axon will provide Agency access to the Axon Cloud Services for a period of ninety (90) days for the purpose of downloading all Agency Content and Agency content metadata.

18 Confidentiality. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Agency content and Agency content metadata shall be treated as Confidential Information of Agency. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter or perpetually with respect to Agency Content and Agency content metadata. If Agency is required by law to disclose Axon's Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement. Axon will not disclose Agency content, Agency content metadata or any Confidential Information of Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency content, Agency content metadata or Agency Confidential Information, so Agency may file an objection with the court or administrative body.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written

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consent. Axon may assign this Agreement, its rights, or obligations without consent, but with 30 days written notice: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

- 19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9 Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it, and venue shall be in the location where the Agency is physically located. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11 Notices.** All notices must be in writing and in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notice of default must be given via overnight courier or email. Notices by email are effective on the sent date of the email, provided such email notice is confirmed by return email from the other party. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: Woodland Police Department
Attn: Senior Management Analyst
Street Address: 1000 Lincoln Ave
City, State, Zip: Woodland, CA 95695
Email: PD-Administration@cityofwoodland.org

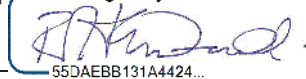
- 19.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

AXON:

Axon Enterprise

DocuSigned by:

Signature: 

Robert E. Driscoll, Jr.

Name: _____

Title: VP, Assoc. General Counsel

Date: 4/14/2022 | 3:00 PM MST

Date: _____

AGENCY:

City of Woodland

Signature: _____

Name: _____

Title: _____

Date: _____



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Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content,

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store, manage and download Agency Content . Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content;** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum and the security requirements contained in the documents incorporated therein, as the same may be modified from time to time.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell,

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transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
 - 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
 - 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
 - 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency. Axon shall ensure that all third-party subcontractors meet the requirements of this Agreement and Axon shall remain jointly and severally liable for any act or omission of its third-party subcontractors.
 - 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Axon acknowledges that suspension could cause disruption to Agency's law enforcement activities and unless immediate action is necessary to protect the security of Axon Cloud Services, Axon will make reasonable efforts to contact Agency to resolve an issue prior to suspension.
- Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.



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- 12** **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

- 14** **After Termination.** Axon will not delete Agency Content and Agency content metadata for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content and Agency content metadata. Agency will not incur additional fees if Agency downloads Agency Content and Agency content metadata from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content and Agency content metadata. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services

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on behalf of a U.S. Federal department, Axon Cloud Services is provided as a “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data”, as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

- 17** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Axon Customer Experience Improvement Program Appendix

- 1 **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 **ACEIP Tier 1.**

- 1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



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Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:



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System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency



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TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services, subject to compliance with reasonable Agency security protocols for remote access. Axon agrees that Axon, its employees and subcontractors will not install any malware, tracking software not authorized by Agency or disabling devices when accessing Agency's computers and networks. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation.



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Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

- 12** **Acceptance.** All professional services provided by Axon under this Agreement will be performed in a professional, competent and workmanlike manner in accordance with the requirements of the Quote and this Appendix. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection, it will provide notice to Agency. If Agency does not provide the signed Acceptance Form or notice of rejection within 7 calendar days of delivery of such notice, Axon will deem Agency to have accepted the professional Services.
- 13** **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause, except the sole gross negligence or intentional misconduct of Axon personnel or breach of Axon's obligations pursuant to Paragraph 10 above.



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Technology Assurance Plan Appendix

If Technology Assurance Plan (“**TAP**”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“**OSP**”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“**OSP 7 Term**”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“**BWC Upgrade**”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“**Dock Upgrade**”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:



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- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services, provided, however, that Axon will comply with reasonable Agency security protocols for remote access. Axon agrees that Axon, its employees and subcontractors will not install any malware, tracking software not authorized by Agency or disabling devices when accessing Agency's computers and networks. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency, except to the extent caused by the sole negligence or willful misconduct of Axon personnel. All Auto-Tagging Services provided by Axon under this Agreement will be performed in a professional, competent and workmanlike manner in accordance with the requirements of the Quote and this Appendix.



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Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)



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remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or Agency content metadata or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content and Agency content metadata, so Agency may file an objection with the court or administrative body.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.



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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal (“**Portal Content**”), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.



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Axon Virtual Reality Content Terms of Use Appendix

- 1 **Term.** The Quote will detail the duration of the Virtual Reality Content license.
- 2 **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.
- 3 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
 - 3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
 - 3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
 - 3.4 use trade secret information contained in Virtual Reality Content;
 - 3.5 resell, rent, loan or sublicense Virtual Reality Content;
 - 3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
 - 3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.
- 4 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



Master Services and Purchasing Agreement

Axon Channel Services Appendix

- 1 **Definitions.**

"Axon Digital Evidence Management System" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"Active Channel" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"Inactive Channel" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
- 2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
- 3 **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
- 4 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
- 6 **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
- 7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 7.4 Ensure all appropriate data backups are performed;
 - 7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 7.6 Notify Axon of any network or machine maintenance that may impact the performance of

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 13.0

Release Date: 3/31/2021

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Master Services and Purchasing Agreement

- the Channel Services; and
- 7.7** Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-335668-44664.834KP

Issued: 04/13/2022

Quote Expiration: 06/15/2022

Estimated Contract Start Date: 07/01/2022

Account Number: 120434

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-1000 Lincoln Ave 1000 Lincoln Ave Woodland, CA 95695-4100 USA	Woodland Police Department - CA 1000 Lincoln Ave Woodland, CA 95695-4100 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	Phone: (530) 661-7845 Email: heath.parsons@cityofwoodland.org Fax: (530) 662-5771

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,299,101.76
ESTIMATED TOTAL W/ TAX	\$1,340,518.63

Discount Summary

Average Savings Per Year	\$118,061.43
TOTAL SAVINGS	\$590,307.15

Payment Summary

Date	Subtotal	Tax	Total
2022	\$582,821.63	\$18,445.94	\$601,267.57
2023	\$582,584.67	\$19,060.31	\$601,644.98
2024	\$42,409.33	\$1,240.67	\$43,650.00
2025	\$44,529.08	\$1,302.49	\$45,831.57
2026	\$46,757.05	\$1,367.46	\$48,124.51
Total	\$1,299,101.76	\$41,416.87	\$1,340,518.63

Quote Unbundled Price:	\$1,889,369.70
Quote List Price:	\$1,427,622.90
Quote Subtotal:	\$1,299,101.76

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	27	6		\$108.00	\$0.00	\$0.00	\$0.00	\$0.00
Fleet3A	Fleet 3 Advanced	27	55	\$245.80	\$208.00	\$186.18	\$276,479.99	\$8,062.58	\$284,542.57
OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	75	60	\$292.23	\$209.00	\$206.50	\$929,249.89	\$31,907.38	\$961,157.27
Unlimited7+	2021 Unlimited 7+ Bundle	6	60	\$255.33	\$169.00	\$169.00	\$60,839.98	\$953.14	\$61,793.12
A la Carte Hardware									
AB3C	AB3 Camera Bundle	6			\$699.00	\$699.00	\$4,194.00	\$335.52	\$4,529.52
AB3MBD	AB3 Multi Bay Dock Bundle	1			\$1,538.90	\$1,538.90	\$1,538.90	\$123.12	\$1,662.02
AB3C	AB3 Camera Bundle	75			\$699.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	10			\$1,538.90	\$43.90	\$439.00	\$35.13	\$474.13
A la Carte Software									
ProLicense	Pro License Bundle	4	60		\$39.00	\$39.00	\$9,360.00	\$0.00	\$9,360.00
A la Carte Services									
85055	AXON FULL SERVICE	1			\$17,000.00	\$17,000.00	\$17,000.00	\$0.00	\$17,000.00
Total							\$1,299,101.76	\$41,416.87	\$1,340,518.63

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	75	06/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2	06/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20018	TASER 7 BATTERY PACK, TACTICAL	90	06/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	06/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	75	06/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	225	06/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	150	06/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	225	06/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	150	06/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	150	06/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	150	06/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	06/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	06/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	06/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	06/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	150	06/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	74200	TASER 7 6-BAY DOCK AND CORE	1	06/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	75015	SIGNAL SIDEARM KIT	75	06/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	06/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	06/01/2022
2021 Unlimited 7+ Bundle	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	12	06/01/2022
2021 Unlimited 7+ Bundle	75015	SIGNAL SIDEARM KIT	6	06/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	7	06/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	83	06/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	6	06/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	06/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	75	06/01/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	7	06/01/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	83	06/01/2022
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	06/01/2022
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	06/01/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	06/01/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	06/01/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	1	06/01/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	10	06/01/2022
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	27	12/01/2022
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	27	12/01/2022
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	150	06/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	150	06/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	150	06/01/2024
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	150	06/01/2024
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	150	06/01/2024
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	150	06/01/2024

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73309	AXON CAMERA REFRESH ONE	77	01/01/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	01/01/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	150	06/01/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	150	06/01/2025
2021 Unlimited 7+ Bundle	73309	AXON CAMERA REFRESH ONE	6	12/01/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	150	06/01/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	150	06/01/2026
2021 Unlimited 7+ Bundle	73310	AXON CAMERA REFRESH TWO	6	06/01/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73310	AXON CAMERA REFRESH TWO	77	07/01/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73688	MULTI-BAY BWC DOCK 2ND REFRESH	10	07/01/2027
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	27	12/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20248	TASER 7 EVIDENCE.COM LICENSE	75	07/01/2022	06/30/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20248	TASER 7 EVIDENCE.COM LICENSE	1	07/01/2022	06/30/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73478	REDACTION ASSISTANT USER LICENSE	75	07/01/2022	06/30/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73618	CITIZEN FOR COMMUNITIES USER LICENSE	75	07/01/2022	06/30/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73680	RESPOND DEVICE PLUS LICENSE	75	07/01/2022	06/30/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73681	AXON RECORDS FULL	75	07/01/2022	06/30/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73682	AUTO TAGGING LICENSE	75	07/01/2022	06/30/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	750	07/01/2022	06/30/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	75	07/01/2022	06/30/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73687	EVIDENCE.COM VIEWER LICENSE	0	07/01/2022	06/30/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73739	PERFORMANCE LICENSE	75	07/01/2022	06/30/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73746	PROFESSIONAL EVIDENCE.COM LICENSE	75	07/01/2022	06/30/2027
2021 Unlimited 7+ Bundle	73478	REDACTION ASSISTANT USER LICENSE	6	07/01/2022	06/30/2027
2021 Unlimited 7+ Bundle	73618	CITIZEN FOR COMMUNITIES USER LICENSE	6	07/01/2022	06/30/2027
2021 Unlimited 7+ Bundle	73680	RESPOND DEVICE PLUS LICENSE	6	07/01/2022	06/30/2027
2021 Unlimited 7+ Bundle	73682	AUTO TAGGING LICENSE	6	07/01/2022	06/30/2027
2021 Unlimited 7+ Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	60	07/01/2022	06/30/2027
2021 Unlimited 7+ Bundle	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	6	07/01/2022	06/30/2027
2021 Unlimited 7+ Bundle	73687	EVIDENCE.COM VIEWER LICENSE	0	07/01/2022	06/30/2027
2021 Unlimited 7+ Bundle	73739	PERFORMANCE LICENSE	6	07/01/2022	06/30/2027
2021 Unlimited 7+ Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	6	07/01/2022	06/30/2027
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	12	07/01/2022	06/30/2027
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	07/01/2022	06/30/2027
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	27	12/01/2022	06/30/2027
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	27	12/01/2022	06/30/2027
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	27	12/01/2022	06/30/2027
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	54	12/01/2022	06/30/2027

Services

Bundle	Item	Description	QTY
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Services

Bundle	Item	Description	QTY
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	75
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80190	Evidence.com Channel Services	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80223	INACTIVE CHANNEL ACCESS LICENSE	1
2021 Unlimited 7+ Bundle	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	6
2021 Unlimited 7+ Bundle	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
2021 Unlimited 7+ Bundle	80190	Evidence.com Channel Services	1
2021 Unlimited 7+ Bundle	80223	INACTIVE CHANNEL ACCESS LICENSE	1
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	27
A la Carte	85055	AXON FULL SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80464	EXT WARRANTY, CAMERA (TAP)	75	07/01/2022	06/30/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80464	EXT WARRANTY, CAMERA (TAP)	2	07/01/2022	06/30/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	07/01/2022	06/30/2027
2021 Unlimited 7+ Bundle	80464	EXT WARRANTY, CAMERA (TAP)	6	07/01/2022	06/30/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80374	EXT WARRANTY, TASER 7 BATTERY PACK	90	06/01/2023	06/30/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80395	EXT WARRANTY, TASER 7 HANDLE	75	06/01/2023	06/30/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80395	EXT WARRANTY, TASER 7 HANDLE	2	06/01/2023	06/30/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	06/01/2023	06/30/2027
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	27	12/01/2023	06/30/2027
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	27	12/01/2023	06/30/2027

Payment Details

Jul 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Axon Full Service	85055	AXON FULL SERVICE	1	\$17,000.00	\$0.00	\$17,000.00
Fleet 3 Advanced w/o Cradlepoint	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	27	\$0.00	\$0.00	\$0.00
Fleet 3 Advanced w/o Cradlepoint	Fleet3A	Fleet 3 Advanced	27	\$80,200.03	\$2,338.76	\$82,538.79
Officer Safety Plan 7+	AB3C	AB3 Camera Bundle	6	\$2,025.31	\$162.02	\$2,187.33
Officer Safety Plan 7+	AB3C	AB3 Camera Bundle	75	\$0.00	\$0.00	\$0.00
Officer Safety Plan 7+	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$743.15	\$59.46	\$802.61
Officer Safety Plan 7+	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$212.00	\$16.96	\$228.96
Officer Safety Plan 7+	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	75	\$448,741.18	\$15,408.29	\$464,149.47
Officer Safety Plan 7+	ProLicense	Pro License Bundle	4	\$4,519.92	\$0.17	\$4,520.09
Officer Safety Plan 7+	Unlimited7+	2021 Unlimited 7+ Bundle	6	\$29,380.04	\$460.28	\$29,840.32
Total				\$582,821.63	\$18,445.94	\$601,267.57

Jul 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet 3 Advanced w/o Cradlepoint	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	27	\$0.00	\$0.00	\$0.00
Fleet 3 Advanced w/o Cradlepoint	Fleet3A	Fleet 3 Advanced	27	\$65,584.70	\$1,912.55	\$67,497.25
Officer Safety Plan 7+	AB3C	AB3 Camera Bundle	6	\$2,156.18	\$172.49	\$2,328.67
Officer Safety Plan 7+	AB3C	AB3 Camera Bundle	75	\$0.00	\$0.00	\$0.00
Officer Safety Plan 7+	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$791.16	\$63.29	\$854.45
Officer Safety Plan 7+	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$225.69	\$18.06	\$243.75
Officer Safety Plan 7+	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	75	\$477,736.45	\$16,403.90	\$494,140.35
Officer Safety Plan 7+	ProLicense	Pro License Bundle	4	\$4,812.07	\$0.00	\$4,812.07
Officer Safety Plan 7+	Unlimited7+	2021 Unlimited 7+ Bundle	6	\$31,278.42	\$490.02	\$31,768.44
Total				\$582,584.67	\$19,060.31	\$601,644.98

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet 3 Advanced w/o Cradlepoint	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	27	\$0.00	\$0.00	\$0.00
Fleet 3 Advanced w/o Cradlepoint	Fleet3A	Fleet 3 Advanced	27	\$41,409.26	\$1,207.56	\$42,616.82
Officer Safety Plan 7+	AB3C	AB3 Camera Bundle	6	\$4.17	\$0.33	\$4.50
Officer Safety Plan 7+	AB3C	AB3 Camera Bundle	75	\$0.00	\$0.00	\$0.00
Officer Safety Plan 7+	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$1.53	\$0.12	\$1.65
Officer Safety Plan 7+	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.44	\$0.03	\$0.47
Officer Safety Plan 7+	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	75	\$924.13	\$31.69	\$955.82
Officer Safety Plan 7+	ProLicense	Pro License Bundle	4	\$9.31	\$0.00	\$9.31
Officer Safety Plan 7+	Unlimited7+	2021 Unlimited 7+ Bundle	6	\$60.49	\$0.94	\$61.43

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$42,409.33	\$1,240.67	\$43,650.00

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet 3 Advanced w/o Cradlepoint	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	27	\$0.00	\$0.00	\$0.00
Fleet 3 Advanced w/o Cradlepoint	Fleet3A	Fleet 3 Advanced	27	\$43,529.01	\$1,269.38	\$44,798.39
Officer Safety Plan 7+	AB3C	AB3 Camera Bundle	6	\$4.17	\$0.33	\$4.50
Officer Safety Plan 7+	AB3C	AB3 Camera Bundle	75	\$0.00	\$0.00	\$0.00
Officer Safety Plan 7+	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$1.53	\$0.12	\$1.65
Officer Safety Plan 7+	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.44	\$0.03	\$0.47
Officer Safety Plan 7+	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	75	\$924.13	\$31.69	\$955.82
Officer Safety Plan 7+	ProLicense	Pro License Bundle	4	\$9.31	\$0.00	\$9.31
Officer Safety Plan 7+	Unlimited7+	2021 Unlimited 7+ Bundle	6	\$60.49	\$0.94	\$61.43
Total				\$44,529.08	\$1,302.49	\$45,831.57

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet 3 Advanced w/o Cradlepoint	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	27	\$0.00	\$0.00	\$0.00
Fleet 3 Advanced w/o Cradlepoint	Fleet3A	Fleet 3 Advanced	27	\$45,756.98	\$1,334.35	\$47,091.33
Officer Safety Plan 7+	AB3C	AB3 Camera Bundle	6	\$4.17	\$0.33	\$4.50
Officer Safety Plan 7+	AB3C	AB3 Camera Bundle	75	\$0.00	\$0.00	\$0.00
Officer Safety Plan 7+	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$1.53	\$0.12	\$1.65
Officer Safety Plan 7+	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.44	\$0.03	\$0.47
Officer Safety Plan 7+	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	75	\$924.13	\$31.69	\$955.82
Officer Safety Plan 7+	ProLicense	Pro License Bundle	4	\$9.31	\$0.00	\$9.31
Officer Safety Plan 7+	Unlimited7+	2021 Unlimited 7+ Bundle	6	\$60.49	\$0.94	\$61.43
Total				\$46,757.05	\$1,367.46	\$48,124.51

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract NASPO Contract No. OK-MA-145-015 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

4/13/2022



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Woodland Police Department - CA the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 19, 2022
ITEM #: I.11
SUBJECT: 2021-22 Legacy Disposal Abatement Grant Appropriation

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the appropriation of \$202,280 of grant funds to the State Grants Fund (325) to implement the terms of the Legacy Disposal Site Abatement Grant at the former Woodland Landfill and the Woodland Regional Park Preserve.

Staff Contact:

Lynn Johnson, Senior Management Analyst, (530) 661-5979, lynn.johnson@cityofwoodland.org

Fiscal Impact:

The City of Woodland was recently awarded a grant from the State of California - California Environmental Protection Agency - CalRecycle 110 (CalRecycle) in the amount of \$202,280. The grant requires a 50/50 match from the City. Our matching funds will come from various programs depending on the work being done at the site. These funding sources include the Sewer Enterprise fund, Solid Waste fund and in-kind work provided by Public Works staff. Partner agencies, Tuleyome and Explorit, will also provide in-kind support for some general maintenance of the Woodland Regional Park Preserve (WRRP).

Background:

Last fall, City staff submitted a grant application to CalRecycle's Legacy Disposal Site Abatement Partial Grant Program seeking remediation funds for work needed at the former City of Woodland Landfill closed many years ago. As the City develops this area into the Woodland Regional Park Preserve (WRRP), certain work identified by Yolo County Environmental Health as well as the construction of a barrier between the WRRP and the old landfill is necessary for optimal use of the property.

Discussion:

The grant funding and associated matching funds will be used for a variety of work as outlined in the Grant Work Plan. Projects include:

- Repair and/or replacement of perimeter fencing is needed to secure access to the property as required by Yolo County Environmental Health.
- Completion of the post and cable fencing from the western side of the park trail to the eastern perimeter fence. This will create a barrier between the ADA-accessible trail in the WRPP and the landfill mounds to secure the mounds and prevent additional erosion from potential trespassing visitors, as well as protect sensitive and endangered habitat.
- Hiring a goat/sheep herding contractor as needed for weed abatement on mounds and near the WRPP.
- Designing and ordering signage to be installed along barrier fencing to discourage visitors from crossing barriers and disrupting the landfill cap.
- Plan for future erosion control and site stabilization.
- On-going general maintenance and improvements at the WRPP include landscape maintenance, invasive plant control, irrigation upkeep, and general site management.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the appropriation

of \$202,280 of grant funds to the State Grants Fund (325) to implement the terms of the Legacy Disposal Site Abatement Grant at the former Woodland Landfill and the Woodland Regional Park Preserve.

Prepared by: Lynn Johnson, Senior Management Analyst

Reviewed by: Brent Meyer, Community Development Director/ City Engineer

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING APPROPRIATION OF FUNDS TO THE STATE GRANTS FUND (325)
PROVIDED FROM THE STATE OF CALIFORNIA – CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY – CALRECYCLE 110**

WHEREAS, the City of Woodland applied for the 2021-22 Legacy Disposal Site Abatement Partial Grant Program in September 2021; and

WHEREAS, the City was recently notified that they were awarded the Grant in the amount of \$202,280; and

WHEREAS, staff wishes to appropriate \$202,280 to the State Grants Fund (325) to implement the proposed Work Plan associated with the Old Woodland Landfill and the Woodland Regional Park Preserve.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby authorizes the appropriation of \$202,280 to the State Grants Fund (325).

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 19th day of April 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: City Council Regular Meeting

DATE: April 19, 2022

ITEM #: I.12

SUBJECT: Contract Amendment #6 with Interwest Consulting Group - Plan Review and Building Inspection Services and Additional Budget Appropriation

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, (1) authorizing the City Manager to execute Amendment #6 to the consultant services agreement with Interwest Consulting Group for an additional amount up to \$50,000 for a total agreement amount of \$1,025,000 and (2) authorize the appropriation of an additional \$25,000 of General Fund (101) to the Building Division Program Budget.

Fiscal Impact:

Interwest Consulting Group has been providing as-needed plan check and building inspection services for the City of Woodland for many years. In spring 2018, the City issued a Request for Qualifications (RFQ) and, after a Quality Based Selection (QBS) process, selected Interwest Consulting Group to continue providing as-needed plan check and building inspection services for the City. The contract began July 1, 2018 for a one-year period and a not to exceed limit of \$150,000. Due to continued residential building, complex plan check submittals, and staffing shortages, five amendments have been authorized extending the term of the contract through December 31, 2022 and bringing the total contract authority to \$975,000. \$150,000 included in the total contract authority was part of the approved FY2022 budget.

The Building division will soon exhaust our FY2022 budget appropriation for building inspection and plan check services and have estimated that an additional \$50,000 is needed to get through the remainder of the fiscal year. Staff has done an appropriation transfer from within our authorized budget to cover half of the additional funds needed. Staff is now requesting appropriation of an additional \$25,000 from the General Fund (101) to the Building Division program budget to reach the necessary \$50,000 in additional funding.

Background:

California building departments are required to have qualified staff in place and available for timely plan review and inspections. The City continues to rely on support services from consultants during extended periods of heightened workload.

Currently, calls for inspections vary from 30-50 per day, which is more than our full-time Senior Building Inspector can manage alone. Our Chief Building Official performs the more complex commercial building inspection, but has other responsibilities that prevent him from doing the more routine residential inspections.

Discussion:

Building Division staff require the assistance of outside building plans reviewers and construction inspections, particularly during peak building activity periods that can last months or longer. With the continued residential development in the southeast area and several in-fill residential projects, in-house staff cannot manage the inspection demand. Additionally, commercial and industrial buildings often require multiple plan checks and more inspections than smaller projects. There are four hotel projects as well as several multi-family in-fill projects that will require enhanced plan check services as well as inspection services once construction commences. Interwest's staff will help us meet this expected demand for services.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, (1) authorizing the City Manager to

execute Amendment #6 to the consultant services agreement with Inerwest Consulting Group for an additional amount up to \$50,000 for a total agreement amount of \$1,025,000 and (2) authorize the appropriation of an additional \$25,000 of General Fund (101) to the Building Division Program Budget.

Prepared by: Lynn Johnson, Senior Management Analyst

Reviewed by: Brent Meyer, Community Development Director/ City Engineer

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Resolution- Interwest Amendment 6
2. Sixth Amendment - Interwest Consulting Group

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE SIXTH AMENDMENT TO AN AGREEMENT WITH INTERWEST
CONSULTING GROUP FOR PLAN REVIEW & BUILDING INSPECTION SERVICES**

WHEREAS, the City has been under contract with Interwest Consulting Group since July 2018 to provide plan review and building inspection services; and

WHEREAS, Interwest Consulting Group was selected through a Request for Qualifications process in 2018; and

WHEREAS, the City's initial contract authority was from July 1, 2018 – June 30, 2019 in an amount not to exceed \$150,000; and

WHEREAS, the City Council approved amendment one to the agreement on March 19, 2019 that added an additional year to the term, from July 1, 2019 – June 30, 2020, and added an additional \$230,000 to provide on-going services; and

WHEREAS, the City Council approved amendment two to the agreement on October 15, 2019 that added an additional \$150,000 to provide on-going services; and

WHEREAS, the City Council approved amendment three to the agreement on July 7, 2020 that added an additional year to the term, from July 1, 2020 – June 30, 2021 and added an additional \$180,000 to provide on-going services; and

WHEREAS, the City Council approved an additional \$115,000 on February 21, 2021 through the FY 2021 Mid-Year Budget Adjustments to be used for on-going plan review and inspection services that became memorialized as amendment four to the agreement; and

WHEREAS, the City Council approved amendment five to the agreement on September 7, 2021 that extended the term of the agreement through December 31, 2022 and added an additional \$150,000 to provide on-going services; and

WHEREAS, the services of Interwest Consulting Group are still required to provide as needed plan review and building inspection services through 2022; and

WHEREAS, the City of Woodland wishes to approve amendment six to the agreement with Interwest Consulting Group that increases the contract amount by \$50,000 bringing the total not to exceed amount to \$1,025,000; and

WHEREAS, staff wishes to appropriate an additional \$25,000 in General Fund (101) to the Building Division Program Budget to be used for the Contract Amendment; and

WHEREAS, the City Council wishes to approve the amendment to the Agreement and authorize its execution through the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND AS FOLLOWS:

Section 1. The City Council hereby approves the Sixth Amendment to the Agreement with Interwest Consulting Group to increase the not to exceed amount by \$50,000 bringing the total contract authority to \$1,025,000 and authorizes the City Manager to execute the Agreement.

Section 2. The City Council hereby authorizes an appropriation of \$25,000 from the General Fund (101) to the Building Division Program Budget.

Section 3. A copy of the Consultant Agreement is available and on file in the City Clerk's office, is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular of the City Council held on the s 19th day of April 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Maya Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

ARTICLE 1. PARTIES AND DATE

This Sixth Amendment to the Professional Services Agreement (“Sixth Amendment”) dated as of the _____ day of _____ 2022 is entered into by and between the City of Woodland (“City”) and Interwest Consulting Group (“Consultant”).

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Professional Services Agreement dated July 1, 2018 (“Agreement”), whereby Consultant agreed to as needed plan check and inspection services.

2.2 City and Consultant now desire to amend the Agreement to include additional compensation in accordance with Consultant’s original contract scope of work dated July 1, 2018. The total compensation for the Sixth Amendment shall not exceed Fifty thousand dollars (\$50,000.00) for a total contract amount of One million twenty-five thousand dollars (\$1,025,000,000).

ARTICLE 3. TERMS

3.1 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.2 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.3 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**Sixth Amendment To Professional Services Agreement Between The City Of Woodland
And Interwest Consulting Group** **CM# 000786**

City Of Woodland

Interwest Consulting Group

By: _____
Ken Hiatt
City Manager

By: _____
Paul Meschino
Vice President, Operations

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 19, 2022
ITEM #: I.13
SUBJECT: Appropriation of Grant Funds Awarded through State Homekey Program for East Beamer Way Permanent Supportive Housing Project

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving an appropriation of \$15,170,467 to the Homekey Grant Fund (333) for the Homekey Program grant awarded to the City to support the East Beamer Way Permanent Supportive Housing Project, approving disbursements of up to \$15,110,467 to Homekey grant co-applicant Friends of the Mission for the Permanent Supportive Housing Project, and authorizing the City Manager to execute all agreements necessary with Friends of the Mission to disburse up to \$15,110,467 in Homekey grant funds to Friends of the Mission for the Permanent Supportive Housing Project.

Staff Contact:

Dan Sokolow, Senior Planner – 530-661-5927, dan.sokolow@cityofwoodland.org

Fiscal Impact:

This action will appropriate the entire \$15,170,467 in available Homekey grant funds for immediate use to install permanent supportive housing (PSH) units at the East Beamer Way project location. A portion of the grant funds, \$60,000, will be retained by the City to cover staff and legal costs incurred for administering the Homekey grant. In addition, Friends of the Mission will pay the City in excess of \$700,000 in development impact fees at building permit issuance for the permanent supportive housing units.

Background:

On October 19, 2021, the City Council approved Resolution No. 7798 authorizing the joint submittal of a State Homekey grant application with Friends of the Mission in support of the 61-unit Permanent Supportive Housing project at the East Beamer Way development site. On March 1, 2022, the State awarded the City a \$15,770,467 Homekey Program grant for the East Beamer Way PSH project.

Discussion:

Homekey grant funds will enable Friends of the Mission to complete the purchase and installation of the housing units necessary for the PSH project. The units are being constructed in Woodland by Cutting Edge Modular, Inc. and will be transported to the East Beamer Way site for installation. The grant will also fund a community building and a three-year operating subsidy. Components of the community building include an assembly area for gatherings and events, offices, and an examination room for medical providers.

While the City is the grantee for the Homekey grant, Friends of the Mission will be responsible for managing the purchase and installation of the housing units and the community building, hiring and overseeing an on-site manager for the project, working with community partners including Yolo County to lease the units to tenants and set up supportive services for the project residents, maintaining the physical assets of the site, and other duties necessary to complete development of the project, start operations, and sustain the project. As a result, the vast majority of the grant funds, approximately \$15,110,467, will be passed through to Friends of the Mission. In order to expedite projects to house the homeless and provide supportive services for these efforts, Homekey funds are disbursed upfront in a lump sum to grantees. Consequently, the State will issue a payment of \$15,170,467 to the City once the City and Friends of the Mission complete the required submittals to receive the payment. A State Homekey bonus of \$600,000 will be paid should the Homekey project be completed and 90 percent of the units are occupied by November 1 of this year. If the criteria is met to receive the bonus, staff

will request an additional appropriation of the \$600,000 at a later date.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving an appropriation of \$15,170,467 to the Homekey Grant Fund (333) for the Homekey Program grant awarded to the City to support the East Beamer Way Permanent Supportive Housing Project, approving disbursements of up to \$15,110,467 to Homekey grant co-applicant Friends of the Mission for the Permanent Supportive Housing Project, and authorizing the City Manager to execute all agreements necessary with Friends of the Mission to disburse up to \$15,110,467 in Homekey grant funds to Friends of the Mission for the Permanent Supportive Housing Project.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Evis Morales, Finance Officer

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Homekey Approp Reso Apr 19, 2022
2. Homekey Grant Award Letter

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING
AN APPROPRIATION OF STATE HOMEKEY GRANT FUNDS FOR THE PERMANENT
SUPPORTIVE HOUSING PROJECT AT THE EAST BEAMER WAY DEVELOPMENT SITE**

WHEREAS, the State of California on March 1, 2022 awarded the City a Homekey program grant in the amount of \$15,770,467 for the Permanent Supportive Housing (PSH) project at the East Beamer Way development;

WHEREAS, nonprofit Friends of the Mission served as the co-applicant for the Homekey grant and will be responsible for completing the PSH project as well as owning and operating the project; and

WHEREAS, the grant award include a \$600,000 bonus that will be awarded should the Homekey project be completed and 90 percent of the housing units are occupied by November 1, 2022; and

WHEREAS, the City will retain \$60,000 of the Homekey grant funds to cover staff and legal costs incurred for administering the grant and the remainder of the grant funds will be passed through to Friends of the Mission for the purchase and installation of the housing units, funding a three-year operating subsidy, and for other related purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND AS FOLLOWS:

Section 1. Approves an appropriation of \$15,170,467 to the Homekey Grant Fund (333) for the Homekey Program grant awarded the City to support the East Beamer Way Permanent Supportive Housing project.

Section 2. Approves disbursements of up to \$15,110,467 to Homekey grant co-applied Friends of the Mission for the Permanent Supportive Housing Project.

Section 3. Authorizes the City Manager to execute all agreements necessary with Friends of the Mission to disburse up to \$15,110,467 in State Homekey grant funds to Friends of the Mission for the Permanent Supportive Housing Project.

PASSED AND ADOPTED by the City Council this 19th day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF STATE FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 670, 95833
P.O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771
www.hcd.ca.gov



March 1, 2022

Ken Hiatt, City Manager
City of Woodland
300 First Street, 2nd Floor
Woodland, CA 95695

Edward Shelley, Board President
Friends of the Mission
P.O. Box 8485
Woodland, CA 95776

Dear Ken Hiatt and Edward Shelley:

**RE: Award Announcement – Homekey Program
Notice of Funding Availability Fiscal Year 2021/2022, Round 2
City of Woodland, Friends of the Mission –
East Beamer Way Permanent Supportive Housing Project
Contract No. 21-HK-17143**

The California Department of Housing and Community Development (Department) is pleased to announce that the City of Woodland, (Awardee) has been awarded a Homekey Round 2 award in the amount of \$15,770,467. This letter constitutes notice of the designation of Homekey funds for the Awardee; the Homekey award is contingent upon the disencumbrance of the No Place Like Home (NPLH) award granted on June 14, 2019.

Awardees will be able to draw down funds when the Standard Agreement is fully executed, and any general and special conditions have been cleared in writing.

Your Ambassador will be in communication with you to develop a standard agreement and confirm any documents needed to execute this contract.

Congratulations on your successful application. For further information, please contact Merritt Beckett, Homekey Program Manager, Program Design and Implementation Branch, at (916) 776-7788 or Merritt.Beckett@hcd.ca.gov.

Sincerely,

Jennifer Seeger
Deputy Director
Division of State Financial Assistance



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 19, 2022
ITEM #: I.14
SUBJECT: Drainage Basin Agreement in the Northeast Industrial Area

Recommendation for Action: Staff recommends City Council adopt resolution No. _____, approving the Drainage Basin Agreement with the Kamilos Companies.

Staff Contact:

Brent Meyer, Community Development Director/ City Engineer, (530) 661-5947,
brent.meyer@cityofwoodland.org

Fiscal Impact:

As part of this agreement, the Developer is required to excavate portions of the City's property bounded by E Kentucky Ave, CR 102, E Beamer Street and existing development within the City. Prior to commencing the excavation work, the Developer is required to pay \$1,079,355 related to the Annexation Public Facilities Contribution. This amount was a requirement of the Developer from 2005 and has been adjusted for inflation. The Developer is also required to prepay \$3,000,000 in development impact fees prior to commencing the excavation work.

Background:

Staff has been working with the Developer over the past year to facilitate development on their 165 acre site at the northwest corner of the E Kentucky Avenue/CR 102 intersection. The Developer is proposing to construct three buildings totaling approximately 2.65 million square feet. As part of their development processing, the Developer was required to complete a flood study to determine if there were any flood impacts to the development of their project. In order to get the flood model approved, they needed to excavate a large portion of soil on the City's property and use that soil to construct their building pad above the flood elevation. The City benefits from this work because it provides additional storm drainage capacity for the City's ponds.

Discussion:

Listed below are the key deal points included in the agreement:

- The Developer will excavate, grade and remove the soil material at no cost to the City.
- Aside from earthmoving activities, the Developer will be reimbursed through the impact fee program for permanent site improvements such as plant establishment and other erosion control measures.
- The Developer will pay a fair share cost of maintenance for the storm drainage pond on the City's property.
- The Developer will be required to pay the Annexation Public Facilities Contribution prior to performing earthwork operations.
- The Developer will be required to prepay \$3,000,000 of development impact fees prior to performing earthwork operations.

Conclusion:

Staff recommends City Council adopt resolution No. _____, approving the Drainage Basin Agreement with the Kamilos Companies.

Prepared by: Brent Meyer, Community Development Director/ City Engineer

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Agreement and Exhibit A
3. Exhibit B

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE STORM DRAINAGE AGREEMENT WITH THE KAMILOS
COMPANIES**

WHEREAS, the City and the Developer, Kamilos Companies, have worked together to agree on contract deal points that allow for the Developer to proceed with their project located at the northwest corner of East Kentucky Avenue and CR 102; and

WHEREAS, The Developer agrees to excavate, grade and remove the soil material to their development site at no cost to the City; and

WHEREAS, The Developer agrees to prepay \$3,000,000 in development impact fees and pay the Annexation Public Facilities Contribution prior to performing any earthmoving work on the City's land; and

WHEREAS, the City wishes to approve the Storm Drainage Agreement with the Kamilos Companies through the adoption of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF WOODLAND AS FOLLOWS:**

Section 1. The City Council hereby approves the Storm Drainage Agreement and authorizes the City Manager to Execute the Agreement with the Kamilos Companies, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the dollar amounts listed in the Agreement do not change.

Section 2. A copy of the Agreement will be available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 19th day of April 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

DRAINAGE BASIN AGREEMENT

This Drainage Basin Agreement (this “**Agreement**”) is made and entered into as of April __, 2022 (the “**Effective Date**”), by and between _____, a _____ (“**Developer**”), and the City of Woodland, a California municipal corporation (“**City**”). Developer and City are each respectively referred to herein as a “**Party**” and collectively as the “**Parties**”.

R E C I T A L S:

A. Developer is the owner of that certain property comprised of approximately 165 acres located in the City of Woodland at the northwest corner of East Kentucky and County Road 102, as more particularly described in Exhibit A to this Agreement, attached hereto and incorporated herein by this reference (the “**Property**”);

B. Developer desires to develop the Property with three buildings totaling approximately 2.6 million square feet, which will house advanced logistics and distribution operations of wholesale goods (excluding explosive, flammable and toxic materials) (the “**Project**”). The Property is designated in the City’s General Plan as Industrial property, and is zoned Industrial in the City’s Zoning Ordinance. Wholesaling and distributing uses, excluding explosive, flammable and toxic materials are allowed by right within the City’s Industrial zones, provided, however, that in order to develop the Property, Developer does need to comply with the Conditions of Approval and CEQA mitigation measures imposed by the City as part of the approval of Woodland Tentative Parcel Map 4600, which includes the Property.

C. The Property is additionally located within an area that is subject to flooding when flows within Cache Creek (located north of the City) exceed the capacity of the Cache Creek Channel and spill out into the area north of the City. Prior to development within this area, Developer must provide a 200-year level of flood protection in accordance with California Department of Water Resources Urban Level of Protection criteria. In order to demonstrate that development of the Project can meet these requirements, Wood Rogers has prepared a hydraulic impacts analysis for the project site and technical memorandum dated January 7, 2022 (the “**Wood Rogers Analysis**”). The modeling included in the Wood Rogers Analysis indicates that in order to meet the requirements for flood protection, flows from the Property would, in part, flow into an existing drainage basin (the “**Drainage Basin**”) on that certain property owned by the City and located south of the Property and west of County Road 102 on Kentucky Avenue (the “**City Property**”) as depicted on the Site Map attached to this Agreement as Exhibit B and incorporated herein by this reference.

D. Developer desires to excavate soil material from the Drainage Basin and conduct the grading and improvements on the City Property necessary to allow the Drainage Basin to accommodate runoff from the Property following completion of the Development. Developer further desires to use the soil material excavated from the City Property to increase the elevation of the portions of the Property to be improved as part of the Development, as contemplated in the Wood Rogers Analysis.

E. City is willing to allow Developer to access the City Property to excavate the soil material needed for the Development, and complete the grading and associated maintenance

activities to the Drainage Basin as needed to accommodate the runoff from the Property, as contemplated in the Wood Rogers Analysis, subject to the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **License to Enter City Property.** City grants to Developer a non-exclusive right and license to enter, and for Developer to allow Developer's officers, employees, contractors, subcontractors, consultants, representatives, agents, permittees and invitees (collectively, "**Developer's Representatives**") to enter the City Property for purposes of excavating soil material from the Drainage Basin and constructing certain improvements to the Drainage Basin as required pursuant to this Agreement or any approvals required by City in connection with the completion of the Drainage Basin, and performing all activities necessary or desirable related thereto (collectively, "**Developer's Activities**"). Developer shall coordinate with the City on the Developer's Activities, secure all City approvals necessary for the Developer's Activities whether or not they are referenced or required in this Agreement, and shall provide the City with at least twenty-four (24) hours' notice prior to entering the City Property for any Developer's Activities.

2. **Excavation of Soil Material.** Developer may, at Developer's sole cost, excavate approximately 450,000 cubic yards of soil material from the Drainage Basin, subject to the following conditions:

2.1 Developer shall, at its sole cost, prepare grading plans for the excavation work within the Drainage Basin, which grading plans shall be subject to review and approval by the City. The grading plans must ensure that the excavated Drainage Basin meets all required setbacks from the existing wetlands and other existing land uses on the City Property.

2.2 Developer shall, at its sole cost, conduct a preconstruction survey of the Drainage Basin area prior to any grading, excavation, or other earth moving activity on the City Property. Developer shall coordinate with the City on the survey work and the City Engineer or his designee shall review and approve such survey prior to commencement of such work.

2.3 The approved grading plans are required to incorporate connections to the City's existing storm drainage infrastructure to ensure proper functioning of the Drainage Basin upon completion of the excavation of soil material and associated work by Developer in the Drainage Basin as required by this Agreement and other City approvals. The City may, as part of the approval of the grading plans in accordance with City policies and procedures, require the excavated portions of the Drainage Basin to be contoured to incorporate wetland areas, deep water pools and upland areas. City review of the grading plans shall ensure compliance with this requirement.

2.4 Developer shall, at its sole cost, generate and implement a Stormwater Pollution Prevention Plan ("**SWPPP**") for Developer's Activities in accordance with City standards. Final restoration of the Drainage Basin area following excavation shall include planting

and establishment of native seeding, including both pollinator species and wetland vegetation which shall be completed according to plans reviewed and approved by the City.

2.5 The excavation, grading and improvements described herein shall be completed in a manner that allows the Drainage Basin to be used to provide water quality and hydromodification for the Project.

2.6 Recycled water shall be used for earthwork activities for excavation and filling work that requires a water supply. The contractor shall obtain a permit for the use of recycled water from the City. Recycled water is available at the project site on the south side of Kentucky Avenue.

3. Credit for Stormwater Impact Fees. To the extent that the Developer's Activities include improvements to the Drainage Basin that are included in the program of improvements that serve as the basis for the City's adopted storm drain impact fee, the Developer shall receive a credit against the storm drain impact fee obligation that will be required to be paid as a condition of issuance of building permits for the Project. Creditable items could include establishment of native seeding and other permanent vegetation that serves as erosion control. The City and Developer shall enter into a reimbursement agreement in order to document the reimbursable items and determine a method for payment of credits or cash reimbursement. Developer and City agree and acknowledge that the cost of excavation, grading and removal of soil materials are not eligible for reimbursement of storm drain impact fees. Developer shall not receive fee credits or reimbursement for such costs.

4. Repair to City Property or Public Roads. Developer shall be responsible for any damage to the City Property or any public roads resulting from the Developer's Activities, including but not limited to damages to public roads as a result of the hauling of excavated soil materials from the City Property to the Property. Developer shall promptly repair and restore to its original condition or better the City Property or any public roads that may be altered, damaged or destroyed in connection with the conducting of the Developer's Activities or implementation of this Agreement.

5. Drainage Basin Maintenance Costs. Developer shall contribute its proportionate share of the cost of the maintenance of the Drainage Basin, based on the projected stormwater runoff from the Property resulting from Developer's property in relation to the projected stormwater from other properties that flow into the Drainage Basin. Developer will also be responsible for an additional maintenance cost because the Drainage Basin is functioning as a water quality and hydromodification basin for their project. Developer and City shall enter into a separate agreement providing for the maintenance work required for the Drainage Basin and the calculation and payment of such maintenance cost. If proposed by City, Developer shall cooperate in and shall not object to the formation of a special assessment district, community facilities district, storm drainage fee increase or alternate mechanism to pay such ongoing maintenance costs.

6. Flood Improvements. City has approved a Flood Risk Reduction Project to provide flood risk prevention and management for the City of Woodland and certain proximate regions (the "**Flood Project**"). Developer recognizes the benefit of the Flood Project to the Property and the Project, and to that end agrees as follows:

6.1 Prior to commencement of construction of the Flood Project, Developer will provide the City with an operations and maintenance easement across 30 foot wide strip along the northern boundary line of the Property to provide City access to the levee to be constructed as part of the Flood Project for maintenance and visual observation of the levee. Developer does not intend to construct a building or structure within this 30 foot wide area and therefore this easement will not interfere with Developer's proposed use of the Property.

6.2 At the time the Flood Project is constructed, the City will be required to increase the road elevation of County Road 102 to travel over the levee to be constructed north of the Property. Developer agrees that the Project site plan will accommodate an additional set back of up to 40 feet from County Road 102 to allow for the additional fill that will be required to increase the elevation of County Road 102. At its maximum height, the final road elevation will be 20 feet above existing ground elevation. This offset will taper as the road extends south of the future levee. The road will slope at a maximum of 5%. The City shall confirm that the site plan for the Project accommodates this additional set back prior to issuance of building permits for the Project. To the extent that it is necessary for Developer to dedicate land to accommodate this setback, Developer will dedicate the land to City for no additional compensation beyond the consideration provided under this Agreement.

6.3 Developer will cooperate in, and will not object to or oppose the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities or improvements required as part of the Flood Project. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring City or the City Council to form any such district or to issue and sell bonds to finance the improvements required as part of the Flood Project.

7. Annexation Public Facilities Contribution. As a condition of the annexation of the Property into the City, Developer and City entered into that certain Agreement Regarding Annexation and Development of a Specific Plan for a Regional Industrial Business Park dated December 17, 2002, as amended by that certain First Amendment to that Agreement dated November 18, 2003 and that certain Second Amendment to that Agreement dated June 14, 2005 (collectively, the "**Annexation Agreement**"). The Annexation Agreement requires, among other things, that Developer make a monetary contribution to the City to be used for public purposes consistent with City Council direction. The total contribution was separated into three separate contributions, and the third and final contribution of Seven Hundred Five Thousand Dollars (\$705,000.00) has been due and owing since 2006, but has not yet been paid by Developer. In light of the delay in such payment, City and Developer agree that an inflationary adjustment to the amount owing under the Annexation Agreement is merited. The City uses the Engineering News-Record Construction Cost Index ("**ENR CCI**") to apply inflationary adjustments to public works related projects. The ENR CCI from 2006 to 2022 is 53.1%. Therefore, the parties agree that with the inflationary adjustment under the ENR CCI, the total amount due and owing by Developer to City under the Annexation Agreement shall be One Million Seventy-Nine Thousand Three Hundred Fifty-Five Dollars (\$1,079,355.00) (the "**Annexation Agreement Contribution**"). As consideration for Developer's agreement to the inflationary adjustment as set forth herein, City agrees to forego any compensation for the soil materials that Developer shall excavate from the City Property.

8. Timing of Project; Termination of Agreement. City's willingness to allow for the excavation of the Drainage Basin as set forth herein is conditioned on the Project moving forward to construction in the immediate future. City and Developer therefore agree that Developer shall do the following to demonstrate significant progress toward the construction of the Project:

8.1 On or before October 31, 2022, and prior to entering into the City Property or conducting any of the Developer's Activities, Developer shall pay the Annexation Agreement Contribution in full to the City in cash.

8.2 On or before October 31, 2022, and prior to entering into the City Property or conducting any of the Developer's Activities, Developers shall prepay a portion of the development impact fees that will be due and payable for the Project. City and Developer estimate that the total development impact fees for the Project will be Thirty Eight Million Six Hundred Thousand Dollars, and therefore the prepayment amount to be made by Developer pursuant to this Agreement shall be Three Million Dollars (\$3,000,000.00) (the "**Impact Fee Prepayment**"). The Impact Fee Prepayment shall be made in cash, and shall be credited against development impact fees on a proportionate basis as determined by dividing the proposed building square footage by the total building square footage for the site. For the purposes of this calculation, the total building square footage for the site shall be 2,650,000 square feet.

In the event that Developer does not make the Annexation Agreement Contribution and the Impact Fee Prepayment by the dates as set forth in this Agreement, this Agreement shall automatically terminate on November 1, 2022, and neither Party shall have any further rights or obligations hereunder.

9. Compliance. Developer shall perform Developer's Activities, including in compliance with all applicable laws and City approvals.

10. Mechanics Liens. Developer will not permit any mechanics liens to be filed against the City Property by reason of any work, labor, materials, supplies, or services furnished or purportedly furnished on or about the City Property in connection with Developer's Activities. If any such mechanics lien shall be filed against the City Property, Developer shall discharge or release the same by posting a bond or otherwise; provided, however, that Developer may contest any such lien so long as the enforcement thereof is stayed. If Developer does not cause any such mechanics lien to be released of record or the enforcement thereof stayed within sixty (60) days after demand by City, City shall have the right, but not the obligation, to cause such lien to be released by posting a bond, and Developer shall reimburse City for all reasonable expenses incurred by City in posting such bond.

11. Indemnification. Developer agrees to indemnify, defend and hold City harmless from and against any and all claims, losses, liabilities, damages, costs and expenses, including, but not limited to, reasonable attorneys' fees and costs (collectively, "**Claims**") relating to injury to or death of persons or physical damage to personal property, to the extent directly caused by the negligence or willful misconduct of Developer or Developer's Representatives in the course of performing Developer's Activities pursuant to this Agreement. City acknowledges that the foregoing obligation is intended to protect City from claims it may suffer solely as a result of Developer conducting Developer's Activities on the City Property, and that it is not intended to and does not include an indemnification of City for, among other things, any monetary damages

or diminution in the value of the City Property as a result of the discovery of any pre-existing condition in, on or under the City Property or Claims arising after expiration or termination this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement.

12. Insurance.

12.1 Developer shall obtain or require all contractors it directly engages to conduct the Developer's Activities to obtain and maintain insurance of the types and in the amounts described below in a form and with carriers satisfactory to City at any time that Developer is conducting work or otherwise accessing the City Property

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a limit of not less than two million dollars (\$2,000,000.00) (or such lesser amount as may be approved in writing by City). If such insurance contains a general aggregate limit, it shall apply separately to construction work authorized by this Agreement or be no less than two times the occurrence limit and shall also name City, its officials, officers, employees, agents, and volunteers as additional insureds by endorsement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insureds.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000.00) each accident shall be maintained. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall contain the same provisions regarding additional insureds as set forth in Section 14.A.i. above.

(c) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00) each accident.

12.2 Other insurance requirements. Developer shall:

(a) Prior to taking any actions authorized by this Agreement, furnish City with properly executed certificates of insurance and endorsements or copies of insurance policies that evidence all insurance required in this Section 12 and that such insurance may not be canceled, allowed to expire, or be materially reduced in coverage except with thirty (30) days' prior written notice to City.

(b) Replace or require the replacement of certificates, policies, and endorsements for any insurance required herein expiring prior to substantial completion of the Developer's Activities on the City Property.

(c) Maintain all insurance required herein through the time that Developer completes all Developer's Activities to be conducted on the City Property.

(d) Place all insurance required herein with insurers licensed to do business in California and reasonably acceptable to City.

13. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or UPS, with charges prepaid for next business day delivery, addressed to the parties as follows:

If to City: City of Woodland
 300 First Street
 Woodland, CA 95695
 Attn: City Manager

With a copy to:

Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Ethan Walsh

If to Developer: Kamilos Companies
 11249 Gold Country Blvd., Suite 190
 Gold River, CA 95670
 Attn: Gerry Kamilos

The date of any notice or communication shall be the date of receipt, provided that rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any party may change its address for notice by giving notice to the other party in accordance with this Section 13.

14. Miscellaneous.

(a) Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

(b) Binding Effect. This Agreement and the covenants and agreements herein contained shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns.

(c) Survival. The obligations of the parties to indemnify, protect, defend and hold harmless the other party shall survive the expiration or earlier termination of this Agreement.

(d) Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief.

(e) No Third Party Beneficiary. The provisions of this Agreement are for the exclusive benefit of the parties and their successors and assigns, and shall not be deemed to confer any rights upon any person, except such parties, their successors and assigns. No obligation of a party under this Agreement is enforceable by, or is for the benefit of, any other third parties.

(f) Interpretation. This Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. The captions in this Agreement are for reference only and shall in no way define or interpret any provision hereof. Unless the context clearly requires otherwise: (i) the plural and singular shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) “shall,” “will,” or “agrees” are mandatory, and “may” is permissive; (iv) “or” is not exclusive; (v) “include,” “includes,” and “including” are not intended to be restrictive, and lists following such words shall not be interpreted to be exhaustive or limited to items of the same type as those enumerated; and (vi) “days” means calendar days, except if the last day for performance occurs on a Saturday, Sunday, or any legal holiday, then the next succeeding business day shall be the last day for performance.

(g) Severability. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

(h) Counterparts. This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(i) Authority; Execution. City represents that the person executing this Agreement on behalf of City is duly authorized to do so. Developer represents that the person executing this Agreement on behalf of Developer is duly authorized to do so.

(j) Final Agreement; Amendment. This Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement executed by both parties.

SIGNATURE PAGE TO DRAINAGE BASIN AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY:

CITY OF WOODLAND,
a municipal corporation

By: _____
Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Ethan Walsh, City Attorney

DEVELOPER:

_____,
a _____

By: _____

[end of signatures]

EXHIBIT A

PROPERTY DESCRIPTION

The land described herein is located in the State of California, County of Yolo, City of Woodland and is described as follows:

Parcel One: Parcels C and D as shown on Parcel Map No. 4600, filed for record December 28, 2005, in Book 2005 of Maps, Pages 215-216, Yolo County Records. APN's: 027-210-035 and 027-210-036

Parcel Two: Parcel B, as shown on Parcel Map No. 4600, filed for record December 28, 2005, in Book 2005 of Maps, Pages 215-216, Yolo county Records. APN: 027-210-034

(attached)

EXHIBIT B

MAP DEPICTING PROPERTY AND CITY PROPERTY

(attached)

B-1



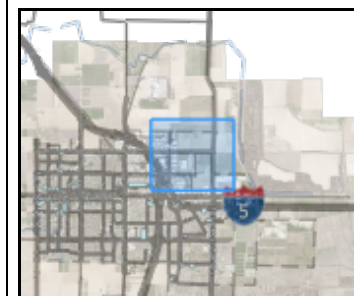
EXHIBIT B

DRAINAGE BASIN AGREEMENT

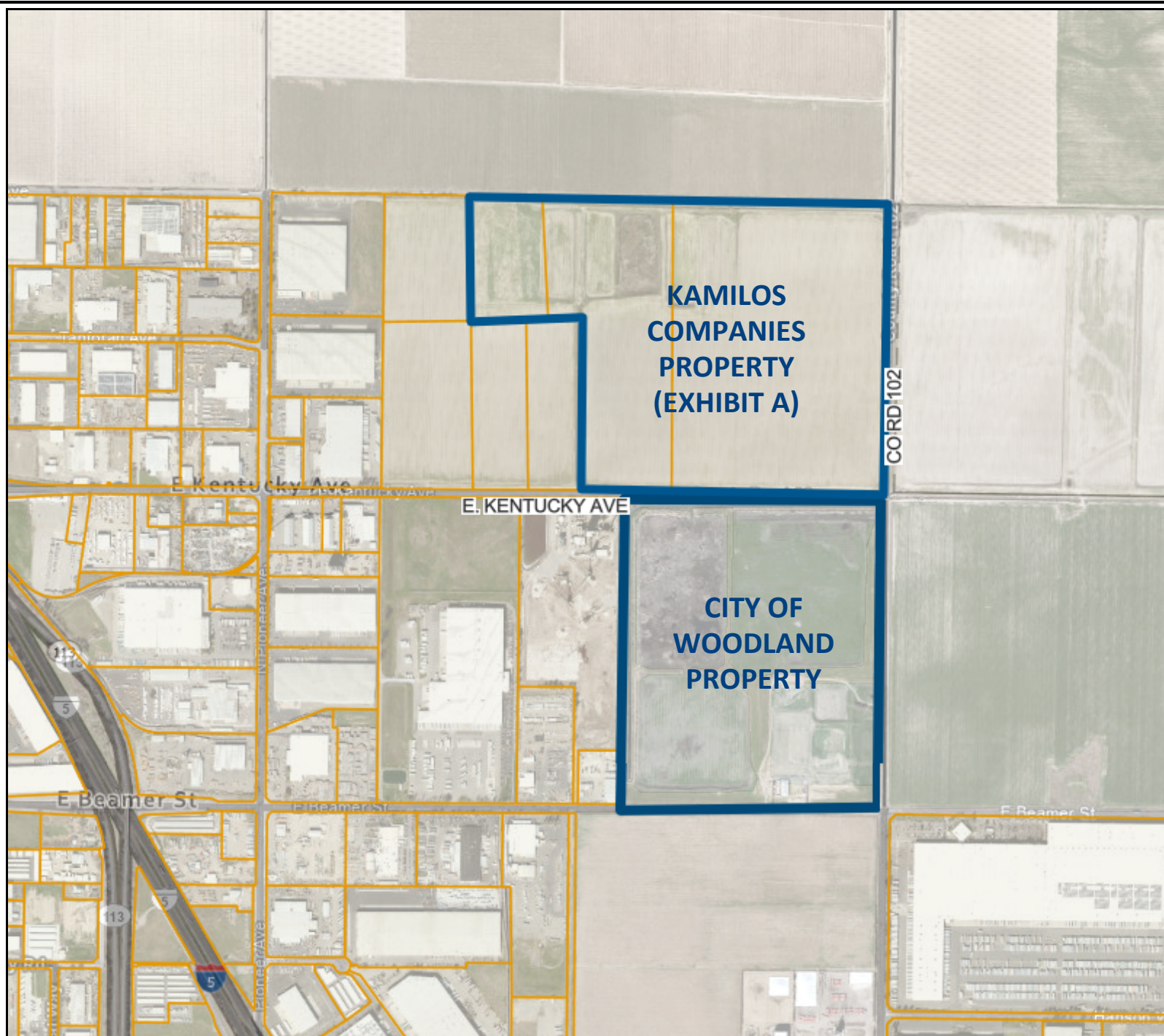
Legend

COWGIS

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Notes





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 19, 2022
ITEM #: J.15
SUBJECT: Military Equipment Use Ordinance

Recommendation for Action: Staff recommends that the City Council:

1. Hold a public hearing and receive public input on the Military Equipment Use Ordinance and the Woodland Police Department Military Equipment Use Policy; and
2. Introduce and conduct the first reading of Ordinance No. _____, an Ordinance of the City Council of the City of Woodland Adopting a Military Equipment Use Policy Pursuant to Assembly Bill 481.

Staff Contact

Anthony Cucchi, Deputy Chief, (530) 661-7816, anthony.cucchi@cityofwoodland.org

Fiscal Impact

No fiscal impact.

Background

On September 30, 2021, Governor Newsom approved Assembly Bill (AB) 481. The bill states and requires a law enforcement agency to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The bill also requires similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill allows the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards.

The bill requires the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill specifies these provisions do not preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

Discussion

California Assembly Bill 481 requires law enforcement agencies to obtain approval of the applicable governing body (Mayor and City Council) by adoption of a military equipment use policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment as defined by the legislature.

The Woodland Police Department currently owns and deploys equipment, which is defined as military equipment per California Government Code 7070 (c). The City of Woodland is required to hold a public hearing to discuss the issue of military equipment. Per AB 481, the public has a right to know about any funding, acquisition, or use of military equipment by the Woodland Police Department, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment. Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

The Woodland Police Department is seeking the Council's approval of the Military Equipment Use Policy and approval of military equipment purchased or acquired prior to January 1, 2022. Additionally, staff introduces an Ordinance of the City Council of the City of Woodland Military Equipment Use, which documents the procedures to fund or acquire military equipment for the Woodland Police department.

Conclusion

1. Hold a public hearing and receive public input on the Military Equipment Use Ordinance and the Woodland Police Department Military Equipment Use Policy; and
2. Introduce and conduct the first reading of Ordinance No. _____, an Ordinance of the City Council of the City of Woodland Adopting a Military Equipment Use Policy Pursuant to Assembly Bill 481.

Prepared by: Anthony Cucchi
Deputy Chief

Approved by: Derrek Kaff
Police Chief

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Woodland Ordinance Adopting AB 481 Military Equipment Use Policy-Final 2022-04-19
2. Attachment - Military Equipment Use Policy 2022-04-19

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF WOODLAND ADOPTING A MILITARY
EQUIPMENT USE POLICY PURSUANT TO ASSEMBLY
BILL 481**

WHEREAS, on September 30, 2021 Governor Newsom signed Assembly Bill 481 (“AB 481”) into law which requires law enforcement agencies to adopt a military equipment use policy (“Policy”) prior to taking certain actions relating to the funding, acquisition, or use of military equipment as defined by the law; and

WHEREAS, AB 481 requires adoption of the Policy by City Council before the law enforcement agency can take action to request military equipment as defined by the statute; seek funds (such as grants or in-kind donations) for acquiring military equipment; actually acquire military equipment, either permanently or temporarily by owning, borrowing, or leasing; collaborate with other law enforcement agencies to deploy or use military equipment in the agency’s territorial jurisdiction; use new or existing military equipment in a manner not previously subject to AB 481’s scope; solicit or respond to a proposal for, or enter into an agreement with, any person or entity to seek funds for, apply for, acquire, use, or collaborate in using military equipment; or to acquire military equipment through any other means not specifically detailed in the statute; and

WHEREAS, to continue to use military equipment acquired prior to January 1, 2022, the City must commence the process of adopting the Policy no later than May 1, 2022; and

WHEREAS, in accordance with AB 481, the proposed Policy was made available on the website of the Woodland Police Department (“Police Department”) at least thirty days prior to the public hearing by the City Council to adopt the Policy; and

WHEREAS, once adopted, the Policy will be made publicly available on the Police Department’s website for as long as the covered military equipment is available for use; and

WHEREAS, in accordance with AB 481, the Policy is being considered as an open session item at a regular meeting of the City Council, and public comment on the item will be allowed in accordance with the Brown Act; and

WHEREAS, this Ordinance shall be reviewed by the City Council at least annually, and based on an annual military equipment report that will be submitted to the City Council pursuant to AB 481, the City Council shall determine whether each type of military equipment identified in the report has complied with the standards for continued approval.

NOW, THEREFORE, the City Council of the City Of Woodland does ordain as follows:

SECTION 1. Recitals. The City Council hereby finds that all of the foregoing recitals are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

SECTION 2. Findings. Pursuant to Government Code section 7071(d)(1), as may be amended or renumbered from time to time, the City Council hereby makes the following findings in support of its adoption of the Policy:

A. The military equipment identified in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

B. The proposed Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

C. If the Police Department purchases military equipment pursuant to the Policy, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

D. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

SECTION 3. Military Equipment Use Policy Adopted. In light of the findings in Section 2, and in accordance with AB 481, the Policy attached to this Ordinance as Exhibit "A" is hereby adopted by the City Council.

SECTION 4. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. Severability. Each of the provisions of this Ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. Effective Date. This Ordinance shall become effective thirty (30) days after its adoption.

SECTION 7. Publication. The City Clerk is hereby directed to certify the adoption of this Ordinance and cause a summary or 1/4 page advertisement of the same to be published as required by law.

INTRODUCED AND FIRST READ at a Regular Meeting of the City Council of the City of Woodland, California, on the 19th day of April 2022, and thereafter **ADOPTED** at a Regular Meeting of the City Council held on this 17th day of May 2022, by the following vote to wit:

AYES:

NOES:

ABSENT

APPROVED

Mayra Vega, Mayor

ATTEST:

Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

Ethan Walsh, City Attorney

Exhibit “A”

Military Equipment Use Policy

[Attached behind this page]

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy ("Policy") is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment pursuant to Assembly Bill 481 ("AB 481"). (California Government Code § 7070; et seq.).

706.1.1 DEFINITIONS

Definitions related to this Policy include those provided in Government Code Section 7070 and as follows:

Governing body – City of Woodland City Council ("City Council") appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code Section 30510 and Penal Code Section 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by City Council or a state agency to require additional oversight.

Woodland Police Department

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Military Equipment

706.2 POLICY

It is the Policy of the City of Woodland ("City") that members of the Woodland Police Department("Department") comply with the provisions of AB 481, with request to the funding, acquisition and use of military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police shall designate a member of the department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the City Council for matters related to the requirements of this Policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the City Council.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the Department.
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting; and
 - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and City Council and ensuring that the report is made available on the department website.
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The list of qualifying equipment for the Department is attached to this Policy as Exhibit "A" and incorporated into the Policy by this reference:

[See attachment: Woodland_ Military Equipment List \(Final Draft\).pdf](#)

706.4.1 MAINTENANCE OF MILITARY USE SUPPLY LEVELS

When stocks of military equipment have reached significantly low levels or have been exhausted, the Department may order up to 25% of stock in a calendar year without City Council approval to maintain essential availability for the Department's needs.

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Military Equipment

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the City Council by way of an ordinance adopting this Policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure this Policy is submitted to the City Council and is available on the department website at least thirty (30) days prior to any public hearing concerning the adoption of the Policy. The Policy must be approved by the City Council prior to engaging in any of the following :

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the City Council.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 MILITARY EQUIPMENT USE CONSIDERATIONS

- (a) The military equipment acquired and authorized by the Department is:
 - 1. Necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
 - 2. Reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- (b) Military equipment shall only be used by a Department employee only after applicable training, including any course required by the Commission on Peace Officer Standards and Training, has been completed, unless exigent circumstances arise.

706.7 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

The Department participates with the Yolo County Regional SWAT Team and works closely with local, county, state, and federal partners. In exigent circumstances and with the approval

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of the Chief of Police or designee, military equipment may be deployed from outside entities to promote the safety and security of community members. If the Police Department acquires, borrows, or uses military equipment in exigent circumstances, it will provide written notification of the acquisition or use to the City Council within thirty (30) days following the commencement of such exigent circumstance, unless such information is confidential or privileged under local, state or federal law.

While this procedure is wide-ranging, it is not all-inclusive. There may be instances wherein exigent circumstances demand the need for Incident Commanders to authorize military equipment to be used in a manner not outlined within this policy. In scrutinizing those particular instances, the judgment of the Incident Commander influenced by the totality of the circumstances, public safety, officer safety, civil rights, and information available at the time will be used.

706.8 ANNUAL REPORT

Upon approval of the Policy, the Chief of Police or the authorized designee should submit a military equipment report to the City Council for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use.

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code section § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.9 COMPLIANCE

- (a) Department members are bound to adhere to this Policy, in addition to state and local laws and ordinances when employing the use of military equipment at any time. Violations of the law or this Policy may result in criminal or administrative investigations and/or actions.
- (b) Members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment in this Policy and how the military equipment is used by any of the following means:
 - 1. Via email to: wpd@cityofwoodland.org
 - 2. Via phone call to: (530) 661-7800
 - 3. Via mail to: Woodland Police Department Attn: Military Equipment Coordinator
1000 Lincoln Avenue Woodland, California 95695

The Department is committed to responding to complaints, concerns, and questions received through any of the above methods in a timely manner.

706.10 COMMUNITY ENGAGEMENT

Within thirty (30) days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at

Woodland Police Department

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which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Attachments

Woodland_ Military Equipment List (Final Draft).pdf

EXHIBIT "A"

MILITARY USE EQUIPMENT LIST

1. **Unmanned Aircraft System (UAS):** An unmanned aircraft along with the associated equipment necessary to control it remotely.
 - a. Description, quantity, capabilities, and purchase cost of current UAS:
 - i. DJI MAVIC MINI 2, cost: \$500 each, quantity: 3. Miniature UAS that weighs less than 249 grams and is able to record video with approximately 30 minutes of flight time.
 - ii. DJI MAVIC 2 ENTERPRISE ADVANCED, cost: \$6,500 each, quantity: 1. UAS that has a color and infrared camera as well as audible speaker and light. Capable of video recording and weighs less than 6,000 grams with approximately 30 minutes of flight time.
 - b. Purpose

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

 - a. major collision investigations.
 - i. search for missing persons.
 - ii. natural disaster management.
 - iii. crime scene photography.
 - iv. SWAT, tactical or other public safety and life preservation missions.
 - v. In response to specific requests from local, state or federal fire authorities for fire response and/or prevention.
 - c. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate the UAS during approved missions.
 - d. Expected Life Span

All UAS equipment, 3-5 years.
 - e. Fiscal Impact

Annual maintenance and battery replacement cost is approximately \$1,500.
 - f. Training

All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must attend a 16-hour department training and ongoing quarterly training.
 - g. Legal and Procedural Rules

Use is established under FAA Regulation 14 CFR Part 107 and the Woodland Police Department UAS policy 444. It is the policy of the Woodland Police Department ("WPD") to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.
2. **Mine-Resistant Ambush-Protected (MRAP) vehicle:** Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.

- a. Description, quantity, capabilities, and purchase cost
 - i. The MRAP Maxx Pro cost: approximately \$500,000.00, but received from the military at no cost, quantity: 1. The MRAP is an armored vehicle that seats 8 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor. It was painted and outfitted with decals, lights and siren to match the department's police vehicles.
 - b. Purpose

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.
 - c. Authorized Use

The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.
 - d. Lifespan

MRAP Maxx Pro, 25 years.
 - e. Fiscal Impact

Annual maintenance cost of approximately \$4961.
 - f. Training

The driver/operator shall receive training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in vehicle handling, the driver/operator will drive the vehicle throughout the city with an experienced driver. Driver/operators shall also undergo California Department of Motor Vehicles commercial vehicle testing. Drivers must obtain a Class B driver's license.
 - g. Legal and Procedural Rules

Use is established under General Order 410. It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.
3. **S.W.A.T. Command and Storage Vehicle:** A vehicle that carries S.W.A.T. Equipment, and had large boards for operational planning.
- a. Description, quantity, capabilities, and purchase cost

2007 Ford Utlimaster (custom built) vehicle, cost: \$ 52,000.00 quantity: 1. The vehicle can also be utilized for SWAT/CNT and other critical incidents.
 - b. Purpose

To be used for S.W.A.T. training and other critical incidents where S.W.A.T. is needed.
 - c. Authorized Use

The vehicle used by officers who have been properly trained in the safe handling of the vehicle. The driver of the vehicle shall have a valid California driver license.
 - d. Lifespan

The vehicle has a 30 year lifespan on chassis and vehicle structure.

- e. Fiscal Impact
Annual maintenance cost is approximately \$1,709
 - f. Training
The operator will drive the vehicle throughout the city with an experienced driver, until comfortable driving alone.
 - g. Legal and Procedural Rules
It is the policy of the Department to use the vehicle only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.
4. **Crisis Negotiation Team (CNT) Vehicle:** A vehicle used as a mobile office that provides shelter, access to the Police Department computer systems on extended events.
- a. Description, quantity, capabilities, and purchase cost
1980 Chevy Pannel truck (custom built) vehicle, cost: \$1000.00, quantity: 1. The CNT vehicle can be utilized with SWAT/CNT callouts. The vehicle was purchased used in 1999 and is overdue for replacement. The replacement cost is around \$50,000.00 fully equipped.
 - b. Purpose
To be used based for C.N.T. training and other critical incidents where C.N.T. is needed.
 - c. Authorized Use
The CNT vehicle used by officers and staff who have been properly trained in the safe handling of the vehicle. The driver of the vehicle shall have a valid California driver license.
 - d. Lifespan
The CNT vehicle has a 30-year lifespan on a chassis and vehicle.
 - e. Fiscal Impact
Annual maintenance, \$1,652
 - f. Training
The operator will drive the vehicle throughout the city with an experienced driver, until comfortable driving alone.
 - g. Legal Procedural Rules
Use shall be in accordance with California State law regarding the operation of motor vehicles.
5. **40 MM Launchers and Rounds:** 40MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds.
- a. Description, quantity, capabilities, and purchase cost
 - i. LEWIS MACHINE & TOOL Co. 40MM SINGLE SHOT LAUNCHER, cost \$ 1000.00
Quantity: 1. The 40MM Single Launcher is a tactical single shot launcher that is equipped with a EOTECH sight, a TLR-1 light and sling. It will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. It will launch a

- 40MM less lethal round up to 131 feet and is only authorized to be used by trained personnel.
- ii. DEF TECH 40 MM SINGLE SHOT LAUNCHER Model 1327 cost \$ 1000.00
Quantity: 5. The 40MM Single Launcher is a tactical single shot launcher that is equipped with a M3 light and sling. It will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. It will launch a 40MM less lethal round up to 131 feet and is only authorized to be used by trained personnel.
 - iii. DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT OC, #6320, cost: \$30, quantity: 21. A less lethal 40MM lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm grenade launcher with a rifled barrel at 295 FPS. The 39-gram crushable foam projectile delivers 120 ft/lbs of energy upon impact in addition to dispersion of 5 grams of OC irritant. The 40mm Direct Impact OC Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.
 - iv. DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT MARKING (GREEN), #6326, cost: \$30.30 quantity: 12. A less lethal 40MM lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm grenade launcher with a rifled barrel at 295 FPS. The 40 gram crushable foam projectile delivers 120 ft/lbs of energy upon impact. The 40mm Direct Impact marking round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.
 - v. DEFENSE TECHNOLOGY, 40MM EXACT IMPACT, #6325, cost: \$28.65, quantity: 9. A less lethal 40MM lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm grenade launcher with a rifled barrel at 295 FPS. The 30 gram crushable foam projectile delivers 120 ft/lbs of energy upon impact. The 40mm Direct Impact marking round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.
 - vi. DEFENSE TECHNOLOGY, 40MM EXACT IMPACT LE EXTENDED RANGE, #6325LE, cost: \$30.30, quantity: 10. A less lethal 40MM lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm grenade launcher with a rifled barrel at 295 FPS. The 41 gram crushable foam projectile delivers 120 ft/lbs of energy upon impact. The 40mm Direct Impact marking round provides accurate and effective performance when fired from the approved distance of not less than thirty-three (33) feet and as far as 233 feet from the target.
 - vii. DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT CS, #6322, cost: \$30.30, quantity: 3. A less lethal 40MM lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm grenade launcher with a rifled barrel at 295 FPS. The 40 gram crushable foam projectile delivers 120

ft/lbs of energy upon impact in addition to dispersion of 3 grams of OC irritant. The 40mm Direct Impact marking round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.

- viii. DEFENSE TECHNOLOGY, 40 MM WARNING / SIGNALING (50 meters), #6028WS, cost:\$43.60, quantity: 4. The 40mm Aerial Warning/Signaling Munition, 50 meters, is intended for use in situations where stand-off distance is desired, giving the operator the ability to engage crowds, vehicles, or vessels. Launched from a 40mm platform, the munitions deflagrate at a set distance of 50 meters to deliver 170 dB of sound and 5 million candelas of light, noticeable in day or night conditions. A tactile feature on the nose of the cone indicates the designated distance.
- ix. DEFENSE TECHNOLOGY, 40 MM WARNING / SIGNALING (100 meters), #6029WS, cost: \$43.60, quantity: 2. The 40mm Aerial Warning/Signaling Munition, 100 meters, is intended for use in situations where stand-off distance is desired, giving the operator the ability to engage crowds, vehicles, or vessels. Launched from a 40mm platform, the munitions deflagrate at a set distance of 50 meters to deliver 170 dB of sound and 5 million candelas of light, noticeable in day or night conditions. A tactile feature on the nose of the cone indicates the designated distance.
- x. DEFENSE TECHNOLOGY, 40 MM CS WARNING / SIGNALING (100 meters), #6029CS, cost: \$45.60, quantity: 6. The 40mm Aerial Warning/Signaling Munition, 100 meters, is intended for use in situations where stand-off distance is desired, giving the operator the ability to engage crowds, vehicles, or vessels. Launched from a 40mm platform, the munitions deflagrate at a set distance of 50 meters to deliver 170 dB of sound and 5 million candelas of light, noticeable in day or night conditions, and releases 1.8 grams of CS. A tactile feature on the nose of the cone indicates the designated distance.
- xi. DEFENSE TECHNOLOGY, 40 MM FERRET OC (liquid), #1260(no longer manufactured – replacement is part# 2260), cost: \$28.90, quantity: 44. The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.
- xii. DEFENSE TECHNOLOGY, 40 MM FERRET CS (powder), #1292 (no longer manufactured) – replacement is part# 2292), cost: \$27.85, quantity: 39. The Ferret® 40 mm Barricade Penetrating Round is filled with a CS powder chemical

agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling. It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial. Primarily used by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impact the nose ruptures and instantaneously delivers the agent payload inside a structure or vehicle.

- xiii. DEFENSE TECHNOLOGY, 40 MM FERRET CS (liquid), #2262, cost: \$28.15, quantity: 6. The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.
- xiv. DEFENSE TECHNOLOGY, 40 MM SPEDE-HEAT CS, #6182, cost: \$30.65, quantity: 26. The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.
- xv. DEFENSE TECHNOLOGY, 40 MM SPEDE-HEAT SAF-SMOKE, #6183, cost: \$27.85, quantity: 3. The Spede-Heat™ Saf-Smoke™ Long Range Munitions is designed to deliver one chemical canister of Saf-Smoke™ payload down range up to 150 yards. The Spede-Heat is a pyrotechnic round designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in approximately 20-40 seconds from a single source. The Spede-Heat 40 mm is designed for outdoor and has a maximum effective range of 150 yards.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

d. Training

Sworn members utilizing 40MM less lethal chemical agents or impact rounds are trained in their use by POST certified less lethal and chemical agents instructors.

e. Lifespan

- i. LEWIS MACHINE & TOOL Co. 40MM SINGLE SHOT LAUNCHER – 25 years
- ii. DEF TECH 40 MM SINGLE SHOT LAUNCHER Model 1327 – 25 years
- iii. DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT OC, #6320 – 5 years
- iv. DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT MARKING (GREEN), #6326 – 5 years
- v. DEFENSE TECHNOLOGY, 40MM EXACT IMPACT, #6325 – 5 years
- vi. DEFENSE TECHNOLOGY, 40MM EXACT IMPACT LE EXTENDED RANGE, #6325LE, - 5 years
- vii. DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT CS, #6322 – 5 years
- viii. DEFENSE TECHNOLOGY, 40 MM WARNING / SIGNALING (50 meters), #6028WS – 5 years
- ix. DEFENSE TECHNOLOGY, 40 MM WARNING / SIGNALING (100 meters), #6029WS – 5 years
- x. DEFENSE TECHNOLOGY, 40 MM CS WARNING / SIGNALING (100 meters), #6029CS – 5 years
- xi. DEFENSE TECHNOLOGY, 40 MM FERRET OC (liquid), #1260(no longer manufactured – replacement is part# 2260) – 5 years
- xii. DEFENSE TECHNOLOGY, 40 MM FERRET CS (powder), #1292 (no longer manufactured) – 5 years
- xiii. DEFENSE TECHNOLOGY, 40 MM FERRET CS (liquid), #2262 – 5 years
- xiv. DEFENSE TECHNOLOGY, 40 MM SPEDE-HEAT CS, #6182 – 5 years
- xv. DEFENSE TECHNOLOGY, 40 MM SPEDE-HEAT SAF-SMOKE, #6183 – 5 years

f. Fiscal Impact

Annual maintenance is approximately \$25 for each launcher.

g. Legal and Procedural Rules

Use is established under General Order 300 and 303. It is the policy of the WPD to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

6. **Noise Flash Distraction Devices:** A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

a. Description, quantity, capabilities, and purchase cost

- i. Safari Land #8901 Distraction Device reload steel collar, cost \$34.65, quantity: 32. A non-bursting, non-fragmenting multi-bang device that produces a loud bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
- ii. Safari Land #8933 Distraction Device low roll body, cost \$ 52, quantity: 10. This body holds the above distraction device which can be reloaded.

b. Purpose

Noise/flash distraction devices (NFDD) are less lethal weapons used to facilitate an effective resolution to assaultive or high risk situations where disorienting or moving an individual or group of people, to effect an arrest or clear an area, is desired.

c. Authorized Use

Noise Flash Diversionary Devices shall only be used:

- iii. By officers who have been trained in their proper use.
- iv. In hostage and barricaded subject situations.
- v. In high risk warrant (search/arrest) services where there may be extreme hazards to officers.
- vi. During other high-risk situations where their use would enhance officer safety.
- vii. During training exercises.

d. Lifespan

Until used.

e. Fiscal Impact

No annual maintenance.

f. Training

Prior to use, officers must attend diversionary device training that is conducted by Post certified instructors.

g. Legal and Procedural Rules

Use is established under General Order 407. It is the policy of the WPD to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

7. **Rifles:** Guns that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance.

a. Description, quantity, capabilities, and purchase cost

- i. ARMALITE, 7.62 CALIBER RIFLE, MODEL AR-10, COST: \$2000.00, quantity: 1. This rifle is equipped with a scope, sling and bi-pods. It is a short-barreled rifle, equipped with a red dot sight, light and sling which allows a trained officer better control with greater accuracy than a pistol. It is used in instances to engage a suspect at greater distances than the capability a pistol.
- ii. COLT, .223 CALIBER RIFLE, MODEL AR-15, COST: \$1000.00, quantity: 1. This rifle allows a trained officer better control with greater accuracy than a pistol. It is used in instances to engage a suspect at greater distances than the capability a pistol.
- iii. SMITH & WESSON, 5.56 mm RIFLE, MODEL M&P 15, COST \$2000.00, quantity: 1. It is a short-barreled rifle, equipped with a red dot sight, light and sling which allows a trained officer better control with greater accuracy than a pistol. It is used in instances to engage a suspect at greater distances than the capability a pistol. The rifle is capable of firing both 5.56 mm or .223 caliber ammunition.
- iv. COLT, 5.56mm, MODEL: M16A1, received from the military at no cost (replacement cost of \$2000.00 each). Quantity: 6. It is a short-barreled rifle, equipped with a red dot sight, light and sling which allows a trained officer

better control with greater accuracy than a pistol. It is used in instances to engage a suspect at greater distances than the capability a pistol. The rifle is capable of firing both 5.56 mm or .223 caliber ammunition.

- v. COLT, 5.56mm, MODEL: M16A1, received from the military at no cost. (Replacement cost of approximately \$1400.00 each) Quantity 2. It is a short barreled rifle converted to simmunitions (marking paint) to use for training purposes only.
- vi. COLT, 5.56, MODEL M16A2, COST \$2000.00, quantity: 4. It is a short-barreled rifle, equipped with a red dot sight, light and sling which allows a trained officer better control with greater accuracy than a pistol. It is used in instances to engage a suspect at greater distances than the capability a pistol. The rifle is capable of firing both 5.56 mm or .223 caliber ammunition.
- vii. REMINGTON, .308 CALIBER RIFLE, MODEL 700, COST \$3000.00, quantity: 2. This rifle is equipped with a scope, sling and bi-pods. This rifle is a very highly accurate, used primarily in an over-watch capacity to protect the community during large events and for hostage rescue situations.
- viii. BERGARA, 6.53CM mm RIFLE, MODEL, PREMIER, COST \$3500.00, quantity: 1. This rifle is equipped with a scope, sling and bi-pods. This rifle is a very highly accurate, used primarily in an over-watch capacity to protect the community during large events and for hostage rescue situations.
- ix. COLT LAW ENFORCEMENT 5.56 mm RIFLE, MODEL CARBINE, Cost: \$2000.00, quantity 27. It is a short-barreled rifle, equipped with a red dot sight, light and sling which allows a trained officer better control with greater accuracy than a pistol. It is used in instances to engage a suspect at greater distances than the capability a pistol. The rifle is capable of firing both 5.56 mm or .223 caliber ammunition.
- x. BUSHMASTER 5.56 mm RIFLE, MODEL M4, Cost: \$2000.00. It is a short-barreled rifle, equipped with a red dot sight, light and sling which allows a trained officer better control with greater accuracy than a pistol. It is used in instances to engage a suspect at greater distances than the capability a pistol. The rifle is capable of firing both 5.56 mm or .223 caliber ammunition.
- xi. HORNADY DUTY .223 CALIBER 60 GRAIN RIFLE ROUND, cost: \$185.00 per case of 200, quantity 50 cases.
- xii. WINCHESTER TRAINING .223 CALIBER, 55 GRAIN RIFLE ROUND, cost: \$314.20 per case of 1000, quantity 19 cases
- xiii. FRONTIER TRAINING .223 CALIBER, 55 GRAIN RIFLE ROUND, cost: \$185.00 per case of 500, quantity 12 cases
- xiv. HORNADY DUTY, 6.53CM mm, 147 GRAIN MTAP RIFLE ROUND, cost: \$ 270.00 per case of 200, quantity 5 cases.
- xv. HORNADY DUTY, 6.53CM mm, 140 GRAIN GMX RIFLE ROUND, cost: \$ 340.00 per case of 200, quantity 1 cases.
- xvi. HORNADY DUTY, .308 CALIBER, 155 GRAIN ELD RIFLE ROUND, cost: \$250.00 per case of 200, quantity 11 cases.

- xvii. HORNADY DUTY, .308 CALIBER, 165 GRAIN GMX TAP RIFLE ROUND, cost: \$380.00 per case of 200, quantity 2 cases.

- b. Purpose

To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

- c. Authorized Use

Only officers that have received department training are authorized to use a rifle.

- d. Lifespan

Colt Law Enforcement 5.56 carbine rifle- 15 years.

Bushmaster M4 5.56 rifle – 15 years.

Hornady Duty .223, 60 grain rifle round – no expiration.

Winchester Training .223, 55 grain rifle round – no expiration.

Frontier Training .223, 55 grain rifle round – no expiration.

Hornady Duty, 6.53CM mm, 147 grain mtap rifle round – no expiration.

Hornady Duty, 6.53CM mm, 140 grain gmx rifle round - no expiration.

Hornady Duty, .308 caliber, 155 grain eld rifle round – no expiration.

Hornady duty, .308 caliber, 165 grain gmx tap rifle round – no expiration.

- e. Fiscal Impact

Annual maintenance is approximately \$25 for each rifle.

- f. Training

Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification once a year.

- g. Legal and Procedural Rules

Use is established under General Order 306. It is the policy of the WPD to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

8. **Chemical Agent and Smoke Canisters:** Canisters that contain chemical agents that are released when deployed.

- a. Description, quantity, capabilities, and purchase cost

- i. DEFENSE TECHNOLOGY, POCKET TACTICAL GRENADE, CS, #1016, cost: \$28, quantity: 16. The Pocket Tactical CS Grenade is small, and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 in. in size, it easily fits in most tactical pouches. Though this device is slightly over four inches length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full size tactical grenade.

- ii. DEFENSE TECHNOLOGY, HAN-BALL GRENADE, CS, #1092, cost: \$40.75, quantity: 3. The Han-Ball™ CS Grenade is an outdoor use grenade expelling its payload in approximately 15-20 seconds. The rubber ball round has an over all size of 4.8 in. tall, including the fuse head, and 3.1 in. diameter. This launch-able grenade holds approximately 1.6 oz. of active agent which is expelled through three ports around the equator of the ball.

- iii. DEFENSE TECHNOLOGY, SPEDE-HEAT CONTINUOUS DISCHARGE CHEMICAL GRENADE, CS, #1072, cost: \$33.05, quantity: 24. The Spede-Heat™ CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This hand held, outdoor use grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent.
- iv. DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE, #1032, cost: \$46.25, quantity: 39. The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure.
- v. DEFENSE TECHNOLOGY, RIOT CONTROL CONTINUOUS DISCHARGE CS GRENADE, #1082, cost: \$29.30, quantity: 16. The Riot Control CS Grenade is designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This launch-able grenade is 6.0 in. by 2.35 in. and holds approximately 2.7 oz. of active agent.
- vi. DEFENSE TECHNOLOGY, TRIPLE CHASER SEPARATING CANISTER, CS, #1026, cost: \$52.35, quantity: 9. The Triple-Chaser® CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This grenade can be hand thrown or launched from a fired delivery system. The grenade is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.
- vii. DEFENSE TECHNOLOGY, INSTANTANEOUS BLAST CS, #1042, cost: \$54.60, quantity: 4. The Instantaneous Blast CS Grenade is designed for indoor or outdoor use; this grenade's powder is expelled upon initiation of a small internal detonator that has sufficient force to split the canister at six machined grooves on the outside surface. This device is well suited for affecting numerous subjects grouped within a contained portion of a prison yard or area, using wind

to the advantage. This 6.12 in. by 2.62 in. grenade will deliver approximately 1.5 oz. of active agent.

- viii. DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER OC GRENADE, #1030, cost: \$49.00, quantity: 4. Designed for law enforcement and corrections, the OC Flameless Tri-Chamber Pyrotechnic Grenade combines the effectiveness of Oleoresin Capsicum (OC) as an incapacitating agent with the flexible delivery methods, range and area coverage of pyrotechnic munitions. The OC Flameless Tri-Chamber Grenade can be used in crowd control, or barricade situations, as a less lethal solution to incapacitate subjects through temporary respiratory discomfort, while reducing or negating the chance of fire to structures. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure.
- ix. DEFENSE TECHNOLOGY, OC VAPOR AEROSOL GRENADE, #1056, cost: \$50.15, quantity: 2. The Defense Technology® OC Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist. The grenade is designed for indoor-use in confined areas and, once deployed, inflames the mucous membranes and exposed skin resulting in an intense burning sensation. The incapacitating effect of the OC Vapor on the subject is dramatic, yet requires minimal decontamination. Removing the subject from the affected area to fresh air will resolve respiratory effects within minutes. The OC Vapor Aerosol Grenade is ideal for cell extractions or barricade situations where the use of pyrotechnic, powder or liquid devices is not practical or desired.
- x. DEFENSE TECHNOLOGY, OC VAPOR AEROSOL GRENADE, #1073, cost: \$42.15, quantity: 22. The Maximum Smoke Grenade is designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in approximately 1.5 – 2 minutes through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This grenade is 6.0 in. by 2.6 in. and holds approximately 2.9 oz. of active agent.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Dangerous and/or combative individuals.
- ii. Hostage situation or barricaded suspects.

- iii. Riot/crowd control and civil unrest incidents.
- iv. Circumstances where a tactical advantage can be obtained.
- v. Potentially vicious animals.
- vi. Training exercises or approved demonstrations.

c. Authorized Use

Only SWAT officers who have received training in the use chemical agents are authorized to use chemical agents.

d. Training

Sworn SWAT Officers utilizing chemical agent canisters are certified by POST less lethal and chemical agents instructors.

e. Lifespan

5 years from manufacturing date.

f. Fiscal Impact

No annual maintenance.

g. Legal and Procedural Rules

Use is established under the WPD SWAT Manual. It is the policy of the WPD to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

9. Explosive Breaching Tools: Tools that are used to conduct an explosive breach.

a. Description, quantity, capabilities, and purchase cost

- i. ROYAL REMINGTON 870 EXPRESS BREACHING SHOTGUN, cost: \$500, quantity: 1. This weapon allows for breaching officers to safely utilize shotgun breaching rounds in order to destroy deadbolts, locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure. This weapon can also defeat windows and sliding glass doors with a flash bang round. A less lethal 2.4- inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS).
- ii. ROYAL ARMS TESAR-1 ORANGE CAP 275 GRAIN COPPER FRANGILBE BREACHING ROUND, cost: \$5 per round, quantity: 15. The round is fired from a breaching shotgun and is used to destroy solid and hollow wood doors, locks and hinges.
- iii. ROYAL ARMS TESAR-2 BACK CAP 425 GRAIN COPPER FRANGILBE BREACHING ROUND, cost: \$5 per round, quantity: 10. The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.
- iv. ROYAL ARMS TESAR-3 GREEN CAP 375 GRAIN CLAYVON FRANGIBLE BREACHING ROUND, cost: \$5 per round, quantity: 15. The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.
- v. ROYAL ARMS TESAR-4 YELLOW CAP 750 GRAIN COPPER FRANGIBLE BREACHING ROUND, cost: \$5 per round, quantity: 15. The round is fired from a breaching shotgun and is used to destroy deadbolts, locks, and hinges.
- vi. ROYAL ARMS HP CUTTER 12 GAUGE HOLLOW POINT REBAR CUTTER BREACHING ROUND, cost: \$6 per round, quantity: 10. The round is fired from a breaching

shotgun and is used to cut rebar, penetrate security glass, car doors, and can penetrate engine blocks.

- i. ROYAL ARMS MB-70S 12 GAUGE MUZZLE BLAST FLASH BANG SOFT BREACHING ROUND, cost: \$6 per round, quantity: 29. The round is fired from a breaching shotgun and is used as a diversionary round and can be used to break glass.

b. Purpose

To safely gain entry into a structure.

c. Authorized Use

Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises.

d. Lifespan

Breaching Shotgun- 25 years

Royal Arms Tesar-1 orange cap 275 grain copper breaching round – 5 years

Royal Arms Tesar-2 black cap 425 grain copper breaching round- 5 years

Royal Arms Tesar-3 green cap 375 grain clayvon frangible breaching round- 5 years

Royal Arms Tesar-4 yellow cap 750 grain copper frangible breaching round- 5 years

Royal Arms HP cutter 12-gauge hollow point rebar cutter breaching round- 5 years

Royal Arms MB-70S 12-gauge muzzle blast flash bang soft breaching round- 5 years

e. Fiscal Impact

Annual maintenance is approximately \$50.

f. Training

All SWAT officers who use explosive breaching tools shall attend 40 hours of explosive breaching instruction and must additionally receive quarterly training for explosive operations.

g. Legal and Procedural Rules

It is the policy of the WPD to utilize breaching tools only for official law enforcement purposes, and pursuant to State and Federal law.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 19, 2022
ITEM #: K.16
SUBJECT: Contract for Professional Architectural & Engineering Design Services with LPA, Inc. for the Southeast Area Aquatic Center Project, CIP #19-18

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, 1) Appropriating \$1,500,000 of Measure J funds to the Southeast Area Aquatic Center Project, CIP #19-18 in FY 2022; 2) Authorizing the City Manager to execute a Consultant Agreement with LPA, Inc. in an amount not to exceed \$1,050,000 and approve a contract contingency for 10% (\$105,000) for the design of the Southeast Area Aquatic Center Project, CIP #19-18.

Staff Contact:

Ed Wisniewski, Senior Civil Engineer, (530) 661-5975, Ed.Wisniewski@cityofwoodland.org

Fiscal Impact:

The project is currently funded with \$15,000 in General Capital Funds (Fund 501) and \$250,000 in Measure J Funds. In September 2018, the City Council approved a Joint Use Agreement (JUA) with the Woodland Joint Unified School District (WJUSD) to reserve 2.5 acres of property on Pioneer Avenue, adjacent to Pioneer High School, for the future Aquatic Center. The JUA committed the City to an up-front payment of \$250,000 to reserve the land, which was paid for with Measure J funds. The City has also reserved \$1.75 million in additional Measure J funds to be used for the pool project.

The funding allocated within this Council item will cover design, permitting, and project management costs. Measure J funds previously reserved for this project are the proposed funding source for the design phase.

Staff has been working to identify a funding framework to pay for the entire pool project. Funding sources identified to contribute to the overall project consist of Spring Lake Parks Funds, Measure J, Measure F, American Rescue Plan (ARP) Act Funds, general-purpose fees collected through various development agreements, general fund reserves and community fundraising. The original target for overall project funding was \$10.5 million. Based on inflation and other market conditions, total project costs, with expected construction in 2024, are now projected to be between \$13 million and \$15 million. Although the funding sources and strategies identified fall short of the expected overall project costs, staff is recommending that the City proceed with the design phase of the project and return to Council when the project design is complete, with a refined construction cost estimate and a comprehensive plan for total project funding.

Background:

The City currently operates one municipal pool, the Charles Brooks Community Swim Center, located adjacent to Woodland High School. The City Council has identified completion of a second community pool as a priority goal. Once the site of the new pool was secured through execution of the Joint Use Agreement, focus shifted to confirmation of project scope and development of a financing plan to advance the project. On August 17, 2021, the City Council appointed a subcommittee to work with staff to confirm the recommended project scope and budget.

In fall 2021, the Council subcommittee and staff confirmed that the preferred project scope would include a 10-lane competition swimming pool, a recreational pool with play features and shallow lanes for learn-to-swim activities, an approximately 4,500 square foot support building (with ticket center/office, locker rooms,

restrooms, lifeguard/staff room, mechanical room, chemical storage), and other landscaping/site improvements (see attached conceptual design). At that time, the project cost associated with the preferred scope was estimated at \$10.5 million.

Discussion:

With the preferred project scope and budget confirmed, staff moved forward with selecting a consultant to design the project. LPA, Inc. was selected to provide architectural and engineering design services for the project through a competitive process. Staff issued a Request for Qualifications (RFQ) on January 7, 2022 and received nine proposals on February 4, 2022. A consultant selection committee was formed and the proposals were reviewed and ranked. The top four firms were brought in for interviews. LPA received the highest ranking in both the proposal and interview stages of the selection process. The LPA team has designed more than 50 aquatic facilities in California and across the country.

Construction is expected to begin in Spring 2024. Since a significant portion of the overall project funding is based on revenues generated through development fees, delaying construction to 2024 will allow time to ensure that development rates continue as currently forecasted. Even with the additional time to allow for collection of these development related revenues, a funding shortfall to execute a construction contract in early 2024 still exists. Staff is working on identifying potential options to fully fund the project in 2024, and to ensure adequate cash has been identified to cover the construction costs. These funding options will likely include borrowing from other City funds, with repayment expected from future development revenues. Construction duration is currently estimated at approximately 12 months, meaning the new aquatic center would open to the public for the 2025 spring/summer season.

Over the course of negotiations with LPA, it became apparent that previous cost estimates needed to be re-evaluated given the current inflationary concerns that all construction projects are currently facing. Total project costs are now estimated at approximately \$15 million, which considers escalating construction costs to the mid-point of construction (end of calendar year 2024). Fees for architectural design services are typically based on a percentage (9-13%) of the total estimated construction cost. At this time, staff is still negotiating the final fee for LPA's services, but current progress suggests that the City and LPA can come to an agreement for a contract not to exceed \$1.05 million, which represents approximately 9% of the currently estimated construction cost of \$12 million.

The initial phase of the design scope of services includes programming confirmation and conceptual planning. In this predesign phase, LPA will work with the City to confirm that the project scope and budget are adequate to meet the programming goals established during previous project feasibility studies. Upon completion of program confirmation/conceptual plan efforts, LPA will prepare schematic design documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of project components for City approval. The schematic design phase will set the basis for design development and construction document preparation.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, 1) Appropriating \$1,500,000 of Measure J funds to the Southeast Area Aquatic Center Project, CIP #19-18 in FY 2022; 2) Authorizing the City Manager to execute a Consultant Agreement with LPA, Inc. in an amount not to exceed \$1,050,000 and approve a contract contingency for 10% (\$105,000) for the design of the Southeast Area Aquatic Center Project, CIP #19-18.

Prepared by: Ed Wisniewski, Senior Civil Engineer

Reviewed by: Brent Meyer, City Engineer/CDD Director

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Location Map
3. Conceptual Plan

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT
AGREEMENT FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING DESIGN
SERVICES WITH LPA, INC. FOR THE SOUTHEAST AREA AQUATIC CENTER
PROJECT, CIP 19-18**

WHEREAS, City-commissioned studies previously conducted to assess current and future aquatic program needs identified the need for a second aquatics facility to support both competitive and recreational swimming programs and activities; and

WHEREAS, on September 4, 2018, the City Council approved a Joint Use Agreement (JUA) with the Woodland Joint Unified School District (WJUSD) to reserve 2.5 acres of property on Pioneer Avenue, adjacent to Pioneer High School, for a future Aquatic Center; and

WHEREAS, on August 17, 2021, the City Council appointed an ad-hoc subcommittee who subsequently worked with City staff to confirm the recommended project scope and budget identified in prior feasibility studies; and

WHEREAS, on January 7, 2022, a request for qualifications (RFQ) was advertised and on February 4, 2022, staff received 9 statements of qualifications; and

WHEREAS, LPA, Inc. was selected through the competitive quality based selection process; and

WHEREAS, LPA, Inc. is experienced with the design of aquatic facilities; and

WHEREAS, LPA, Inc. will complete the design including: programming confirmation & conceptual plan, schematic design, design development, preparation of construction documents, permitting assistance, bidding assistance, and construction observation; and

WHEREAS, the City Council wishes to appropriate \$1,500,000 in Measure J funds to cover the LPA contract, project management, and permitting costs; and

WHEREAS, the City Council wishes to approve this Agreement and authorize its execution through the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND AS FOLLOWS:

Section 1. The City Council hereby authorizes the appropriation of \$1,500,000 in Measure J funds for advancing the Southeast Area Aquatic Center Project (CIP 19-18) to support payment of the Professional Design Services Contract with LPA, Inc.

Section 2. The City Council hereby authorizes the City Manager to execute a consultant services agreement with LPA, Inc. in an amount not to exceed \$1,050,000, and approves a ten

percent (10%) design contingency in the amount of \$105,000, for Professional Architectural & Engineering Design Services for the Southeast Area Aquatic Center Project (CIP 19-18). The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement is within the Council authorization.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular City Council meeting held on the 19th day of April 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

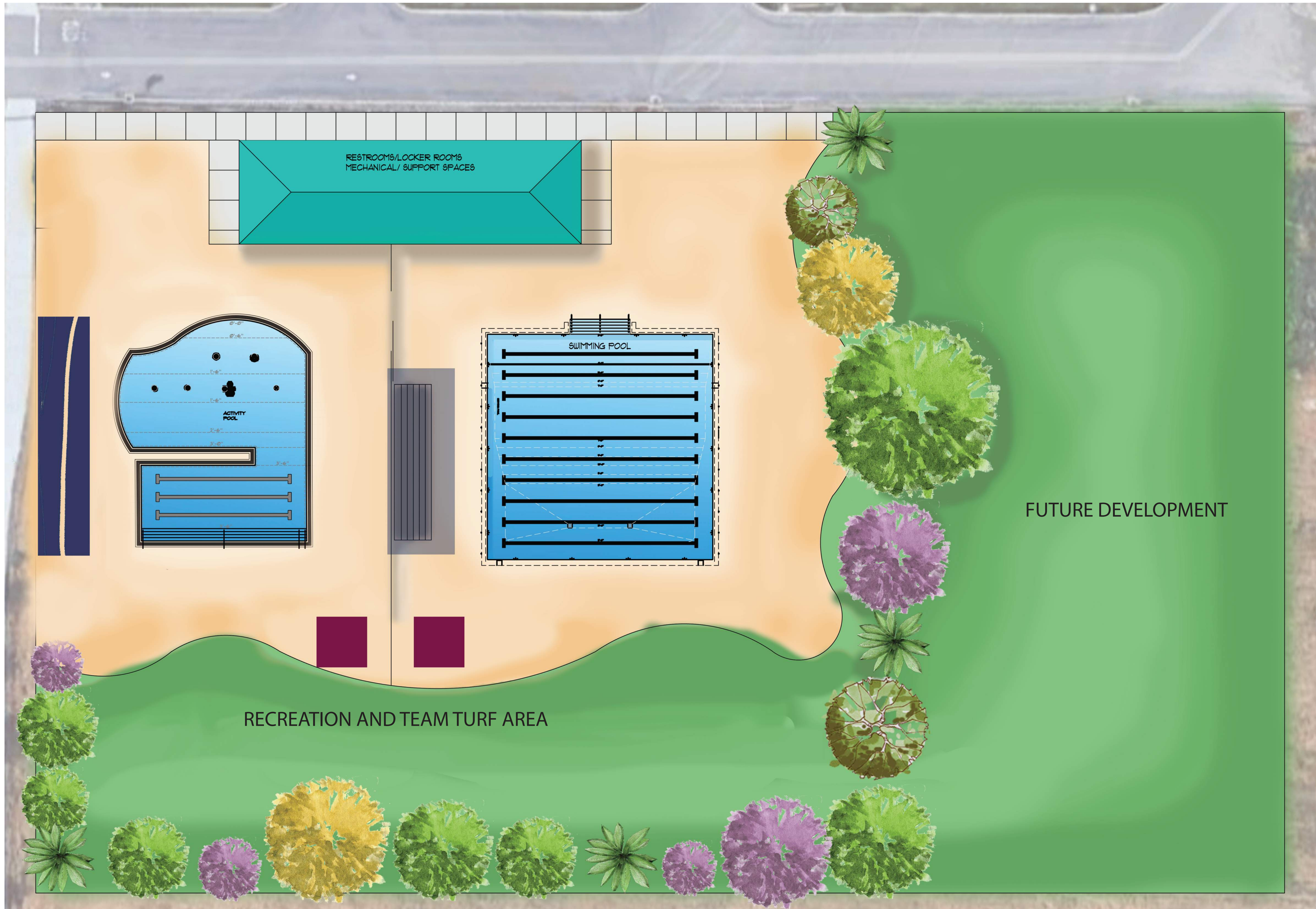


SOUTHEAST AREA AQUATIC COMPLEX
LOCATION MAP



WOODLAND AQUATIC CENTER

ATTACHMENT A



AQUATIC FACILITY INFORMATION

- **Site Program: 2 Acres**
- **Building Program: 4,500 SF**
 - Office
 - Locker Dressing Room
 - Staff / Lifeguard Room
 - Mechanical Room
 - Chemical Storage
 - Custodial Closet
- **Swimming Pool Program: 5,737 SF**
 - 10 Lanes Lap Swim
 - 8 Lanes Competition Swim
 - Shallow Learn to Swim
 - Recreation Swim Area
 - ADA Accessible
 - Depths: 3'-6" to 13'-0"
- **Activity Pool Program: 3,996 SF**
 - Zero-Depth Beach-Type Entry
 - Interactive Water Play
 - Instructional Stairs
 - Fitness Class
 - Learn to Swim
 - Recreation Swim
 - Depths: 0'-0" to 3'-6"



AMENITIES



PROGRAMS





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 19, 2022
ITEM #: K.17
SUBJECT: Resolution of Intention to Establish Woodland Tourism Business Improvement District

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, declaring its intention to establish a business improvement area in the City of Woodland to be designated as the Woodland Tourism Business Improvement District (“WTBID”) under the Parking and Business Improvement Area Law of 1989 and setting a time and place of a hearing to consider the establishment of such area.

Staff Contact:

Ken Hiatt, City Manager, (530) 661-5802, ken.hiatt@cityofwoodland.org

Fiscal Impact:

The purpose of the Woodland Tourism Business Improvement District is to maintain and increase market share and occupancy of Woodland hotels, resulting in continued and enhanced transient occupancy tax and other visitor-supported revenues. Other than administrative support and collections, there are no costs to the City of Woodland associated with the establishment of the Woodland Tourism Business Improvement District.

Background:

Tourism promotion is a specific purpose named in California Business Improvement District (BID) law. A BID is a benefit district where an industry or area assesses itself to spend collective funds on goals for mutually-beneficial purposes. BIDs are frequently used by hotels to fund tourism marketing and promotion efforts. Through BID self-assessment, business owners collectively pay for activities which could not be afforded by any single business and which serve to champion a destination area, as opposed to typical marketing efforts designed to promote an individual business.

The Parking and Business Improvement Area Law of 1989 under the California Streets and Highway Code sets forth specific actions to renew Business Improvement Districts annually. State law makes it clear that BID assessments are not taxes.

Since a BID fee is a benefit assessment and not a tax, BIDs are able to pay for programs and activities without relying on public funding. Tourism BIDs (TBID) can provide destination marketing in ways distinctly different from municipal governments or individual businesses. TBIDs are public-private partnerships which benefit both destination cities and businesses located in those cities. BIDs are an effective financial tool available to the business community through cooperation with local government, as outlined in State law.

Yolo County Visitor’s Bureau (dba Visit Yolo)

For the past 5-years the Woodland hotels have been part of Visit Yolo (Yolo County Visitor’s Bureau), a countywide tourism district including the cities of Woodland, Winters, Davis, and unincorporated areas of Yolo County. In the fall of 2021, Woodland hoteliers sent a letter indicating their desire to no longer participate in the countywide district, and instead favored the formation of a Woodland-focused tourism business improvement district.

Prior to the establishment of the countywide bid 2017, Woodland had a hotel business improvement district which leveed a 2% assessment on overnight hotel stays. The proceeds from the assessment were collected by the City and sent to the Yolo County Visitor’s Bureau who administered the funds.

The current countywide assessment is set at 2% of the per night room rate and proceeds are used to collectively brand and promote tourism within Yolo County as well as the individual destination markets of Davis, Woodland, Winters and the countryside. The City collects the Woodland assessments, on behalf of the TBID, as a separate line item on the hotel's monthly transient occupancy tax transmittals. Subsequently, the City transmits TBID funds to the Visit Yolo non-profit to spend on TBID eligible activities that are identified in a management district plan and annual report to the County. Approximately 40% of the assessments collected by each jurisdiction are reserved for promoting visitation within the respective communities, while the remaining 60% of funds collected are used for administration and countywide marketing efforts. As the current assessment area covers multiple jurisdictions, the Board of Supervisors is the approving body for the assessment and annual reports.

Discussion:

At the conclusion of the current 5-year countywide assessment on June 30, 2022, hotels within the City of Woodland have indicated that they would no longer like to be included in that business improvement district and have voted not to be included in any renewal being considered. Alternatively, they have requested that the City of Woodland assist in establishing a Woodland-based tourism business improvement district, much like existed prior to 2017. Instead of the funds being administered by the Yolo County Visitor's Bureau as before, they have requested that the City designate the newly formed Woodland Hotelier's Group, a 501(c)6 non-profit organization, as the Advisory Board to administer the funds.

Boundaries of Woodland Tourism Business Improvement District

The boundaries of the WTBID are proposed to include all of the hotels within the City of Woodland and the boundaries of the WTBID shall be coterminous with the City boundaries, a map of which is on file in the office of the City Clerk.

WTBID Assessment and Benefit

All hotel businesses operating within the boundaries of the WTBID will be assessed for the purpose of promoting activities which will directly benefit the hotels located within the Woodland Tourism Business Improvement District. The Assessments to be levied under the tourism business improvement district are not special taxes. Assessments levied on the businesses shall be levied on the basis of the degree of estimated benefit to the businesses within the District.

The initial annual assessment amount proposed for the WTBID is 2% of gross room revenue, which is defined as "total consideration charged to a transient as shown on the guest receipt for the occupancy of a room, or portion thereof, in a Hotel." The proposed assessment is a percentage of gross room revenue, and so when a hotel's revenue increases from the enhanced tourism marketing services provided to the hotels through the WTBID, the real dollar amount of the assessment will increase proportionately. The District's activities are intended to provide benefits specifically for the assessed businesses by increasing tourism within its boundaries, and hence increasing hotel room occupancy and revenues. An indirect benefit may accrue to the surrounding community or to the public as a result of the activities to be provided with the assessment levied. These indirect benefits (if any) are incidental and inconsequential.

Process for adoption

Under the 1989 law, the State requires a series of steps to form the WTBID. The actions taken by the City Council this evening will declare the intent of the City Council to establish the WTBID and seek public testimony on the formation of the WTBID at the City Council meeting scheduled for June 7th prior to the Public Hearing scheduled for June 21st. The following is a synopsis of activity necessary to form the WTBID:

April 19, 2022 - RESOLUTION OF INTENTION HEARING

Upon the submission of a written petition, signed by the business owners in the proposed district who will pay more than fifty percent (50%) of the assessments proposed to be levied, the City Council may

initiate proceedings to establish a district by the adoption of a resolution expressing its intention to establish a district.

Petition Status: Petitions in favor of WTBD formation were submitted by 4 lodging businesses, which represent 76% of the total WTBD assessment. This majority petition allows the Council to initiate proceedings for WTBD formation at the April 19, 2022 meeting.

April 26, 2022 - NOTICE

The 1989 Act requires the City to mail written notice to the owners of all businesses proposed to be within the WTBD. Mailing the notice begins a mandatory forty-five (45) day period in which owners may protest WTBD formation.

June 7, 2022 - PUBLIC MEETING

Allow public testimony on the formation of the WTBD and levy of assessments. No Council action required for the WTBD.

June 21, 2022 - FINAL PUBLIC HEARING

If written protests are received from the owners of businesses in the proposed WTBD which will pay more than fifty percent (50%) of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than fifty percent (50%), no further proceedings to levy the proposed assessment against such businesses shall be taken for a period of one (1) year from the date of the finding of a majority protest by the Council.

At the conclusion of the public hearing to establish the WTBD, the Council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them.

If the Council, following the public hearing, decides to establish the proposed WTBD, the Council shall adopt an ordinance forming the district and establishing the assessment. Council will also appoint the advisory board who will serve as the City's TBID Advisory Board and direct specific spending and activities to promote Woodland as an overnight destination.

Fiscal Year / Activities

Upon successful establishment of the Woodland Tourism Business Improvement District as outlined in the schedule of proceedings, the WTBD Fiscal Year 2022/2023 will commence July 1, 2022 and end June 30, 2023. Due to the timing of the adoption of the ordinance, the levy of assessments is proposed to take effect the first day of the second month of the first quarter of Fiscal Year 2022/2023 (August 1, 2022).

Prior to the end of the Fiscal Year, the Advisory Board will prepare and submit an annual report detailing the use of the assessment funds consistent with the allowed activities and proposed budget for the upcoming fiscal year. The WTBD will require annual renewal to continue the assessment. Consideration of future renewals will be subject to the process stipulated in the Parking and Business Improvement Area Law of 1989.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, declaring its intention to establish a business improvement area in the City of Woodland to be designated as the Woodland Tourism Business Improvement District ("WTBD") under the Parking and Business Improvement Area Law of 1989 and setting a time and place of a hearing to consider the establishment of such area.

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Woodland Hoteliers Group - Letter of Support
2. Woodland TBID Resolution of Intent



530-668-8839
woodlandhoteliersgroup@gmail.com

350 Court Street
Woodland, CA 95695

Woodland City Council
300 1st Street
Woodland, CA 95776

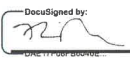
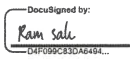
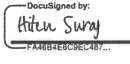
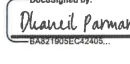
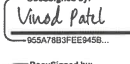
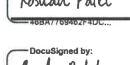
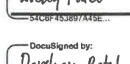
March 14, 2022

To Woodland City Council:

As representatives of Woodland-based hotels, we are happy to support the establishment of a Woodland hotel business improvement district with 2% assessment. We believe that this Woodland focused approach has great potential to simultaneously enhance visitor experience and benefit our community. Through targeted marketing, expanded events, we look forward to fostering synergies between our hotels, local restaurants, boutiques, and the entire Woodland business community to create a more well-rounded tourism approach that benefits our local economy at large.

We propose that the Woodland Hoteliers Group, a non-profit 501(c)6 composed of and representing Woodland Hoteliers, be designated as the advisory board. If designated as such, the Woodland Hoteliers Group would assume the responsibility of producing and presenting an Annual Report (commonly referred to as a Management District Plan) to City Council. This Management District Plan and budget will outline how the proposed levy of assessments for each year will be spent, pursuant to the BID Law of 1989.

Please find below signatures of support from representatives of the following Woodland Hotels:

MOTEL 6	 DocuSigned by: _____, Owner
COMFORT SUITES	 DocuSigned by: _____, Owner
DAYS INN	 DocuSigned by: _____, Owner
ECONO LODGE	 DocuSigned by: _____, Owner
MARIOTT FAIRFIELD INN & SUITES	 DocuSigned by: _____, Owner
HAMPTON INN & SUITES	 DocuSigned by: _____, Owner
HOLIDAY INN EXPRESS	 DocuSigned by: _____, Owner
JOURNEY INN	 DocuSigned by: _____, Owner
QUALITY INN & SUITES	 DocuSigned by: _____, Owner
SHADOW OAKS HOSPITALITY	 DocuSigned by: _____, Owner
VALLEY OAKS INN	 DocuSigned by: _____, Owner

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND DECLARING ITS INTENTION TO ESTABLISH A BUSINESS IMPROVEMENT AREA IN THE CITY OF WOODLAND TO BE DESIGNATED AS THE **WOODLAND TOURISM BUSINESS IMPROVEMENT DISTRICT (“WTBID”) AND SETTING A TIME AND PLACE OF A HEARING TO CONSIDER THE ESTABLISHMENT OF SUCH AREA**

WHEREAS, the City of Woodland (the “City”) is a general law city organized and existing under the laws of the State of California; and

WHEREAS, the Parking and Business Improvement Area Law of 1989 (Section 36500 et seq. of the Streets and Highways Code of the State of California) authorizes the City to levy assessments on businesses within a parking and business improvement area which are in addition to any assessments, fees, charges, or taxes imposed in the City of Woodland and to use such proceeds for the benefit of businesses within such parking and business improvement area pursuant to said Parking and Business Improvement Area Law of 1989; and

WHEREAS, the City Council of the City and several hotel operators within the City are desirous to take proceedings to provide a method of funding public programs and activities that will promote the City and hotels as a tourist destination; and

WHEREAS, the City Council proposes to establish a business improvement area within the City for Fiscal Year 2022/2023 pursuant to the Parking and Business Improvement Area Law of 1989, and in accordance with Section 36522 of said Law, and hereby institutes the proceedings for such a district by the adoption of this Resolution of Intention.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND AS FOLLOWS:

Section 1. Recitals: The below recitals are all true and correct.

Section 2. Declaration of Intention: Pursuant to the Parking and Business Improvement Area Law of 1989, the City Council hereby declares its intention to establish a business improvement area designated as the **Woodland Tourism Business Improvement District** (hereinafter “**WTBID**”).

Section 3. Definition of Hotel: Hotel shall mean any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients, including but not limited to dwellings for lodging or sleeping purposes, which include any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, or other similar structure or portion thereof, duplex, triplex, single-family dwelling units except any private dwelling house

or other individually owned single-family dwelling rented only infrequently and incidental to normal occupancy or any timeshare as set out in Revenue and Taxation Code 7280; provided, that the burden of establishing that the facility is not a hotel shall be on the owner or operator thereof. The Hotels now operating in the proposed WTBID are described in Exhibit “A”, attached hereto and incorporated herein by reference.

Section 4. Boundaries: The boundaries of said WTBID are proposed to include all of the real property within the City of Woodland and the boundaries of the WTBID shall be coterminous with the City boundaries, a map of which is on file in the office of the City Clerk.

Section 5. Method of Assessment: In addition to any assessments, fees, charges or taxes imposed otherwise in the City, except where funds are otherwise available, the City Council proposes to annually levy assessments on Hotels in the WTBID for the purpose of funding the programs, activities and services that will promote the City and hotels as a tourist destination. A description of the proposed system of assessments is set forth on Exhibit “B”, attached hereto and incorporated herein by this reference.

Section 6. Exemption of Newly Established Business: The City Council proposes to annually levy assessments on all Hotels in the WTBID in accordance with the proposed system of assessments as set forth on Exhibit “B” and as such has determined that the assessments on newly established Hotels shall commence immediately upon the first day of operation and therefore there is no exemption applied for newly established Hotels.

Section 7. Use of Assessment Revenues: The proposed uses of the revenues derived from assessments levied against Hotels in the WTBID include but are not limited to the following:

(a) Promoting the identity of Woodland through financial support of key regional and national events that support tourism and result in an economic impact; and

(b) Developing and implementing a destination marketing strategy and promotions targeting potential hotel guests; and

(c) Developing and undertaking an advertising and public relations program focusing on the business, recreation, and leisure travel trade; and

(d) Subsidization of high quality, high economic impact events; and

(e) Annual operation expenses including but not limited to annual district administration functions and expenses, printing, postage and meetings; and

(f) Support and funding of contract services and/or programs that support hotel operations and tourism including but not limited to, security, transportation services, vouchers, and special events; and

(g) Attendance at key meeting and consumer trade shows.

Section 8. Fiscal Year: Upon successful establishment of the Woodland Tourism Business Improvement District, the proposed system of assessments as set forth on Exhibit “B” to be levied as a result of these proceedings relates to Fiscal Year 2022/2023 (the Fiscal Year commencing July 1, 2022 and ending June 30, 2023) and the levy of such assessments is proposed to take effect the first day of the second month of the first quarter of Fiscal Year 2022/2023 (August 1, 2022).

Section 9. Public Hearing: A public hearing concerning the establishment of said WTBID and the proposed assessments will be held on June 21, 2022 at 6:00 p.m., or as soon thereafter as the matter can be heard at the City Council's regularly held meeting, located at 300 First Street, Woodland, California. In the event that the City Council determines to conduct the hearing remotely in the interest of public health and safety pursuant to AB 361 (Chapter 165, Statutes of 2021), the updated hearing location will be posted as soon as such information is available, including on the agenda for the meeting at which the public hearing will be held, and on a prior agenda authorizing remote meetings. At such public hearing, the City Council shall hear the testimony of all interested persons for or against the establishment of the WTBID, the extent of the WTBID, the proposed assessments and the furnishing of specified types of improvements or activities.

Section 10. Determination of Protest: All protests and received evidence, including written protests, for and against the establishment of the WTBID and the proposed assessments related thereto shall be entered into the record. If written protests are received from the owners of businesses in the proposed WTBID which will pay 50 percent or more of the assessments proposed to be levied, and protests are not withdrawn so as to reduce the protests to less than that 50 percent, no further proceedings to create the WTBID or to levy the proposed assessment, as contained in this resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the City Council. If the majority protest is only against the furnishing of a specified type or types of improvement or activity within the WTBID, those types of improvements or activities shall be eliminated. Every written protest shall be filed with the City Clerk at or before the time fixed for the public hearing. The City Council may waive any irregularity in the form or content of any written protest and at the public hearing may correct minor defects in the proceedings. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing.

Section 11. Adoption of Resolution: The City Clerk shall certify to the adoption of this Resolution, cause the same to be published in the manner prescribed by law, and shall mail a complete copy of this Resolution to each person owning or operating a Hotel which is located in the proposed WTBID.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 19th day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

EXHIBIT A

CITY OF WOODLAND WOODLAND TOURISM BUSINESS IMPROVEMENT DISTRICT

Hotels in Fiscal Year 2022/2023

The following is a list of Hotels now operating, or proposed to operate in the proposed WTBID for Fiscal Year 2022/2023

Business Name	Address	Assessor's Parcel Number(s)
Aura Motel 6 Woodland LLC	1564 E Main St	066-040-004-000
Days Inn	1524 E Main St	066-040-011-000
Quality Inn & Suites	1562 E Main St	066-040-024-000
Hampton Inn & Suites	2060 Freeway Dr	027-851-005-000
Holiday Inn Express	2070 Freeway Dr	027-851-006-000
Comfort Suites	2080 Freeway Dr	027-851-007-000
Mariott Fairfield Inn & Suites	2100 Freeway Dr	027-851-009-000
Econo Lodge	53 W Main St	065-250-007-000
Shadow Oaks Hospitality	584 N East St	065-250-051-000
Valley Oaks Inn	600 N East St	027-460-009-000
Journey Inn	99 W Main St	027-460-010-000

Exhibit B

CITY OF WOODLAND

WOODLAND TOURISM BUSINESS IMPROVEMENT DISTRICT

Proposed System of Assessment (Methodology)

The proposed system of assessments is designed to generate revenue from Hotels in the City to provide a method of funding public programs and activities that will promote the City and Hotels as a tourist destination. The City's Hotels are the only businesses proposed to be assessed. An annual assessment is to be levied against Hotels based on the benefits they derive from the program of activities. All non-Hotel businesses would not be assessed as they derive only, at most, an indirect benefit from the program of activities.

Any modification to the WTBID or program of activities for which the assessments are proposed to be levied would be subject to notification of all businesses within the WTBID and a public hearing before the City Council. At such public hearing, the City Council shall hear all protests and receive evidence, including written protests, for and against such modification.

Each Hotel in the WTBID shall be subject to an assessment of 2% of total room rents charged and received from transient Hotel guests who do not make the Hotel their principal place of residence.

Once the system of assessments is established, it cannot be changed without written notice to all Hotels in the WTBID and a public hearing held by the City Council. At such public hearing, the City council shall hear all protests and receive evidence, including written protests, for and against such changes.

Assessment will be collected by the City of Woodland, with the funds being remitted to a special fund of the City for expenditure in accordance with its adopted annual budget as presented by the **Advisory Board** appointed by the City Council.