



CITY COUNCIL REGULAR MEETING

Monday, July 18, 2022 at 5:00 PM

94 N. Washington Street, Sonora, CA 95370

(209) 532-4541

AGENDA

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on Monday, July 18, 2022 at 5:00 PM in the City of Sonora Council Chambers located at 94 N. Washington Street Sonora, CA 95370.

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH GOVERNMENT CODE SECTION 52953(E) AND THE CITY OF SONORA CITY COUNCIL RESOLUTION NO. 06-21-2022-A.

THIS MEETING IS PHYSICALLY OPEN TO THE PUBLIC OR MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA VIDEO CONFERENCING AT:

Zoom Meeting Link:

<https://us06web.zoom.us/j/87460555933?pwd=UFBFZ0EyR3pjcxNXZWtXVIZLQTJoQT09>

Dial: (669) 900-6833

Meeting ID: 874 6055 5933

Passcode: 7dY809

MEMBERS OF THE PUBLIC WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

THIS MEETING WILL BE OPEN TO THE PUBLIC AND WILL BE AVAILABLE VIA ZOOM. IT WILL ALSO BE LIVE STREAMED ON THE CITY'S WEBSITE AT www.sonoraca.com.

Written comments can be submitted to be included as part of the administrative record, they will not be read during the meeting. All comments must be received by 3:00 pm on the day of the noticed meeting and can be submitted to the Deputy City Clerk at 94 N. Washington Street Sonora, CA 95370 or via email to administration@sonoraca.org.

OPEN SESSION - 5:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

CITY CLERK'S REPORT ON AGENDA POSTING

APPROVAL OF THE AGENDA

PUBLIC COMMENT (NON-AGENDA ITEMS)

*The public may address the Council on any item of public interest not otherwise on the agenda that is within the jurisdiction of the City. No action may be taken. Matters to be addressed may be referred to City Staff or placed on a subsequent meeting Agenda. Speakers are limited to a three (3) minute presentation. If participating via Zoom, please raise your hand using the Raise Your Hand feature or dial *9 (*6 to unmute).*

CONSENT CALENDAR

Items on the Consent Calendar are considered routine and will be voted on in one motion unless a Council member or member of the public has a question or wishes to discuss an item. In that case, the item will be removed from the Consent Calendar and considered separately.

1. Consider Adoption of Resolution 07-18-2022-A authorizing remote teleconferencing meetings of the City Council and its committees and commissions for 30 days pursuant to Government Code Section 52953(e) Brown Act provisions; Tracy Skelly, Administrative Services Officer.
2. Consider Ordinances regarding the Protection of Critical Infrastructure and Health and Hygiene of Camps; Melissa Eads, City Administrator, Doug White, City Attorney.
 1. Waive the second reading, read by title only, and adopt Ordinance No. 888 - an ordinance of the City Council of the City of Sonora Adding Sonora Municipal Code Chapter 9.62, Health and Hygiene, of Title 9, Public Peace, Morals and Welfare.
 2. Waive the second reading, read by title only, and adopt Ordinance No. 889 - an ordinance of the City Council of the City of Sonora Adding Sonora Municipal Code Chapter 9.61, Protection of Critical Infrastructure and Fire Severity Zone, of Title 9, Public Peace, Morals and Welfare.
3. Approval of the lease agreement with Toshiba Financial Services for the citywide copier agreement. Authorize the City Administrator to execute all documents associated with the agreement; Chris Gorsky, Administrative Services Director.
4. Approval of a five-year agreement with Axon Enterprise for body-worn cameras, cloud service, taser equipment, and support. Authorize the Chief of Police to execute all documents associated with the agreement; Turu VanderWiel, Police Chief.
5. Approval of disbursements in the amount of \$170,746.39 for payroll, inclusive of employee salaries, employer and employee taxes and retirement contributions, miscellaneous voluntary employee deductions, holiday pay and other adjustments, including retro-pay; Tracy Skelly, Administrative Services Officer.

NEW BUSINESS

6. Accept the work under the Construction Services Agreement with Jex Baldwin Construction for the emergency repairs and reconstruction of the restroom and storage facility located at Stewart Street and Mehun Street as completed, and authorize the City Clerk to file a Notice of Completion with the Tuolumne County Recorder; Rachelle Kellogg, Community Development Director, Presented by Jerry Fuccillo, City Engineer.
7. Accept the work under the Construction Services Agreement with United Pavement Maintenance, Inc. for the Red Church Pedestrian and Circulation Improvement Project as completed, and

authorize the City Clerk to file a Notice of Completion with the Tuolumne County Recorder; Rachelle Kellogg, Community Development Director, Presented by Jerry Fuccillo, City Engineer.

8. Consider a one percent (1%) general tax, the "Essential Services Transaction and Use Tax", for the November 2022 ballot; Chris Gorsky, Administrative Services Director.

1. Introduce, on first reading by title only, Draft ordinance No. 890 adding Chapter 3.17 of the Sonora Municipal Code to add the "Essential Services Transaction and Use Tax" to be administered by the California Department of Tax and Fee Administration (CDTFA).

2. Adopt Resolution 07-18-22-B declaring a fiscal emergency, calling and giving notice for the holding of a special municipal election to be held on Tuesday, November 8th, 2022 for the submission of a ballot measure to the City of Sonora qualified voters to approve a local one percent (1%) general sales and use tax for general city revenue purposes, "the Essential Services Transaction and Use Tax;" and requesting the Board of Supervisors of Tuolumne County to render election services; and requesting the consolidation of said election with the statewide general election and permit the County Registrar of Voters to render election services.

9. Consider approval of the Mayor's Appointments to City Committees and Community/Government Committees; Mayor Mark Plummer.

MONTHLY REPORTS

10. Receive the Community Development Department Report for June 2022.

11. Receive Fire Department Monthly Report for June 2022.

12. Receive the Sonora Police Department monthly report for June 2022.

13. Receive the Public Works Department Report for June 2022.

COUNCIL MEMBER/DEPARTMENT HEAD REPORTS

ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Administrator at City Hall (209) 532-4541, meads@sonoraca.com. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II).

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Administrator's Office at 94 N. Washington Street, Sonora, CA 95370 during normal business hours (8:00 am - 4:00 pm, Monday through Friday, excluding holidays). The agenda and supporting public documents are also available on our City website www.sonoraca.com listed under the agenda/minutes link on the Government page.



CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 2022

TO: City Council Members

FROM: Melissa Eads, City Administrator
Prepared by Tracy Skelly, Administrative Services Officer

SUBJECT: Government Code Section 52953(e): Modified Brown Act Procedures During a Declared Emergency

RECOMMENDATION

Consider Adoption of Resolution 07-18-2022-A authorizing remote teleconferencing meetings of the City Council and its committees and commissions for 30 days pursuant to Government Code Section 52953(e) Brown Act provisions.

DISCUSSION

Since the beginning of the COVID-19 Pandemic, Governor Newsom has issued several Executive Orders that have waived certain Brown Act requirements and allowed remote meetings without compliance with the standard teleconferencing procedures. The Governor's Executive Orders waived requirements during the health emergency through September 30, 2021.

On September 16, 2021, the Governor signed AB 361 which created exceptions to remote meeting requirements found in the Brown Act. The law became effective on October 1, 2021 and allows any legislative body that wishes to meet remotely without complying with the standard teleconference procedures to make findings pursuant to AB 361 every 30 days. The decision to continue in person or make findings to move to remote meetings for City Committee and Commissions must be made by the legislative body, i.e., the City Council.

AB 361 suspends the standard requirements in Government Code Section 54593(b)(3). The modified teleconference requirements include:

- During a declared emergency by the Governor,
- Agendas do not need to be posted at all teleconference locations,
- Agendas do not need to identify each teleconference location,
- Agencies are not required to make each teleconference location accessible to the public,
- There is no requirement that councilmembers participate from within the territorial boundaries of the jurisdiction,
- Each agenda must include notice to the public as to how members may access the meeting and offer public comment,

- The agenda shall identify and include an opportunity for all persons to attend via a call-in or internet-based service option,
- Members of the public are allowed to access the meeting remotely,
- In the event of a disruption which prevents the agency from broadcasting the meeting to the public, or in the event of a disruption within the local agency's control which prevents the public from offering public comments, the body shall take no further action on items appearing on the meeting agenda until the public access is restored,
- Written/remote public comment must be accepted until the point at which the public comment period is closed,
- The public shall not be required to register with the local agency to provide comment, however if a 3rd party provider such as Zoom requires registration such requirement is acceptable as long as the public agency does not control this 3rd party provider.

Legislative bodies wishing to hold remote meetings under AB361 must meet the following criteria:

1. the local agency is holding a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; and
2. the local agency is holding a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and
3. the local agency is holding a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risk to the health or safety of attendees.

On July 6, 2021, the City Council approved by a 3-2 vote to allow for in-person meetings and to suspend teleconferencing at City Council meetings.

October 18, 2021, the City Council directed staff to bring forth a resolution making findings pursuant to AB 361. The Council also directed staff to continue with in person meetings for City Council meetings but make available the ability for City committees and commissions to meet remotely via teleconferencing.

The City Council originally adopted 11-01-2021-B on November 1, 2021, to comply with the requirements of AB 361.

The City Council then adopted 12-06-2021-B on December 6, 2021, in compliance with the requirements of AB 361.

The City Council then adopted 01-18-2022-A on January 18, 2022, in compliance with the requirements of AB 361.

The City Council then adopted 02-22-2022-B on February 22, 2022, in compliance with the requirements of Government Code Section 54593(b)(3).

The City Council then adopted 03-21-2022-A on March 21, 2022, in compliance with the requirements of Government Code Section 54593(b)(3).

The City Council then adopted 04-18-2022-A in compliance with the requirements of Government Code Section 54593(b)(3).

The City Council then adopted 05-16-2022-A in compliance with the requirements of Government Code Section 54593(b)(3).

The City Council then adopted 06-21-2022-A in compliance with the requirements of Government Code Section 54593(b)(3).

Staff recommends the Council adopt Resolution 07-18-2022-A that authorizes remote teleconferencing meetings of the City Council and its committees and commissions for 30 days pursuant to Government Code Section 54593(b)(3).

FISCAL IMPACT

No fiscal impact to the General Fund.

ATTACHMENTS

- Resolution No. 07-18-2022-A

RESOLUTION 07-18-2022-A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA PROCLAIMING AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND ITS COMMITTEES AND COMMISSIONS FOR 30 DAYS PURSUANT TO GOVERNMENT CODE SECTION 62953(E) BROWN ACT PROVISIONS

WHEREAS, the City of Sonora is committed to preserving and nurturing public access and participation in meetings of the City Council and its committees and commissions; and

WHEREAS, all meetings of the City Council and its committees and commissions are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 -54963), so that any member of the public may attend, participate, and watch the City Council and its committees and commissions conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meeting by members of the legislative body, without compliance with the requirements of Government Code section 54953 (b)(3), subject to existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster of extreme peril to the safety of persons and property within the state cause by conditions as described in Government code 8558; and

WHEREAS, a proclamation is made when there is an actual incident, there of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City's boundaries caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, on March 4, 2020, the Governor proclaimed pursuant to his authority under the California Emergency Services Act, California Government Code section 8625, that a state of emergency exists with regard to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on June 4, 2021, the Governor clarified that reopening of California on June 15, 2021, did not include any change to the proclaimed state of emergency or the powers exercised thereunder; and

WHEREAS, on June 11, 2021, Governor Newsom also issued Executive Order N-08-21, which set expiration dates for certain paragraphs of the State of Emergency Proclamation dated March 4, 2020, and other Executive Orders but did not rescind the proclaimed state of emergency; and

WHEREAS, as of the date of this Resolution, neither the Governor nor the state Legislature have exercised their respective powers pursuant to Government Code section 8629 to lift the state of emergency either by proclamation or by concurrent resolution the state Legislature; and

WHEREAS, the California Department of Industrial Relations has issued regulations related to COVID-19 Prevention for employees and places of employment. Title 8 of the California Code of Regulations, Section 3205(5)(D) specifically recommends physical (social) distancing as one of the measures to

decrease the spread of COVID-19 based on the fact that particles containing the virus can travel more than six feet, especially indoors; and,

WHEREAS, the City Council finds that state or local officials have imposed or recommended measures to promote social distancing, based on the California Department of Industrial Relations' issuance of regulations related to COVID-19 Prevention through Title 8 of the California Code of Regulations, Section 3205(5)(D); and

WHEREAS, City Council meetings shall be conducted by a hybrid model of both in-person and teleconference and committee and commission meetings may participate by teleconferencing, and members of the public may also participate virtually in committee and commission meetings; and

WHEREAS, on occasion a Councilmember may need to appear and participate in a City Council meeting remotely in order to comply with Public Health guidance, the City desires to allow such participation using the requirements of Government Code Section 52953(e);

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The City Council acknowledges the Governor has declared a state of emergency related to the novel coronavirus and hereby proclaims that state officials have imposed or recommended measures to promote social (physical) distancing based on the California Department of Industrial Relations' issuance of regulations related to COVID-19 Prevention through Title 8 of the California Code of Regulations, Section 3205(5)(D).

Section 3. Remote Teleconference Meetings. The City Administrator is hereby authorized and directed to take all actions necessary to conduct the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of August 18, 2022, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Sonora, California, at a regular meeting of said City Council held on July 18, 2022, by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

Signed and dated:

Mark Plummer

Mayor of the City of Sonora

ATTEST:

Deputy City Clerk

**CITY COUNCIL OF THE CITY OF SONORA
STAFF REPORT**

MEETING DATE: July 18, 2022

TO: SONORA CITY COUNCIL

FROM: DOUGLAS L. WHITE, CITY ATTORNEY

SUBJECT: Ordinances regarding the Protection of Critical Infrastructure and Health and Hygiene of Camps

RECOMMENDATION:

1. Waive second reading, read by title only, and adopt an ordinance of the City Council of the City of Sonora Adding Sonora Municipal Code Chapter 9.61, Protection of Critical Infrastructure and Fire Severity Zone, of Title 9, Public Peace, Morals and Welfare.
2. Waive second reading, read by title only, and adopt an ordinance of the City Council of the City of Sonora Adding Sonora Municipal Code Chapter 9.62, Health and Hygiene, of Title 9, Public Peace, Morals and Welfare.

DISCUSSION:

The Critical Infrastructure Protection Ordinance and Health and Hygiene Ordinance.

There is a shelter crisis in the City of Sonora (the “City”) due to a significant number of persons without the ability to obtain shelter. As a result, there has been an increase in homeless encampments within the City. Encampments pose an immediate threat to public health, safety and welfare. Encampments attract illegal dumping, rodents, fire hazards and contamination. Encampments around critical infrastructure pose a threat to City law enforcement, fire prevention, transportation and utility services due to risk of fire, contamination, blocked access or other causes that damage critical infrastructure. To protect public health, safety and welfare, the City must manage encampments to ensure healthy and hygienic communities. The City must also prevent camping and the use of camping paraphernalia near critical infrastructure.

The critical infrastructure protection ordinance will address the threat to public health, safety and welfare posed by encampments near critical infrastructure (the “Critical Infrastructure Protection Ordinance”). The Critical Infrastructure Protection Ordinance will declare it a public nuisance for any person to camp, occupy camp facilities, use camp paraphernalia, or store personal property within twenty-five (25) feet of critical infrastructure, within twenty-five (25) feet of a vehicular or pedestrian entrance or exit of critical infrastructure, in portions of right-of-way that are required by law to be free of obstructions to first responders, and in areas designated as fire severity zones. The Critical Infrastructure Protection Ordinance does not apply to camping on private property if authorized by the private property’s owner. Violations of the Critical Infrastructure Protection Ordinance will be subject to abatement after seventy-two (72) hours’ written notice. If conditions and violations are so severe that immediate action is required to prevent serious threat of harm, the City can pursue summary abatement without prior notice. Further, violations of the Critical

Infrastructure Protection Ordinance will be subject to criminal, civil, and administrative penalties, in addition to any legally available remedies.

The health and hygiene ordinance will address the threat to public health, safety and welfare posed by encampments (the “Health and Hygiene Ordinance”). The Health and Hygiene Ordinance authorizes the Public Works Department to carry out clean and clear operations of camp sites to prevent the buildup of hazardous waste, illegal dumping, infectious waste, refuse, or solid waste. The clean and clear operations require seventy-two (72) hours’ notice to affected occupants. Any property left at the campsite during the clean and clear operations will be considered abandoned and subject to disposal. Unabandoned and temporarily unattended items will be collected for safe storage and retrieval by occupants unless the items are not safe for storage. Any items not safe for storage will immediately be discarded. Further, permanent closure of a campsite can occur if an existing or expected natural disaster or environmental harm poses a threat to the health and safety of the camp’s occupants.

Compliance with *Martin v. City of Boise*.

Due to the *Martin v. City of Boise* (“*Martin*”) decision, ordinances that prohibit camping in public places are unenforceable against homeless individuals when there is no practical alternative shelter available.¹ Given the City’s current lack of open shelter beds, the City is unlikely able to enforce an ordinance prohibiting camping in public places.

Ordinances prohibiting camping in public places at particular times or in particular locations, however, are still enforceable.² Accordingly, the Critical Infrastructure Protection Ordinance will likely survive a legal challenge under *Martin* since the Critical Infrastructure Protection Ordinance only prohibits camping within twenty-five (25) feet of critical infrastructure, in portions of right-of-way that are required by law to be free of obstruction to first responders, and areas designated as fire severity zones. Further, the Health and Hygiene Ordinance only authorizes permanent closure of an encampment site when there is an existing or expected natural disaster or environmental harm posed by a threat to the health and safety of a camp’s occupants.

Ordinances requiring the temporary vacating of an encampment in a public space on a regular basis for public health and safety purposes are also enforceable.³ Accordingly, the Health and Hygiene Ordinance will likely survive a legal challenge under *Martin*. The Health and Hygiene Ordinance provides for “clean and clear” operations to protect public health and safety.

Collecting Personal Property Located within Encampments.

When the City abates encampments by collecting personal property of the encampment’s occupants, the United States Constitution’s due process clause requires that the City take reasonable steps to give notice to the property owner.⁴ Further, the City must provide owners of taken property the opportunity to retrieve their property.⁵ Both the Critical Infrastructure Protection Ordinance and the Health and Hygiene Ordinance comply with the United States Constitution’s due process clause by providing encampment occupants seventy-two (72) hours’

¹ *Martin v. City of Boise* (9th Cir. 2019) 920 F.3d 584, 618.

² *Id.* at 617.

³ *Shipp v. Schaaf* (N.D. Cal. 2019) 379 F.Supp.3d 1033, 1037 (“*Shipp*”).

⁴ *Lavan v. City of Los Angeles* (9th Cir. 2012) 693 F.3d 1022, 1032.

⁵ *Ibid.*

written notice prior to abatement and clean and clear operations.⁶ The Critical Infrastructure Ordinance only authorizes summary abatement in the limited circumstance where conditions or violations are so severe that immediate action is required to prevent the serious threat of harm. Further, when the City abates pursuant to both the Critical Infrastructure Protection Ordinance and the Health and Hygiene Ordinance, the City will store taken unabandoned and temporarily unattended property for at least ninety (90) days for retrieval by property owners, unless such property is not safe for storage.⁷

Adoption of the Ordinances

Due to immediate threat to public health, safety and welfare of camping and using camping paraphernalia near critical infrastructure, and encampments, the City Council adopted both the Critical Infrastructure Protection Ordinance and the Health and Hygiene Ordinance as urgency ordinances at the July 5, 2022 City Council meeting by a 5-0 vote.⁸ As urgency ordinance, both the Critical Infrastructure Protection Ordinance and the Health and Hygiene Ordinance took effect immediately.⁹

The City Council also began the process to adopt both the Critical Infrastructure Protection Ordinance and the Health and Hygiene Ordinance through the regular process. Should a court determine that camping and using camping paraphernalia near critical infrastructure and encampments do not pose an immediate threat to public health, safety and welfare, adoption through the regular process will allow the City to have the Critical Infrastructure Protection Ordinance and the Health and Hygiene Ordinance in place. At the July 5, 2022 City Council meeting, the City Council introduced both the Critical Infrastructure Protection Ordinance and the Health and Hygiene Ordinance for first reading by a 5-0 vote. At this City Council meeting, the City Council will adopt both the Critical Infrastructure Protection Ordinance and the Health and Hygiene Ordinance through the regular process. Only a majority vote of the City Council is required to adopt the Critical Infrastructure Protection Ordinance and the Health and Hygiene Ordinance through the regular process.¹⁰ The Critical Infrastructure Protection Ordinance and the Health and Hygiene Ordinance will take effect thirty (30) days after adoption as non-urgency ordinances.¹¹

FISCAL IMPACT:

The City will bear the cost of enforcing the Critical Infrastructure Protection Ordinance and the Health and Hygiene Ordinance. The Critical Infrastructure Protection Ordinance authorizes the City to recover the cost of abating camping and use of camping paraphernalia near critical infrastructure. Practically, however, the recovery of abatement cost can be difficult.

ENVIRONMENTAL:

The Ordinance is not a “project” under the California Environmental Quality Control Act.¹²

OPTIONS:

⁶ See *Shipp, supra*, at 379 F.Supp.3d at p. 1038.

⁷ See *ibid.*

⁸ See Gov. Code, § 36937, subd. (b).

⁹ *Ibid.*

¹⁰ Gov. Code, § 36936.

¹¹ Gov. Code, § 36937.

¹² Pub. Resources Code, § 21065.

1. Adopt the Critical Infrastructure Protection Ordinance and the Health and Hygiene Ordinance;
2. Continue the item for later consideration of the City Council with direction to City staff for additional analysis; or
3. Reject the adoption of the Critical Infrastructure Protection Ordinance and the Health and Hygiene Ordinance.

ATTACHMENTS

The Critical Infrastructure Protection Ordinance (Non-Urgency)

The Health and Hygiene Ordinance (Non-Urgency)

ORDINANCE NO. 888

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA, ADDING SONORA MUNICIPAL CODE CHAPTER 9.62, HEALTH AND HYGIENE, OF TITLE 9, PUBLIC PEACE, MORALS AND WELFARE.

WHEREAS, a shelter crisis exist due to a significant number of persons without the ability to obtain shelter; and

WHEREAS, homeless encampments attract illegal dumping, rodents, fire hazards, and contamination of the surrounding area; and

WHEREAS, the perpetual accumulation of debris creates a health and fire risk; and

WHEREAS, the shelter crisis is an immediate threat to the health, safety and welfare of the public, including encampment occupants; and

WHEREAS, until more shelter becomes available, managing encampments is necessary to maintain healthy and hygienic communities.

The City Council of the City of Sonora does ordain as follows:

SECTION 1. Amendment. Chapter 9.62, Health and Hygiene, shall be added to Title 9, Public Peace, Morals and Welfare of the Sonora Municipal Code as follows:

9.62.010 Findings and purpose.

The city council finds as follows: (1) a shelter crisis exists due to a significant number of persons without the ability to obtain shelter; (2) homeless encampments attract illegal dumping, rodents, fire hazards, and contamination of the surrounding area; (3) the shelter crisis is an immediate threat to the health, safety, and welfare of the public, including encampment occupants; (4) until more shelter becomes available, managing encampments is necessary to maintain healthy and hygienic communities.

The purpose of this chapter is to alleviate the hazardous conditions of encampments by authorizing the Public Works Department, or City authorized agent, to conduct temporary clean and clear operations and permanent encampment closures as necessary to protect the public welfare, health and safety.

9.62.020 Definitions.

When used in this chapter, the following words and phrases have the following meanings:

- A. "Abandoned" shall mean any property that based on words, act or other objective indications, it is reasonable to conclude that a person has relinquished ownership of the property.
- B. "Camp" and "camping" mean the placement on public or private property for the purpose of making a living accommodation for one or more nights of tents, tarpaulins, temporary shelters, house trailers, motor vehicles or parts thereof, trailers, cooking facilities, cots,

ground covers, bedding, hammocks, backpacks, sleeping bags and other equipment of a similar nature used to live temporarily in the outdoors.

- C. “Camp facilities” include, but are not limited to, tents, huts, or temporary shelters.
- D. “Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, or non-city designated cooking facilities and similar equipment.
- E. “Clean and Clear” means the temporary closure of an encampment to all occupants to remove hazardous materials, refuse, or other types of waste.
- F. “Environmental” means relating to the natural or artificial conditions of the environment of the area of concern.
- G. “Fire Hazard” has the same meaning as in Section 14.01.170.
- H. "Hazardous waste" has the same meaning as in California Public Resources Code Section 40141.
- I. “Illegal Dumping” has the same meaning as in Section 8.16.040.
- J. “Infectious waste" has the same meaning as in California Code of Regulations, Title 14, Section 17225.36.
- K. “Natural Disaster” includes floods, earthquakes, wildfires, and other serious environmental events that create emergencies that endanger the safety of the city’s population.
- L. "Refuse” includes garbage and rubbish.
- M. “Routine” means occurring repeatedly on a weekly, monthly, or annual basis at any interval (bi-weekly, bi-monthly, etc.)
- N. "Solid waste or wastes” includes all putrescible and non-putrescible solid and semisolid wastes, such as refuse, garbage, rubbish, paper, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semisolid wastes and other discarded solid and semisolid wastes, and also includes liquid wastes disposed of in conjunction with solid waste disposal sites.

9.62.030 Relation to Other Laws

Nothing in this chapter is meant to preempt or otherwise replace the enforcement of violations under the Sonora Municipal Code or as otherwise permitted under law.

9.62.040 Abatement

- A. The Public Works Department is authorized to carry out both one-time or routine Clean and Clear operations at camping locations to prevent the buildup of hazardous waste, illegal dumping, infectious waste, refuse, or solid waste.
- B. Clean and Clear operations require that affected occupants receive notice of the action at least seventy-two (72) hours prior to its scheduled time, in accordance with Sonora's Encampment Management Policy.
- C. Any property left at the campsite during the Clean and Clear operation shall be considered abandoned and subject to disposal. City officials will collect and log any unabandoned and temporarily unattended items that a safe for storage for retrieval by occupants after the operation ends. The city shall secure any collected belongings for no less than ninety (90) days.
- D. Any items that are not safe for storage, including but not limited to food, food wrappers, soiled items, or items used for personal hygiene (not including medication), may be immediately discarded. Additionally, property that is hazardous or poses and immediate threat to public health and safety may also be discarded.
- E. Permanent closure of a campsite is warranted where an existing or expected natural disaster or environmental harm poses a threat to the health and safety of a camp's occupants. Permanent closure entails the same requirements of this Section, unless an emergency makes notice and logging personal property infeasible.

9.62.050 Interference.

In accordance with California Penal Code § 148, every person who willfully resists, delays, or obstructs any public officer, peace officer, or an emergency medical technician, as defined in Division 2.5 (commencing with Section 1797) of the Health and Safety Code, in the discharge or attempt to discharge any duty of his or her office or employment to enforce this Chapter shall be punished by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.

Section 2. Severability. If any section, subdivision, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof and shall continue to be in full force and effect.

Section 3. Effective Date and Publication. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of

general circulation at least within fifteen (15) days after its passage or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least within fifteen (15) days after its passage.

This Ordinance was introduced at a regular meeting of the City Council held on the ____ of _____, 2022, and passed and adopted as Ordinance No. ____ at a regular meeting of City Council held on the ____ of _____, 2022 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

ATTEST:

APPROVED:

Tracy L. Skelly,
City Clerk

Mark Plummer,
Mayor

ORDINANCE NO. 889

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA, ADDING SONORA MUNICIPAL CODE CHAPTER 9.61, PROTECTION OF CRITICAL INFRASTRUCTURE AND FIRE SEVERITY ZONE, OF TITLE TITLE 9, PUBLIC PEACE, MORALS, AND WELFARE.

WHEREAS, camping and use of camping paraphernalia near critical infrastructure poses an immediate threat to public health, safety and welfare due to potential destruction of, damage to, and interference with infrastructure critical to the provision of public services, such as law enforcement, fire prevention, transportation, and utilities, including communication, water and waste disposal; and

WHEREAS, destruction of, damage to, or interference with critical infrastructure is caused by fire, contamination, blocked access, or other causes; and

WHEREAS, the perpetual accumulation of debris creates a health and fire risk; and

WHEREAS, destruction of, damage to, or interference with critical infrastructure is often caused by persons whose activities are not permitted or authorized in, on, or near critical infrastructure.

The City Council of the City of Sonora does ordain as follows:

SECTION 1. Amendment. Chapter 9.61, Protection of Critical Infrastructure and Fire Severity Zones shall be added to Title 9, Public Peace, Morals and Welfare of the Sonora Municipal Code as follows:

9.61.010 Findings and purpose.

The city council finds as follows: (1) an immediate threat to the public health, safety, and welfare is the potential destruction of, damage to, or interference with, infrastructure that is critical to the provision of public services such as law enforcement, fire prevention, transportation, and utilities, including communication, water, and waste disposal; (2) destruction of, damage to, or interference with, critical infrastructure is caused by fire, contamination, blocked access, or other causes; and (3) destruction of, damage to, or interference with, critical infrastructure is often caused by persons whose activities are not permitted or authorized in, on, or near critical infrastructure.

The purpose of this chapter is to mitigate the threat of fire and other potential causes of destruction and damage to and interference with critical infrastructure to protect the health, safety, and welfare of the public, by authorizing the removal of persons and their personal property in, on, or near critical infrastructure.

9.61.020 Definitions.

When used in this chapter, the following words and phrases have the following meanings:

A. "Camp" and "camping" mean the placement on public or private property for the purpose of making a living accommodation for one or more nights of tents, tarpaulins, temporary shelters,

house trailers, mobile homes, motor vehicles or parts thereof, trailers, cooking facilities, cots, ground covers, bedding, hammocks, backpacks, sleeping bags and other equipment of a similar nature used to live temporarily in the outdoors.

B. "Camp facilities" include, but are not limited to, tents, huts, or temporary shelters.

C. "Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, or non-city designated cooking facilities and similar equipment.

D. "Critical infrastructure" means real property or a facility, whether privately or publicly owned, that the City Administrator designates as being so vital and integral to the operation or functioning of the city or in need of protection that its damage, incapacity, disruption, or destruction would have a debilitating impact on the public health, safety, or welfare. Critical infrastructure may include, but is not limited to, government buildings, such as fire stations, police stations, jails, or courthouses; hospitals; schools; wastewater facilities; structures, such as antennas, bridges, roads, train tracks, waterways, drainage systems, or levees; or systems, such as computer networks, public utilities, electrical wires, natural gas or propane pipes, telecommunication centers, or water sources.

E. "Facility" means a building, structure, equipment, system, or asset.

F. "Fire prevention official" means the Fire Chief, or designee.

G. "Garbage" includes all kitchen and table food waste, and animal or vegetable waste that attends or results from the storage, preparation, cooking or handling of, foodstuffs.

H. "Hazardous waste" has the same meaning as in California Public Resources Code Section 40141.

I. "Infectious waste" has the same meaning as in California Code of Regulations, Title 14, Section 17225.36.

J. "Refuse" includes garbage and rubbish.

K. "Solid waste or wastes" includes all putrescible and non-putrescible solid and semisolid wastes, such as refuse, garbage, rubbish, paper, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semisolid wastes and other discarded solid and semisolid wastes, and also includes liquid wastes disposed of in conjunction with solid waste disposal sites.

L. "Fire Severity Zones" California law requires CAL FIRE to identify areas based on the severity of the fire danger expected to prevail there. These zones or "zones" are based on factors such as fuel, slope, and fire weather. There are three zones according to the increased fire hazard: medium, high and very high.

9.61.030 Relation to Other Laws.

Nothing in this chapter is meant to preempt or otherwise replace the enforcement of violations under the Sonora Municipal Code or as otherwise permitted under law.

9.61.040 Prohibited activities.

A. It is unlawful and a public nuisance for any person to camp, occupy camp facilities, or use camp paraphernalia at the following locations:

1. Critical infrastructure;
2. Within twenty-five feet of critical infrastructure;
3. Within twenty-five feet of a vehicular or pedestrian entrance or exit of critical infrastructure;
4. On those portions of a right-of-way that are required by local, state, or federal law to be free of obstruction to first responders, including, but not limited to, members of law enforcement, fire prevention, or emergency medical services agencies; or
5. Areas designated as a Fire Severity Zone.

B. It is unlawful and a public nuisance for any person to store personal property, including camp facilities and camp paraphernalia, in the following locations without the written consent of the owner, except as otherwise provided by resolution of the city council:

1. Critical infrastructure;
2. Within twenty-five feet of critical infrastructure;
3. Within twenty-five feet of a vehicular or pedestrian entrance or exit of critical infrastructure;
4. On those portions of a right-of-way that are required by local, state, or federal law to be free of obstruction to first responders, including, but not limited to, members of law enforcement, fire prevention, or emergency medical services agencies; or
5. Areas designated as a Fire Severity Zone.

C. It is not intended by this section to prohibit overnight camping on private residential property by friends or family of the property owner, so long as the owner consents and the overnight camping is limited to the period that the owner has given their consent. All overnight camping on private residential property within the City is subject to applicable building and fire codes under the Sonora Municipal Code and prohibitions on the use of trailers and mobile homes as set forth in Title 17 of the Sonora Municipal Code.

D. Nothing in this chapter is intended to prohibit or make unlawful the activities of an owner of private property or other lawful user of private property that are normally associated with and incidental to the lawful and authorized use of private property for residential or other purposes; and nothing is intended to prohibit or make unlawful the activities of a property owner or other

lawful user if such activities are expressly authorized by Title 17 or other laws, ordinances, and regulations.

9.61.050 Abatement.

- A. Any violation of Section 9.60.040 may result in abatement of an occupant's personal property after providing them with no less than seventy-two (72) hour written notice that the occupant's camp, camp paraphernalia, or camp facility is located in or on a designated Critical Infrastructure or a Fire Severity Zone.
- B. Summary abatement without prior notice is warranted when conditions or violations are so severe that immediate action is required to prevent the serious threat of harm.
- C. Abatement pursuant to subsections A or B may include, but is not limited to, removal of camp facilities, camp paraphernalia, personal property, garbage, hazardous waste, infectious waste, junk, or refuse; and securing the perimeter of the property with fencing, gates, or barricades to prevent further occurrences of the nuisance activity.
- D. Regardless of the city's authority to conduct abatement pursuant to this section, every owner, occupant, or lessee of real property, and every holder of any interest in real property, is required to maintain the property in compliance with the Sonora Municipal Code, and applicable provisions of state and federal law; and is liable for violations thereof.
- E. The cost of abatement, including all administrative costs of any action taken hereunder, may be assessed against the subject premises as a lien, made a personal obligation of the owner, or both, in accordance with procedures in Section 1.08.090.

9.61.060 Interference.

In accordance with California Penal Code § 148, every person who willfully resists, delays, or obstructs any public officer, peace officer, or an emergency medical technician, as defined in Division 2.5 (commencing with Section 1797) of the Health and Safety Code, in the discharge or attempt to discharge any duty of his or her office or employment to enforce this Chapter shall be punished by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.

9.61.070 Violation—Penalty.

- A. In addition to any other remedy allowed by law, any person who violates a provision of this chapter is subject to criminal, civil, and administrative penalties pursuant to Chapters 1.08 and 1.20.
- B. Violations of this chapter are hereby declared to be a public nuisance.
- C. All remedies prescribed under this chapter are cumulative and the election of one or more remedies does not bar the city from the pursuit of any other remedy to enforce this chapter.

Section 2. Severability. If any section, subdivision, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof and shall continue to be in full force and effect.

Section 3. Effective Date and Publication. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least within fifteen (15) days after its passage or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least within fifteen (15) days after its passage.

This Ordinance was introduced at a regular meeting of the City Council held on the ____ of _____, 2022, and passed and adopted as Ordinance No. ____ at a regular meeting of City Council held on the ____ of _____, 2022 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

ATTEST:

APPROVED:

Tracy L. Skelly,
City Clerk

Mark Plummer,
Mayor



CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 2022

TO: City Council Members

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: Staff Recommends the City Council approve a 63 Month Lease Agreement to replace aging copier equipment at City Hall, Police and Fire Departments.

RECOMMENDATION

City staff recommends that the City Council approve the lease agreement with Toshiba Financial Services for the citywide copier agreement and allow the City Administrator to sign. All setup, maintenance and services will be provided by Power Business Technology.

DISCUSSION

Over the past several weeks, staff has been working to assess the City's existing fleet of copy machines to determine opportunities to replace aging machines while also enhancing copying efficiencies. The new agreement replaces an expiring lease for City copiers and a separate support services agreement with a single agreement that includes complete setup, including network setup, four (4) new Toshiba 4515ac copiers, all-inclusive service, toner replacements and a warranty for the full term of the lease. The Toshiba 4515ac copiers are approximately 29% faster than the copiers being replaced.

FISCAL IMPACT

The lease agreements for these four (4) machines are expected to be approximately \$1,752/month, which now includes all service and supplies. When compared with our current costs of \$2,256.26/month, the proposed agreement with Power Business Technologies will result in an annual copy machine savings cost of around \$6,051.12 annually.

TOSHIBA

LEASE WITH MAINTENANCE AGREEMENT

TOSHIBA

Item 3.

FINANCIAL SERVICES

The words **you** and **your**, refer to the **Customer**. The words **Lessor, we, us, and our**, refer to **Toshiba Financial Services**. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

APPLICATION NUMBER

AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

Legal Company Name: City of Sonora

Fed. Tax ID#: 94-6000434

Contact Person: Chris Gorsky

Bill-To Phone: 209-532-4541

Bill-To Fax:

Billing Address: 94 N. Main St.

City, State - Zip: Sonora, CA 95370

Equipment Location: 94 N. Washington St./100 S. Green St./201 S. Shepard
(if different than above) St.

City, State - Zip: Sonora, CA 95370

DEALER LOCATION

Contact Name:

Location: Power Business Technology, LLC.

EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.	STARTING METER
Toshiba e-Studio MFP Copier	4515ac		
Toshiba e-Studio MFP Copier	4515ac		
Toshiba e-Studio MFP Copier	4515ac		
Toshiba e-Studio MFP Copier	4515ac		
Toshiba e-Studio MFP Copier - SERVICE ONLY ASSET	3505ac		

☐ See attached form (Schedule "A") for Additional Equipment ☐ See attached form (Billing Schedule) for Additional Equipment/Payment Schedule

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: 63	of \$ 1752.00	* Security Deposit**: \$	☐ Received	*plus applicable taxes
Payments includes: 16,000	B&W Images per Month	Excess Images at: \$ \$0.0055	* per B&W Image	End-of-Lease Options: You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value per section 16. 2. Renew the Agreement per section 17. 3. Return Equipment.
Payments includes: 8,000	Color Images per Month	Excess Images at: \$ \$0.055	* per Color Image	
Payments includes: n/a	Scan Images per Month	Excess Images at: \$	* per Scan Image	
Payments includes: n/a	B&W Print Images per Month	Excess Images at: \$	* per B&W Print Image	
Payments includes: n/a	Color Print Images per Month	Excess Images at: \$	* per Color Print Image	
Origination Fee: Up to \$99.00 (included in First Invoice)		Excess Images billed: ☐ Monthly ☐ Quarterly		

** Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services

Signature:

Title:

Date:

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. **BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.**

Name:

Signature: X

Title:

Date:

TERMS AND CONDITIONS

Item 3.

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the Equipment and is not party to any service maintenance agreement.
2. **Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
3. **Image Charges:** Each month during the term of this Agreement, you agree to remit to us the Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Payment, you are entitled to produce the Images (set forth on page 1 of this Agreement) included for each applicable image type each month. You also agree to pay us the Excess Image charge (set forth on page 1 of this Agreement) for each metered image that exceeds the applicable Images Included. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the maintenance and supplies portion of the Lease Payment and/or the Excess Image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess Image charge in effect at the end of the prior annual period. At our option, you will: (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the Equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with your service provider, you continue to pay us all Payments and Excess Image charges without deductions or withholding deductions. Images made on Equipment marked as "Customer Owned" will be included in determining your image and excess charges.
4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
5. **Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
8. **Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement.
9. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
10. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
11. **Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
12. **Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
13. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
14. **Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
15. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and a actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
16. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
17. **Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
18. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
19. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
20. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
21. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
22. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
23. **Transition Billing:** In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
24. **Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.
25. **Maintenance, Service and Supplies:** The Dealer agrees to provide Full Service Maintenance during normal business hours including all toner, developer and parts necessary to produce images. You must purchase paper and staples separately. You acknowledge that (a) we are not responsible for any service, repair or maintenance of the Equipment and (b) we are not a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Dealer's normal business hours and for service required by your negligence or misuse of the Equipment at Dealer's customary rates. We may charge you a supply freight fee to cover our cost of shipping supplies to you.

e-STUDIO™ 5015AC series

- > Color Multifunction Printer
- > Up to 50 PPM
- > Medium/Large Workgroup
- > Copy, Print, Scan, Fax
- > Secure MFP
- > Customizable UI



e-STUDIO4515AC/e-STUDIO5015AC

CONNECT, INTEGRATE, SIMPLIFY, AND MORE.

Technology for every workplace; delivering advanced functionality, ease of use, and peace of mind.

Every business is unique. That's why Toshiba offers the latest customizable solutions that can be tailored to meet your needs. Toshiba solutions help you simplify complex tasks while managing diverse information—efficiently and safely to maximize your productivity.

Toshiba's latest series delivers on our commitment to collaborate with clients to provide tailored, cost-effective solutions that meet your print, document management and content needs while helping you to meet your green objectives.

- > 45 & 50 PPM
- > High-resolution color
- > High-volume black & white, and color
- > Advanced e-BRIDGE Next technology
- > Fast dual-core processor



Simple, smart and stylish.

A larger 10.1" tablet-style touch screen with an embedded web browser is easy to use, and customizable to meet your needs, enhancing the sleek and modern look of the complete series.

Toshiba's latest e-BRIDGE Next controller delivers exceptional color quality.

Don't restrict yourself to black and white when you can print with eye-catching color. It's Toshiba's sophisticated color system with high resolution for top-notch image quality.

- > Up to 3,600 (Equivalence) dpi x 1,200 dpi (BW/with smoothing, PostScript 3)
- > 256 gradations for smooth transitions in photographs and illustrations
- > Auto-calibration and user calibration ensure consistency of color across small and large print jobs

Elevate streamlines complicated multi-step processes into automated, one-touch functions.

We know you have work to do and at Toshiba we've introduced a new concept designed to make your job easier and more productive by personalizing the MFP user interface around your specific business processes.

Elevate enables customized and automated workflow presenting the user with convenient one-touch functions addressing only the tasks they use most. This results in simple operation and improved efficiency leading to an overall cost savings. Let Toshiba Elevate your productivity.

- > Customize and automate workflows specifically around your business processes
- > Boost productivity by reducing manual and paper intensive processes in the office
- > Personalize the user interface by department to deliver the utmost efficiency
- > Cost savings and greater efficiency through improved workflow and productivity
- > Clear away clutter and confusion on home screen by presenting only the tasks used most



SMALL FOOTPRINT, BIG BUSINESS.

Even with a relatively small footprint, the e-STUDIO5015AC Series is packed with industry-leading technologies and innovations designed to help workgroups connect, integrate and simplify.

Advanced e-BRIDGE Next Technology enables the MFP to drive Toshiba's internally developed solutions or those from a third party with ease.

Dual-Scan Document Feeder holds an amazing 300 originals and boasts an impressive 240 images per minute (IPM) by scanning both sides of the page in a single pass.

Auto Skew Correction ensures your scanned documents, using one of the document feeder options are reproduced accurately.

Print Around eliminates printing bottlenecks by allowing other print jobs to go around any being held-up for a specific paper size, media type or even color toner.

Job Reservation will queue up multiple copy or print jobs so users can send jobs whenever.

Embedded Optical Character Recognition (OCR) simplifies the creation of searchable PDFs or editable document formats such as Microsoft® Word™.

Exclusive Water Proof Paper water and tear resistant media up to 12" x 47" banner size.

Saddle/Fold Capabilities offer saddle-stitch finishing and the option to fold without stapling.

12" x 18" Cassette provides the ability to print stunning 11" x 17" full-bleed color on 12" x 18" paper.

Notifications Feature takes the hassle out of checking for depleted supplies or maintenance needs.

Paper Volume Indicators on the front panel make it easy to see the paper sizes, types and levels in each cassette.

Service Module Design significantly reduces the cost and time spent servicing the MFP.

Print-from USB lets you print PDF and JPG files straight from your USB drive and the MFP will scale documents to fit the available paper size if necessary.

Scan-to USB is great for capturing a file quickly when you're on the go.

Scan Preview allows you to review your scanned documents digitally, even rotate and change pages prior to sending to file or email.

Fax Preview saves valuable resources by letting you view received faxes prior to printing them.



TOSHIBA

TOSHIBA TECHNOLOGY NEVER LOOKED BETTER.

Keeping medium to large workgroups in mind, the e-STUDIO5015AC Series is easily integrated, customizable and solutions ready with Toshiba's Open Platform.

Complex tasks of the past are now a simple one touch button on your e-STUDIO control panel, thanks to Toshiba's seamless integration with third-party solutions and the use of embedded web browser technology.

Toshiba's exclusive e-BRIDGE Print & Capture application enables mobile device users to take advantage of the broad feature set of the e-STUDIO whether they're in the office or on the go.

The Universal Print Driver is suitable for all users. Tandem print comes standard with your e-STUDIO, along with a variety of time-saving, function-adding plug-ins that enable productivity right in the printer driver. For instance:

- > e-BRIDGE Job Point—quickly split up large jobs across up to 10 Toshiba MFPs
- > e-BRIDGE Job Replicator—streamline the creation of multi-part forms and documents
- > e-BRIDGE Job Separator—perform batch printing easily using any Windows® app
- > e-BRIDGE Job Build—conveniently print different document types all together as a single job

Toshiba's new e-BRIDGE Plus apps, including e-BRIDGE Plus for OneDrive® for Business, e-BRIDGE Plus for SharePoint® Online and e-BRIDGE Plus for Exchange Online let users scan to and print from Microsoft's cloud-based services directly at the front panel of the e-STUDIO MFP or their mobile device. This includes Word™, Excel® and PowerPoint® (docx, xlsx, pptx) documents stored in OneDrive® accounts or SharePoint® locations. When combined with our embedded OCR feature, documents can be scanned into popular Office™ formats as well.*

With Google Cloud Print™ support, you can securely print over the web from anywhere, anytime—including your phone—to an e-STUDIO5015AC Series MFP, e-BRIDGE Plus for Google Drive™, e-BRIDGE Plus for OneDrive®, e-BRIDGE Plus for Dropbox®, and e-BRIDGE Plus for box™ address all of the popular cloud-based mobility apps.*

Tight Security

Along with all of the new and innovative Toshiba technologies, we regard the security of your business a top priority.

- > A 320GB Self-Encrypting Drive (SED) with Automatic Drive Invalidation (ADI) & Data Overwrite capability provides top level security
- > Available FIPS 140-2 Validated SED meets and exceeds strict government requirements
- > IPsec is available to securely encrypt data sent to-and-from the MFP

Environmental Protection

Innovation that is truly innovative makes certain that our environment is part of the equation, which is precisely what we do here at Toshiba.

- > ENERGY STAR® V2.0 certified
- > RoHS compliance, the use of recycled plastics, and Super Sleep (0.6W) Mode work to help the environment
- > EPEAT Gold Registered for greener electronics, designed to help purchasers choose products that reduce environmental impact
- > The new e-STUDIO models' Typical [weekly] Electrical Consumption or TEC value is exceptionally low, equating to an environmentally friendly product with a low operating cost too
- > e-BRIDGE Plus for Green Information provides users with a graphical display at the MFP of their environmental contribution to promote more effective use.



*Your network settings and/or access control may vary depending on network environment when installing e-BRIDGE Plus applications. For details, please consult Toshiba's sales person.

**Available three applications; e-BRIDGE Plus for OneDrive® for Business, e-BRIDGE Plus for SharePoint® Online and e-BRIDGE Plus for Exchange Online

FEATURES, BENEFITS, AND THE WOW FACTOR.

1 Document Feeder Options

MR4000	Dual-Scan Document Feeder (DSDF)
MR3031	Reversing Automatic Document Feeder (RADF)
KA5005PC	Platen Cover

2 Accessory Tray & Options

GR1330	Accessory Tray
GR9000	Bluetooth Keyboard
GR1340	10-Key Numeric Keypad

3 Finishing Options

MJ1042	50-Sheet Inner Finisher
MJ1109	50-Sheet Console Finisher
MJ1110	50-Sheet Saddle-Stitch Finisher
MJ5015	Job Separator

4 Additional Paper Options

KD1058	Paper Feed Pedestal
KD1059LT	2,000-Sheet Large Capacity Feeder
MY1048	Additional Drawer Module for PFP
MY1049	Envelope Cassette



Additional Option Highlights

- > Multi-Station Print Enabler
- > Embedded OCR Enabler
- > Wireless LAN/Bluetooth
- > IPsec Security Enabler
- > Single & Dual-Line Facsimile
- > Hidden Card Reader Pocket

The Toshiba e-STUDIO5015AC Series can increase the efficiency of your workgroups, improve the professionalism of your presentations, and streamline the workflow of your organization. And, that's just for starters.

Double the Scan Speed

A 300-sheet high-speed, high-capacity Dual-Scan Document Feeder (DSDF) produces up to 120 IPM simplex and 240 IPM duplex. A conventional RADF is available for less scan-intensive businesses.

Envelopes—the Perfect Fit

A special envelope cassette is available to hold up to 60 envelopes, making sure each one is fed and printed in the same place, every time.

Volumes and Volumes

A high monthly copy volume is up to 210,000 for monochrome and 105,000 for color printing. Toner yields are 33,600 CMY and 38,400 K (at 5%) respectively.

Multi-Station Print Enabler

Toshiba's internally developed Multi-Station Print Enabler, now with support of up to 50 e-STUDIO devices, allows users to send print jobs from their desktop and retrieve them by simply swiping their card and authenticating at any convenient MFP.

Advanced e-BRIDGE Next Technology

Built on Linux®, this latest generation e-BRIDGE Next architecture features an Embedded Web Browser, a dual-core processor, 4GB RAM, and a 320GB SED enabling the MFP to easily drive Toshiba's internally developed solutions or even third-party applications.

Main Specifications

Copy System	Indirect Electrostatic Photographic Method/OPC/Laser Printing/ Heat Roller Fusing
Display	10.1" Color WSVGA Touch Screen Tilting Display
Copy Speed	45/50 PPM (LT)
First Copy Out	Color: 5.7/5.7 Seconds Monochrome: 4.4/4.4 Seconds
Warm-Up Time	Approx. 20 Seconds
Copy Resolution	600 x 600 dpi
Stack Feed Bypass	3.9" x 5.8" to 12" x 18", 12" x 47" Banner, Envelope
Multiple Copying	Up to 999 Copies
Paper Capacity	Standard 1,200 Sheets/Max. 3,200 Sheets
Original Feed	Optional 300-Sheet DSDf or 100-Sheet RADf
Scan Speed & Weights	DSDf Scan: Up to 240 IPM Duplex, 120 IPM Simplex (Monochrome or Color), Simplex: 9.3-110 lb Bond, Duplex: 9.3-110 lb Bond RADf Scan: Up to 73 IPM (Monochrome or Color), Simplex: 9.3-41.8 lb Bond, Duplex: 13.3-41.8 lb Bond
Max. Original Size	LD
Paper Feed Sizes	Drawer 1: 550 Sheets-ST-R to LD Drawer 2: 550 Sheets-ST-R to 12" x 18" Stack Feed Bypass: 100 Sheets-3.9" x 5.8" to 12" x 18", 12" x 47" Banner Opt. 550-Sheet Paper Feed Pedestal-ST-R to 12" x 18" Opt. 550-Sheet Drawer for PFP-ST-R to 12" x 18" Opt. Envelope Cassette for PFP-Approx. 60 Envelopes/550 Sheets-ST-R to LG Opt. 2,000-Sheet Tandem LCF (Pedestal Type)-LT Only Standard: 550 Sheets x 2-16 lb Bond-140 lb Index Stack Feed Bypass: 100 Sheets-14 lb Bond-100 lb Cover Opt. 550-Sheet Paper Feed Pedestal-16 lb Bond-140 lb Index Opt. 550 Sheets Drawer for PFP-16 lb Bond-140 lb Index Opt. Envelope Cassette for PFP-16 lb Bond-140 lb Index Opt. 2,000-Sheet Tandem LCF (Pedestal Type)-17 lb-28 lb Bond Standard Automatic Duplex Unit (16 lb Bond-140 lb Index)
Duplex	
Reproduction Ratio	25% to 400%
Max Duty Cycle	Max. 105K/105K Month (Color: 100%) Max. 210K/210K Month (Monochrome: 100%)
Weight	Approx. 172 lb
Approx. Dimensions	23" (W) x 25.2" (D) x 31" (H)
CMYK Toner Yield	CMY: 33.6K, K: 38.4K @ 5%
Power Source	120 Volts, 50/60 Hz, 12 Amps
Power Consumption	Maximum 1.5kW (120V)
CPU	Intel Atom™ 1.33 GHz (Dual-Core)
Memory	4GB
Hard Disk Drive	320GB Self-Encrypting Drive

e-BRIDGE Next Print Specifications

PDL	PCL5e, PCL5c, PCL6 (PCL XL), PS3, PDF, XPS, JPEG
Print Speed	45/50 Pages Per Minute (LT)
Print Resolution	600 x 600 dpi (5 bit), 1,200 x 1,200 dpi (Color/2 bit) or 3,600 (Equivalence) x 1,200 dpi (BW/with Smoothing) (PS3 Only)
Operating Systems	Windows Server® 2008 R2, R2 SP1, 2008/SP2, Windows® 7,8.1,10, Windows Server® 2012/R2, Windows Server® 2016, Macintosh® (macOS X 10.7.4, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13), Unix®, Linux®
Network Protocols	TCP/IP (IPv4, IPv6), NetBIOS over TCP/IP, IPX/SPX® for Novell® Environments, EtherTalk for Macintosh Environments
Printing Protocols	SMB, LPR/LPD, IPP (Ver.2.0) w/Authentication, AppleTalk® PAP or EtherTalk, Port 9100 (Bi-Directional), NetWare P-SERVER LPD w/ iPrint, WS Print, FTP
Print Drivers	Windows Server® 2008 SP2 (32-bit, 64-bit) Windows Server® 2008 R2 SP1 (64-bit), Windows® 7 SP1 (32-bit, 64-bit), Windows® 8.1 (32-bit, 64-bit), Windows Server® 2012/R2 (64-bit), Windows Server® 2016, Windows® 10 (32-bit, 64-bit), macOS X 10.7.4, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13 RJ-45 Ethernet (10/100/1000 Base-T), USB 2.0 (High-Speed) Optional IEEE802.11b/g/n, Wireless LAN, Optional Bluetooth
Interface	
Wireless Device	AirPrint®, Mopria®, e-BRIDGE Print & Capture Application on iOS and Android (Available via Apple® App Store or Google Play)
Device Management	TopAccess, EFMS 6.30 (e-BRIDGE Fleet Management Software)
Account Control	Up to 10,000 Users or 1,000 Departments Supports User Authentication (on Device), Login Name/Password (via Windows® Domain) or Login Name/Password (via LDAP Server) for Copy, Print, Scan, Fax, List, and User Function
Accessibility Features	Tilt Front Panel, Job Programs, Universal Grip for Paper Trays, Disable Screen Timeout and Audible Beep Message Alerts

Security Features

User Authentication, On-Board Data Scramble Function, SCEP, Disable e-Filing, Disable Copy, Disk Overwrite, IP Address Filtering (10 Sets), MAC Address Filtering (10 Sets), Network Service Control, Network Port Control, SMB Packet Signing, SSL/TLS (HTTP, IPP, LDAP, SMTP, POP, FTP, DPWS, SYSLOG), IPsec (IKEv1, IKEv2), Security Mode Change, CC Certified (ISO/IEC15408)* with HCD-PP v1.0, IEEE802.1X (Wired/Wireless), Digital Signature for Client Utilities, Password Policy, Password Lock, Password Expiration, Self Testing, Job Access Control, Log Access Control for Job Log, Security Stamp, Role Based Access Control, Secure PDF, Digital Signature for Firmware Update, Integrity Check Function, Image Log, Card Authentication, NFC Authentication
*Conformance with HCD-PPv1.0 in High Security Mode.

Environmental Stds. Certification

ENERGY STAR® (V2.0), EPEAT Gold, Californian Proposition 65
WHQL (Windows® 7, 8, 8.1, 10, 2008 R2, 2012, 2012 R2), Novell®, Citrix®, SAP, AirPrint® and Mopria®

Scan Specifications

Scan Speed	DSDf Scan: Up to 240 IPM Duplex, 120 IPM Simplex (Monochrome or Color) RADf Scan: Up to 73 IPM (Monochrome or Color)
Scan Modes	Standard: Full Color, Auto Color, Monochrome, Grayscale
Scan Resolution	600 dpi, 400 dpi, 300 dpi, 200 dpi, 150 dpi, 100 dpi
File Formats	Monochrome: TIFF-Multi/Single Page, PDF-Multi/Single Page, Searchable PDF (Opt.), XPS-Multi/Single Page, DOCX (Opt.), XLSX (Opt.), PPTX (Opt.) Color/Grayscale: JPEG, TIFF-Multi/Single Page, PDF-Multi/Single Page, Slim PDF, Searchable PDF (Opt.), XPS-Multi/Single Page, DOCX (Opt.), XLSX (Opt.), PPTX (Opt.)
Image Compression	Color/Grayscale: JPEG (High, Middle, Low)

Facsimile Specifications

Compatibility	Super G3
Data Compression	MH/MR/MMR/JBIG
Transmission Speed	Approx. 3 Seconds Per Page
Fax Modem Speed	Up to 33.6 Kbps
Memory Transmission	100 Jobs (with HDD), 2,000 Destinations Max. 400 Destinations/Job
Scan Speed	0.7 Seconds Per Page, Maximum 73 IPM

e-Filing Specifications

Operation Method	Color Touch Screen Control Panel or Client PC
Number of Boxes	1 Public Box, 200 Private User Boxes
Capacity of Boxes	100 Folders Per Box, 400 Documents Per Folder/Box, 200 Pages Per Document

Accessories (Options)

Platen & Document Feeder Options		Accessory Tray	GR1330
DSDf	MR4000	Panel 10-Key Option	GR1340
RADf	MR3031	Card Reader Holder	GR1320
Platen Cover	KA5005PC	USB Hub	GR1310
Additional Paper Options		Meta Scan Enabler	GS1010
Paper Feed Pedestal	KD1058	IPsec Enabler	GP1080
Drawer Module	MY1048	Unicode Font Enabler	GS1007
Envelope Cassette Option	MY1049	Per Seat License	GS1080
Large Capacity Feeder	KD1059LT	Multi-Station Print Enabler	
Finishing Options		Per Seat License	GS1090
Inner Finisher	MJ1042	SharePoint® Connector	GB1440
50-Sheet Staple Finisher	MJ1109	Exchange Connector	GB1450
Saddle-Stitch Finisher	MJ1110	Google Docs™ Connector	GB1540
Hole Punch Unit for MJ1042	MJ6011	Hardcopy Security Printing	GP1190A
Hole Punch Unit for MJ1109/MJ1110	MJ6105	FIPS HDD	GE1230
Bridge Kit	KN5005	Monotype Font Option	GB2050
Job Separator	MJ5015	Miscellaneous Options	
Connectivity/Security Options		Stand	STAND5005
FAX Unit/2nd Line for FAX Unit	GD1370N	Accessible Arm	KK2550
Wireless LAN/Bluetooth	GN4020	Work Tray	KK5005
Hardcopy Security Printing	GP1190A	Manual Pocket	KK5008
Bluetooth Keyboard	GR9000	Harness Kit for Coin Controller	GQ1280



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CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 2022

TO: City Council Members

FROM: Turu VanderWiel, Chief of Police

SUBJECT: Agreement with Axon for Body-Worn Camera and Taser Support.

RECOMMENDATION

Approve a five-year agreement with Axon Enterprise for body-worn cameras, cloud service, Taser equipment, and support. Authorize the Chief of Police to execute all documents associated with the agreement.

BACKGROUND

Body-Worn cameras are essential for policing agencies to enhance accountability, best practice case investigation, and minimize liability exposure. In 2017 the Police Department entered into an agreement with Safariland VIEVU for body-worn cameras, cloud storage, and service support. The Safariland VIEVU agreement is set to expire this fiscal year. Axon has bought out Safariland, and the VIEVU platform is now obsolete. Additionally, Axon is the sole-source vendor for the Taser control device approved for use within our policy. In June, the City Council approved a budget increase to upgrade to the Axon body-worn camera, cloud service, and Taser support bundle (Axon Core Plan).

DISCUSSION

The Sonora Police Department is seeking Council approval to enter into a 60-month agreement with Axon Enterprise, Inc. to allow for the continued deployment of these essential tools at a known cost. In June of this year, the FY22/23 operating budget was approved to include the annual cost of the Axon Core Plan. The Core plan provides body camera equipment, a secure cloud service, maintenance, and support. In addition, the Core Plan includes Taser equipment, service, support, and automatic camera activation options. By taking advantage of this five-year plan, the Police Department would achieve budget predictability and ensure ongoing equipment availability. The bundled program will provide overall cost savings to the City in the amount of \$66,665.

FISCAL IMPACT

The annual cost of the agreement is \$35,583, which has been included in the FY 2022/23 operating budget. The agreement would establish this as a set cost through FY 2026/27

ATTACHMENTS

Proposed Axon Agreement.



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-345946-44715

Item 4.

Issued: 06/03/2022

Quote Expiration: 06/30/2022

Estimated Contract Start Date: 10/01/2022

Account Number: 115229

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
	Sonora Police Dept. - CA TUOLUMNE CO 94 N WASHINGTON ST SONORA, CA 95370 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Thom Ruseva-Mahan Phone: +1 4804148450 Email: tmahan@axon.com Fax: +1 4809993359	Cyndi Nordvik Phone: (209) 532-8143 Email: cnordvik@sonorapd.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$170,452.80
ESTIMATED TOTAL W/ TAX	\$177,914.90

Discount Summary

Average Savings Per Year	\$13,333.15
TOTAL SAVINGS	\$66,665.75

Payment Summary

Date	Subtotal	Tax	Total
Sep 2022	\$34,090.72	\$1,492.42	\$35,583.14
Sep 2023	\$34,090.52	\$1,492.42	\$35,582.94
Sep 2024	\$34,090.52	\$1,492.42	\$35,582.94
Sep 2025	\$34,090.52	\$1,492.42	\$35,582.94
Sep 2026	\$34,090.52	\$1,492.42	\$35,582.94
Total	\$170,452.80	\$7,462.10	\$177,914.90

Quote Unbundled Price:
 Quote List Price:
 Quote Subtotal:

\$23 Item 4.
 \$177,599.75
 \$170,452.80

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									
Core+	2021 Core+	18	60	\$214.11	\$159.00	\$155.66	\$168,112.80	\$7,462.10	\$175,574.90
A la Carte Hardware									
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1			\$789.75	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
ProLicense	Pro License Bundle	1	60		\$39.00	\$39.00	\$2,340.00	\$0.00	\$2,340.00
A la Carte Services									
85144	AXON STARTER	1			\$2,750.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$170,452.80	\$7,462.10	\$177,914.90

Delivery Schedule

Item 4.

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Core+	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	20	09/01/2022
2021 Core+	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	18	09/01/2022
2021 Core+	20018	TASER 7 BATTERY PACK, TACTICAL	21	09/01/2022
2021 Core+	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	17	09/01/2022
2021 Core+	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	1	09/01/2022
2021 Core+	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	54	09/01/2022
2021 Core+	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	36	09/01/2022
2021 Core+	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	54	09/01/2022
2021 Core+	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	36	09/01/2022
2021 Core+	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	36	09/01/2022
2021 Core+	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	36	09/01/2022
2021 Core+	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	18	09/01/2022
2021 Core+	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	18	09/01/2022
2021 Core+	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	09/01/2022
2021 Core+	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	09/01/2022
2021 Core+	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	09/01/2022
2021 Core+	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	09/01/2022
2021 Core+	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	36	09/01/2022
2021 Core+	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	18	09/01/2022
2021 Core+	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	20	09/01/2022
2021 Core+	74200	TASER 7 6-BAY DOCK AND CORE	1	09/01/2022
2021 Core+	74210	AXON BODY 3 - 8 BAY DOCK	3	09/01/2022
2021 Core+	75015	SIGNAL SIDEARM KIT	18	09/01/2022
2021 Core+	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	09/01/2022
2021 Core+	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	09/01/2022
A la Carte	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	09/01/2022
2021 Core+	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	36	09/01/2023
2021 Core+	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	36	09/01/2023
2021 Core+	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	36	09/01/2024
2021 Core+	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	36	09/01/2024
2021 Core+	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	36	09/01/2024
2021 Core+	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	36	09/01/2024
2021 Core+	73309	AXON CAMERA REFRESH ONE	18	03/01/2025
2021 Core+	73689	MULTI-BAY BWC DOCK 1ST REFRESH	3	03/01/2025
2021 Core+	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	36	09/01/2025
2021 Core+	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	36	09/01/2025
2021 Core+	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	36	09/01/2026
2021 Core+	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	36	09/01/2026
2021 Core+	73310	AXON CAMERA REFRESH TWO	18	09/01/2027
2021 Core+	73688	MULTI-BAY BWC DOCK 2ND REFRESH	3	09/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Core+	20248	TASER 7 EVIDENCE.COM LICENSE	18	10/01/2022	09/30/2027
2021 Core+	20248	TASER 7 EVIDENCE.COM LICENSE	1	10/01/2022	09/30/2027
2021 Core+	73449	RESPOND DEVICE LICENSE	18	10/01/2022	09/30/2027
2021 Core+	73682	AUTO TAGGING LICENSE	18	10/01/2022	09/30/2027
2021 Core+	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	54	10/01/2022	09/30/2027
2021 Core+	73686	UNLIMITED BWC + CAPTURE STORAGE	18	10/01/2022	09/30/2027
2021 Core+	73746	PROFESSIONAL EVIDENCE.COM LICENSE	18	10/01/2022	09/30/2027
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	10/01/2022	09/30/2027
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	10/01/2022	09/30/2027

Services

Bundle	Item	Description	QTY
2021 Core+	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85144	AXON STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Core+	80464	EXT WARRANTY, CAMERA (TAP)	18	10/01/2022	09/30/2027
2021 Core+	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	3	10/01/2022	09/30/2027
2021 Core+	80374	EXT WARRANTY, TASER 7 BATTERY PACK	21	09/01/2023	09/30/2027
2021 Core+	80395	EXT WARRANTY, TASER 7 HANDLE	18	09/01/2023	09/30/2027
2021 Core+	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	09/01/2023	09/30/2027

Payment Details

Item 4.

Sep 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Core+	2021 Core+	18	\$33,622.72	\$1,492.42	\$35,115.14
Year 1	ProLicense	Pro License Bundle	1	\$468.00	\$0.00	\$468.00
Invoice Upon Fulfillment	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00	\$0.00
Total				\$34,090.72	\$1,492.42	\$35,583.14

Oct 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Sep 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Core+	2021 Core+	18	\$33,622.52	\$1,492.42	\$35,114.94
Year 2	ProLicense	Pro License Bundle	1	\$468.00	\$0.00	\$468.00
Total				\$34,090.52	\$1,492.42	\$35,582.94

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Core+	2021 Core+	18	\$33,622.52	\$1,492.42	\$35,114.94
Year 3	ProLicense	Pro License Bundle	1	\$468.00	\$0.00	\$468.00
Total				\$34,090.52	\$1,492.42	\$35,582.94

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Core+	2021 Core+	18	\$33,622.52	\$1,492.42	\$35,114.94
Year 4	ProLicense	Pro License Bundle	1	\$468.00	\$0.00	\$468.00
Total				\$34,090.52	\$1,492.42	\$35,582.94

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Core+	2021 Core+	18	\$33,622.52	\$1,492.42	\$35,114.94
Year 5	ProLicense	Pro License Bundle	1	\$468.00	\$0.00	\$468.00
Total				\$34,090.52	\$1,492.42	\$35,582.94

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.

Item 4.

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

6/3/2022



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 applicable to the Agency Content or ACEIP Content ("Use Case"). From time

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.

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.

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto (“**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 Devices 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 agree as follows:

1. **Definitions.**

- 1.1. “**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. “**Axon Device**” means all hardware provided by Axon under this Agreement.
- 1.3. “**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.
- 1.4. “**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

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

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).

~~2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years (“Renewal Term”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.~~

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys’ fees.

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 EXW (Incoterms 2020) 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. **Limited Warranty; Disclaimer.** 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 and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, 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. **All software and Axon Cloud Services, are provided “AS IS,” without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon (“Third-Party Products”) are not covered by Axon’s**

warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.2. **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 Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.

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

- 7.3. **Spare Axon Devices.** At Axon's reasonable discretion, 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 related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

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 if for Services, the amount paid for such Services over the 12 months preceding the claim. 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.

- 7.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

- 7.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

- 7.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

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. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **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-manufactured 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. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **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.
16. **Termination.**
- 16.1. **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 terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 16.2. **By 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.
- 16.3. **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. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon 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.
18. **General.**
- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **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. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

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

Agency: Sonora Police Department
Attn:
Street Address: 94 N Washington St.
City, State, Zip: Sonora, CA 95370
Email:

- 18.12 **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 Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY:

Sonora Police Department

Signature: _____

Name: _____

Title: _____

Date: _____

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Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- 1.1. “**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.
- 1.2. “**Evidence**” is media or multimedia uploaded into Axon Evidence as ‘evidence’ by an Agency. Evidence is a subset of Agency Content.
- 1.3. “**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.
- 1.4. “**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 and manage 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.

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.

- 5.1. Agency will also maintain the security of end usernames 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, 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.

- 5.2. 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.

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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.
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. 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.
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, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - 12.1. The Axon Records Subscription Term will end upon the competition of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")
 - 12.2. 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.
 - 12.3. 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.
 - 12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.
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;

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- 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 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. Agency will not incur additional fees if Agency downloads Agency Content 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. 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 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, Privacy, 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.
2. ACEIP Tier 1.
 - 2.1. 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 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**").
 - 2.2. **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.
3. 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

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



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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

- 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. Axon Full Service (Axon Full Service).** Axon 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. Axon Full Service options include:

System set up and configuration - Instructor-led setup of Axon View on smartphones (if applicable) - Configure categories and custom roles based on 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 (Axon Starter).** Axon 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 Axon Starter options include:

System set up and configuration (Remote Support) - Instructor-led setup of Axon View on smartphones (if applicable) - Configure categories & custom roles based on Agency need
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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 (Axon Virtual).** Axon 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
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.
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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. 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. 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.** 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 within 7 calendar days of delivery of the Acceptance Form, 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.

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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 on the date specified in the Quote (“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, if applicable.

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.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
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 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:
 - 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.

Master Services and Purchasing Agreement for Agency

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with 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. 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.

Master Services and Purchasing Agreement for Agency

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If 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.
 - 5.1. 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 Axon Respond services, including any Axon-provided LTE service.



CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 2022

TO: City Council Members

FROM: Tracy Skelly, Administrative Analyst

SUBJECT: Disbursements in the amount of \$170,746.39 for payroll

RECOMMENDATION

Approval of disbursements in the amount of \$170,746.39 for payroll, inclusive of employee salaries, employer and employee taxes and retirement contributions, miscellaneous voluntary employee deductions, holiday pay and other adjustments, including retro-pay.

DISCUSSION

This payroll was the 2nd payroll of a month, which was an expected amount.

This payroll is the 1st payroll of 26 for FY22-23, we would have expected to expend 1.92% of the budgeted amount. In total, we have expended 0.96% of the Salaries and Wages for the FY 22/23 budget.

FISCAL IMPACT

Disbursements are part of the approved FY22-23 Budget.



CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 2022

TO: City Council Members

FROM: Rachelle Kellogg

SUBJECT: Construction Services Agreement for the Stewart Street Restroom Project – Accept as Complete

RECOMMENDATION

Accept the work under the Construction Services Agreement with Jex Baldwin Construction for the emergency repairs and reconstruction of the restroom and storage facility located at Stewart Street and Mehun Street as completed, and authorize the City Clerk to file a Notice of Completion with the Tuolumne County Recorder.

DISCUSSION

The Construction Services Agreement between the City of Sonora and Jex Baldwin Construction for the Stewart Street Restroom Project was executed on April 4, 2022. The Notice to Proceed was issued on April 8, 2022 and the project has been completed as per the contract scope of work. One change order was issued under the contract for additional sidewalk work needed to address needed sewer line replacement.

The project scope included improvements required to address the ongoing water intrusion into the building from both the rear wall and ceiling. These issues caused the building to be closed to the public, gutted and mold remediation conducted. The scope also included reconstructing the restrooms and storage area that had been used for the Sonora Farmers Market as well as required ADA improvements. To accommodate new drainage lines and the replacement of the failed sewer line, the sidewalk along the building frontage was also replaced.

The total construction contact amount is \$250,000. The 5% retention amount of \$12,500 will be released following the 35 day lien period commencing with the recording of the Notice of Completion with the Tuolumne County Recorder's Office and with assurance that all liens and claims have been satisfied.

Jex Baldwin Construction did an exceptional job on this very difficult project and should be commended on the care they put into this project.

FISCAL IMPACT

Funding for this project is included within the 2021-22 FY Budget. The Tuolumne County Transportation Council has also approved \$77,000 in LTF Bike/Ped funding for the sidewalk replacement.



CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 2022

TO: City Council Members

FROM: Rachelle Kellogg

SUBJECT: Construction Services Agreement for the Red Church Pedestrian & Circulation Improvement Project – Accept as Complete

RECOMMENDATION

Accept the work under the Construction Services Agreement with United Pavement Maintenance, Inc. for the Red Church Pedestrian and Circulation Improvement Project as completed, and authorize the City Clerk to file a Notice of Completion with the Tuolumne County Recorder.

DISCUSSION

The Construction Services Agreement between the City of Sonora and United Pavement Maintenance, Inc. for the Red Church Pedestrian and Circulation Improvement Project was executed on March 16, 2022 for the not-to-exceed amount of \$370,899. The Notice to Proceed was issued on April 1, 2022 and the project has been completed as per the contract scope of work.

The project scope included replacement of sidewalk, curb and gutter, ADA improvements, enhanced crosswalks, and restriping with the project area at Elkin/Snell Streets and N. Washington Street/Hwy 49.

There were 3 minor change orders on the project that resulted in a net decrease of \$11,124.62 in the total contract amount. As such, the total construction contact amount at project completion is \$359,774.38. The 5% retention amount of \$17,988.72 will be released following the 35 day lien period commencing with the recording of the Notice of Completion with the Tuolumne County Recorder's Office and with assurance that all liens and claims have been satisfied.

The final walk-through on the project was held on July 7th and there were no corrections. Caltrans has also approved the project as complete. It was the first project for United Pavement Maintenance, Inc. in the City. Staff found them very easy to work with and they did an excellent job managing the project..

FISCAL IMPACT

Funding for this project is included within the 2021-22 FY Budget. The project was funded under the Caltrans' Active Transportation Program along with LTF Bike/Ped funding through the Tuolumne County Transportation Council.



CITY COUNCIL AGENDA REPORT

MEETING DATE: July 05, 2022

TO: City Council Members

FROM: Chris Gorsky, Administrative Services Director
Melissa Eads, City Administrator
Andrew Doan, City Attorney

SUBJECT: The “Essential Services Transaction and Use Tax”

RECOMMENDATION

1. Introduce, on first reading by title only, Draft ordinance No. 890 adding Chapter 3.17 of the Sonora Municipal Code to add the “Essential Services Transaction and Use Tax” to be administered by the California Department of Tax and Fee Administration (CDTFA).
2. Adopt Resolution 07-18-22-B declaring a fiscal emergency, calling and giving notice for the holding of a special municipal election to be held on Tuesday, November 8th, 2022 for the submission of a ballot measure to the City of Sonora qualified voters to approve a local one percent (1%) general sales and use tax for general city revenue purposes, “the Essential Services Transaction and Use Tax;” and requesting the Board of Supervisors of Tuolumne County to render election services; and requesting the consolidation of said election with the statewide general election and permit the County Registrar of Voters to render election services.

DISCUSSION

The City of Sonora has been fiscally challenged and needs additional revenue to protect the City’s long-term financial stability and maintain services for its citizens. Over the past decade, the City of Sonora’s revenues have not kept pace with the growing costs associated with providing municipal services and facilities. The City seeks to maintain essential services, including police, fire, public works and road maintenance and is coming to a crossroads where it cannot sustain the services it provides with the projected available resources. For the past several budget years the City has responded to this imbalance by cutting employees, deferring basic road and infrastructure maintenance, putting off fleet management and increasingly limiting services. The total number full time equivalent employees are below the 2007 pre-recession levels and employee count is down 29% over that timeframe. Even though City Council has consistently budgeted conservatively, and the City’s department heads have been very professional managing their budgets the increasing costs have become difficult to manage.

First, the City wishes to maintain a high level of police services including neighborhood patrols and crime, gang, drug prevention programs, increase funding for fire services including fire staffing, equipment, inspections and clearing as the entire City is a high fire severity zone. Second, the City maintains more than 30 miles of roads, but the only dedicated funding sources are Highway Users Tax and Road Maintenance and Rehabilitation (SB1) funding which provides less than \$230,000 annually. This is unsustainable. The City is faced with local streets and roads that are in disrepair and this funding would allow for appropriate maintenance and pothole repair that keep streets safe and improve quality of life. Third, there have been few capital improvement projects over the last ten years with almost no

sidewalk, storm drain or facility improvement and replacement strategies in place. The sales tax measure would provide resources for the City to tackle those larger projects that currently have no foreseeable funding source. Fourth, the City is faced with ever increasing deferred maintenance expenditures, a need to create a fleet management plan, and address aging equipment throughout all departments. Fifth, other challenges the City faces have been ever rising costs, including worker's compensation, health, and liability insurances; in addition, a continual struggle to pay market rate for employee compensation. It is in the best interest of the City to pay a fair wage to employees in order to have the ability to compete and retain existing and future employees.

This increase in sales tax will be used and remain 100% in the City of Sonora and cannot be taken by the State or County. Currently the County of Tuolumne receives 13% of the City's sales tax and will receive none of these revenues. This is locally controlled funding that will maintain community and neighborhood safety, rapid 911 emergency response times, disaster preparedness, street maintenance and pothole repair, and attract and retain local businesses, jobs and employees.

The City of Sonora currently has one of the lowest sales tax rates in California. Of the 283 California cities with sales tax rates, 94% have rates higher than Sonora and only .4% lower than ours. After increasing the City's tax rate by 1%, it will still be in the bottom 25% of sales tax rates for cities in California. The City has all of the same responsibilities of those other agencies without revenues to match.

	FY22-23 Proposed Budget	FY23-24 Forecast Budget	FY24-25 Forecast Budget
Revenues			
Taxes Related Revenues	\$ 5,296,300	\$ 5,443,900	\$ 5,610,500
Licenses, Permits and Franchises	\$ 916,850	\$ 938,800	\$ 955,550
Fines, Forfeitures and Penalties	\$ 15,000	\$ 16,000	\$ 16,200
Charges for Services	\$ 74,200	\$ 74,700	\$ 76,100
Intergovernmental Revenues	\$ 592,786	\$ 11,000	\$ 11,000
Use of Money or Property	\$ 67,900	\$ 72,700	\$ 74,500
All Other Revenues	\$ 24,050	\$ 23,750	\$ 24,900
Total Revenues	\$ 6,987,086	\$ 6,580,850	\$ 6,768,750
Total Other Financing Sources	\$ 2,506,450	\$ 2,551,000	\$ 2,623,000
Total Revenues & Other Financing Sources	\$ 9,493,536	\$ 9,131,850	\$ 9,391,750
Expenditures			
Salaries and Benefits	\$ 6,974,000	\$ 7,227,580	\$ 7,481,550
Operating Expenditures	\$ 2,114,300	\$ 2,074,020	\$ 2,146,800
Capital Projects	\$ -	\$ -	\$ -
Total Expenditures	\$ 9,088,300	\$ 9,301,600	\$ 9,628,350
Total Other Financing Uses	\$ 37,000	\$ 112,000	\$ 112,000
Total Expenditures & Other Financing Uses	\$ 9,125,300	\$ 9,413,600	\$ 9,740,350
Net Gain (Cost) to Fund	\$ 368,236	\$ (281,750)	\$ (348,600)
SLFRF FUNDS	\$ 581,786		
Deficit without Federal Funding	\$ (213,550)		

The chart above shows the forecasted deficits with "status-quo" budgets and no capital expenditures over the next 3 years. The City will receive American Rescue Plan Support in FY22/23 and without that funding would have had to cut to balance that budget.

Hypothetical:		
If You Spent \$100		
With a 7.75% Tax	\$	7.75
With a 8.75% Tax	\$	8.75
You Would Be Spending \$1 More		
If You Bought a Car for \$47,148		
With a 7.75% Tax	\$3,653.97	
With a 8.75% Tax	\$4,125.45	
You Would Be Spending \$471.48 More		

The Chart above shows that for every \$100 spent on taxable goods it would cost \$1 in additional tax.

All State Sales Tax Exemptions Will Apply (For a full list of exemptions: <https://www.cdtfa.ca.gov/formspubs/pub61.pdf>)

- 1. NECESSITIES OF LIFE—Provisions that exempt property necessary to the sustenance of life**
 - a. Food Products
 - b. Candy, Confectionary, Snack Foods and Bottled Water
 - c. Food Products Sold Through Vending Machines
 - d. Medicated Feed and Drinking Water (livestock)
 - b. Purchases Made with CalFresh Benefits
 - c. For complete list see: <https://www.cdtfa.ca.gov/formspubs/pub61.pdf>
- 2. HEALTH RELATED**
 - a. Professional Health Services
 - b. Prescription Medicines
 - c. Wheelchairs, Crutches, Canes and Walkers
 - d. Medicinal Cannabis
 - e. For complete list see: <https://www.cdtfa.ca.gov/formspubs/pub61.pdf>
- 3. HOUSING**
 - a. Gas, Electricity, Water
 - b. Rentals of Household Furnishings
 - c. For complete list see: <https://www.cdtfa.ca.gov/formspubs/pub61.pdf>
- 4. For Complete List See <https://www.cdtfa.ca.gov/formspubs/pub61.pdf>**

Resolution 07-18-22-B (the “Resolution”) will place a measure on the ballot for the November 8, 2022 special municipal election to provide and preserve services valued by City residents. The Resolution will submit a measure to City residents for a one percent (1%) Transaction and Use Tax (sales tax) to provide locally controlled funding for essential, necessary, and appropriate general City services (the “Measure”). The Measure is being proposed to provide funding that cannot be taken by the State of California, with funding to be used only for local City services. The Measure proposes a general tax and requires a majority (50% plus 1) of votes cast by City’s qualified voters to approve the Measure. The Measure is not a tax on homes or property and a large portion of locally controlled revenue generated by the measure will be paid by visitors to the City who will pay their fair share to use City streets, 911 and other services.

Generally, the City must submit general taxes to City voters at the City’s general municipal election. The City’s next general municipal election is March 5, 2024. The City, however, cannot wait until the March 5, 2024 general municipal election to place the Measure on the ballot because, without additional revenue, the City must begin reducing critical local services. A reduction in critical local services poses a fiscal emergency. The City Council can place a general tax measure on the ballot at a special municipal election by declaring a fiscal emergency. To find a fiscal emergency, the City Council must adopt the Resolution by a unanimous vote.

The Resolution contains the information regarding the actions necessary to place the Measure on the ballot at the Election, including setting out the ballot question, and requesting that the County of Tuolumne (the “County”) consolidate the City’s election with the statewide general election.

The question that voters will be asked at the Election is:

<i>“The City of Sonora Essential Services Measure: Shall the measure to maintain the City of Sonora essential services such as Police, Fire, Street and Pothole Repair, and other core services by establishing a one percent (1%) sales and use tax (“Sales Tax”), providing the City of Sonora approximately \$3.9 million dollars annually until ended by City voters, be adopted?”</i>	Yes
	No

The form of the question complies with the requirements of the Elections Code. To the extent that the City Council wishes to modify the ballot question it must be phrased as: "Shall the measure (stating the nature thereof) be adopted?" It must also contain no more than seventy-five (75) words and a statement regarding the amount of money to be raised annually and the rate and duration of the tax to be levied.

Although individual council members may not personally support the tax, staff asks that you place this item on the ballot to allow voters to decide this important issue.

FISCAL IMPACT

The City will be required to pay the Registrar for services in consolidating the election. If the qualified voters of the City approve the Measure, it would provide an estimated \$3.9 million dollars annually in revenue to fund services valued by City residents.

ENVIRONMENTAL

The Resolution is not a "project" under the California Environmental Quality Control Act.

OPTIONS

1. Adopt:
 - a. Resolution 07-18-22-B to declare a fiscal emergency and place the sales tax measure on the November 8, 2022 ballot (Must be Unanimous);
 - b. Ordinance No. 890 imposing a 1% sales and use tax (Must be approved by 2/3 of council)
2. Reject the Resolution; or
3. The City Council may continue the item and request additional information and analysis from staff. Since the City must adopt and submit the Resolution to the County by August 12, 2022, this option may delay the City from submitting the Resolution to the County and prevent the placement of the Measure on the ballot for the Election.

ATTACHMENTS

- Resolution
- Ordinance

RESOLUTION No. 07-18-2022-B

A RESOLUTION OF THE SONORA CITY COUNCIL CALLING AND GIVING NOTICE FOR THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY NOVEMBER 8th, 2022, FOR THE SUBMISSION OF A BALLOT MEASURE TO THE CITY OF SONORA QUALIFIED VOTERS TO APPROVE A LOCAL ONE PERCENT (1%) GENERAL SALES AND USE TAX, "THE ESSENTIAL SERVICES TRANSACTION AND USE TAX"; REQUESTING THE BOARD OF SUPERVISORS OF TUOLUMNE COUNTY PERMIT THE COUNTY REGISTRAR OF VOTERS TO RENDER ELECTION SERVICES; AND REQUESTING THE CONSOLIDATION OF SAID ELECTION WITH THE STATEWIDE GENERAL ELECTION HELD ON THE SAME DATE.

WHEREAS, the City of Sonora (the "City") wishes to maintain critical local services and protect local funding that cannot be taken by the State to address community needs and priorities, and

WHEREAS, the City wishes to maintain services for its City citizens at levels they expect and deserve, and

WHEREAS, the City wishes to maintain a high level of police services including enhanced patrols, crime and drug prevention, and

WHEREAS, the City maintains more than 30 miles of roads and must address streets that are in disrepair and maintain regular street maintenance and pothole repair that keeps our streets safe and improve quality of life, and

WHEREAS, this measure is not a tax on homes or property and a large portion of locally controlled revenue generated by the measure will be paid by visitors to the City of Sonora who will pay their fair share to use our streets and services, and

WHEREAS, without additional revenue, the City must reduce critical local services; and

WHEREAS, pursuant to California Constitution, Article XIII C, the City Council by this resolution, unanimously finds that there is a fiscal emergency requiring the City to submit a proposed ordinance to impose a one percent (1%) sales tax at the November 8, 2022 special election (the "Election"), and that the City cannot wait until the March 5, 2024 general municipal election; and

WHEREAS, pursuant to Elections Code section 9222, the City Council is submitting to City voters a ballot measure and proposed ordinance to establish a one percent (1%) sales and use tax for general City purposes (the "Measure"); and:

WHEREAS, pursuant to Revenue and Taxation Code section 7285.9 and Government Code section 53724, the City Council by this resolution (the "Resolution") approves by a two-thirds (2/3) vote this Measure and submits this Measure to the electorate of the City for a vote at the November 8, 2022 special municipal election (the "Election") in

accordance with Government Code section 53723 and Article XIII C, section 2 of the California Constitution; and

WHEREAS, a statewide general election will be held on November 8th, 2022; and

WHEREAS, pursuant to Elections Code sections 10002 and 10400 et seq., the City Council is authorized to request an order from the County of Tuolumne (the "County") Board of Supervisors for election services and to consolidate the Election with the statewide general election;

WHEREAS, it is desirable that the Election be consolidated with the statewide general election to be conducted on November 8, 2022.

WHEREAS, the City recognizes additional costs may be incurred by the County by reason of this consolidation and agrees to reimburse the County for such costs.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Sonora finds and declares as follows:

Section 1: The City Council hereby finds and declares, by a unanimous vote, that a fiscal emergency exists in the City due to reduction of critical local services without additional revenue. The City Council, therefore, must submit the Measure to impose a one cent (1¢) sales tax at the November 8, 2022 special election. The City cannot wait until the March 5, 2024 general municipal election.

Section 2: Pursuant to Revenue and Taxation Code section 7285.9 and Government Code section 53724, the City Council by this Resolution approves by a two-thirds (2/3) vote the Measure. The Measure is a general tax as defined in Article XIII C of the State of California Constitution and Government Code section 53721 and shall not take effect until approved by a vote of at least a majority of voters voting on the question at the Election.

Section 3. Pursuant to Elections Code section 9222, the City Council hereby calls and orders a special municipal election to be held in the City on Tuesday, November 8, 2022, for the purpose of submitting the following question to the voters at such election:

"The City of Sonora Essential Services Measure: Shall the measure to maintain the City of Sonora essential services such as Police, Fire, Street and Pothole Repair, and other core services by establishing a 1% sales and use tax ("Sales Tax"), providing the City of Sonora approximately \$3.9 million dollars annually until ended by City voters, be adopted?"	Yes
	No

Section 4. The text of the ordinance submitted to the voters is attached as Exhibit A.

Section 5. Pursuant to Elections Code sections 10002 and 10403, the City Council hereby requests that the County Board of Supervisors consolidate the Election with the statewide general election, to be conducted on Tuesday, November 8, 2022 (the "Consolidated Election"). The City acknowledges that the Consolidated Election shall be held and conducted in the manner prescribed by Elections Code section 10418.

Section 6. Pursuant to the requirements of Elections Code section 10002, the City Council, as the governing body of the City, hereby requests that the County Board of Supervisors authorize County Registrar of Voters (the "Registrar") to provide all services necessary to conduct the Consolidated Election.

Section 7. The specified services requested by the City Council are applicable procedural requirements, connected with the conduct of the Election and performed by the Registrar in accordance with the provisions of law, to properly and lawfully conduct, canvass, and certify the results of the Election.

Section 8. Pursuant to Elections Code section 10002, the City Council recognizes that consolidation of the Election with the statewide general election, conducted by the County, provides the City an opportunity to share costs of conducting the election with other jurisdictions and, therefore, shall reimburse the County, upon completion of the work performed, for the City's share of costs incurred and upon presentation of an invoice to the City.

Section 9. The City Council hereby directs the City Elections Official, or designee, to file a certified copy of this Resolution with the County Board of Supervisors and the Registrar. The City Elections Official, or designee, shall file a certified copy of this Resolution with the County Board of Supervisors and the Registrar on or before August 12, 2022.

Section 10. Pursuant to Elections Code section 9280, the City Council hereby directs the City Elections Official, or designee, to transmit a copy of the Measure to the City Attorney. The City Council hereby directs the City Attorney to prepare an impartial analysis of the Measure pursuant to Elections Code section 9280 (the "Impartial Analysis").

Section 11. The City Council authorizes a subcommittee of two (2) members of the City Council (the "Subcommittee") to file a written argument in favor of the Measure in accordance with Elections Code sections 9282 and 9283 (the "Argument") and to change the Argument until and including the date fixed by the City Elections Official, or designee, after which no arguments for or against the measure may be submitted. The Subcommittee shall file the Argument with the Registrar on or before the deadline noticed by the Registrar. Pursuant to Elections Code section 9282, only the Subcommittee shall be authorized to submit any argument or rebuttal argument in favor

or against the Measure for printing in the voter information guide on behalf of the City. No member of the City Council shall submit any argument or rebuttal argument in favor or against the Measure on behalf of the City, unless doing so in their individual capacity, and shall not use their official title of office in any arguments in support of or against the Measure. Any argument or rebuttal argument for or against the Measure submitted for printing in the voter information guide, unless submitted by the Subcommittee, shall not be construed as either an argument or rebuttal argument of the City Council, but only as a personal argument or rebuttal argument of that individual.

Section 11. The City Council authorizes the Subcommittee to file a rebuttal argument against any argument submitted against the Measure in accordance with Elections Code section 9285 (the "Rebuttal"). The Subcommittee shall file the Rebuttal with the Registrar on or before the deadline noticed by the Registrar.

Section 12. The City Elections Officials and other City officers and employees are authorized and directed to take all other actions that are necessary to have the Measure properly submitted to the City voters at the Election, to be conducted on Tuesday, November 8, 2022.

PASSED, APPROVED AND ADOPTED as a Resolution by the Sonora City Council at a meeting held by the City Council on the 18th day of July 2022, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Mark Plummer, Mayor

ATTEST: _____
Deputy City Clerk, City of Sonora

ORDINANCE NO. 890

AN ORDINANCE OF THE CITY OF SONORA ADDING CHAPTER 3.17, THE CITY OF SONORA ESSENTIAL SERVICES TRANSACTION AND USE TAX MEASURE, TO TITLE 3, REVENUE AND FINANCE, OF THE SONORA MUNICIPAL CODE IMPOSING A TRANSACTIONS AND USE TAX TO BE FOR GENERAL REVENUE PURPOSES ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

WHEREAS, the City of Sonora (the “City”) wishes to maintain critical local services and protect local control with funding that cannot be taken by the State to address community needs and priorities; and

WHEREAS, the City wishes to maintain services for thousands of City citizens every year at the levels they expect and deserve; and

WHEREAS, the City wishes to maintain a high level of police services including enhanced patrols, crime and drug prevention, and

WHEREAS, the City maintains more than 30 miles of roads and must address streets that are in disrepair and maintain regular street maintenance and pothole repair that keeps our streets safe and improve quality of life, and

WHEREAS, this measure is not a tax on homes or property and a large portion of locally controlled revenue generated by the measure will be paid by visitors to the City of Sonora who will pay their fair share to use our streets and services, and

WHEREAS, without additional revenue, the City must reduce critical local services; and

WHEREAS, pursuant to California Constitution, Article XIII C, the City Council, by resolution, unanimously finds that there is a fiscal emergency requiring the City to submit this proposed ordinance (the “Ordinance”) to impose a one percent (1%) sales tax at the November 8, 2022 special election (the “Election”), and that the City cannot wait until the March 5, 2024 general municipal election; and

WHEREAS, pursuant to Elections Code section 9222, the City Council submitted to City voters a ballot measure and proposed ordinance to establish a one percent (1%) sales tax for general City purposes; and

WHEREAS, pursuant to Revenue and Taxation Code section 7285.9 and Government Code section 53724, the City Council previously approved by two-thirds vote this general tax Ordinance and submitted this general tax ordinance to the electorate of the City for a vote at the November 8, 2022 special election in accordance with Government Code section 53723 and Article XIII C, section 2 of the California Constitution.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SONORA DO ORDAIN AS FOLLOWS:

Item 8.

SECTION 1. AMENDMENT. Subject to the approval of a majority of the voters of the City of Sonora at the scheduled election so designated by the City Council in a resolution placing this ordinance on the ballot for such election, Chapter 3.17, The City of Sonora Essential Services Transaction and Use Tax Measure, shall be added to Title 3, Revenue and Finance, of the Sonora Municipal Code to read as follows:

Chapter 3.17
THE CITY OF SONORA ESSENTIAL SERVICES TRANSACTION AND USE TAX
MEASURE

3.17.010. TITLE. This Chapter shall be known as the "The City of Sonora Essential Services Transaction and Use Tax Measure" Ordinance. The city of Sonora hereinafter shall be called "City." This Chapter shall be applicable in the incorporated territory of the City.

3.17.020 OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Chapter, the date of such adoption being as set forth below.

3.17.030 PURPOSE. This Chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.
- B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.
- C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.
- D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time,

minimize the burden of record keeping upon persons subject to taxation under the provisions of this Chapter.

- E. To adopt a retail transactions and use tax for unrestricted general revenue purposes to remain in effect until the voters amend or repeal it.

3.17.040 CONTRACT WITH STATE. Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.17.050 TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 1% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Chapter.

3.17.060 PLACE OF SALE. For the purposes of this Chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.17.070 USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this Chapter for storage, use or other consumption in said territory at the rate of 1% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.17.080 ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this Chapter and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Chapter as though fully set forth herein.

3.17.090 LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

- A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;
 2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Chapter.
 3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
 - a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
 - b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.
 4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.
- B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

3.17.100 PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Chapter.

3.17.110 EXEMPTIONS AND EXCLUSIONS.

- A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.
- B. There are exempted from the computation of the amount of transactions tax the gross receipts from:
 1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.
 2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for

shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

- a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and
 - b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.
3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Chapter.
 4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Chapter.
 5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
- C. There are exempted from the use tax imposed by this Chapter, the storage, use or other consumption in this City of tangible personal property:
1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
 2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.
 3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Chapter.
 4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Chapter.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
 6. Except as provided in subparagraph (8), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.
 7. "A retailer engaged in business in the district" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this State or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this subsection, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of the Internal Revenue Code and the regulations thereunder.
 8. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.
- D. Any person subject to use tax under this Chapter may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.17.120 AMENDMENTS TO STATE LAW. All amendments subsequent to the effective date of this Chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Chapter, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Chapter.

3.17.130 ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to

prevent or enjoin the collection under this Chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

SECTION 2. NO MANDATORY DUTY OF CARE. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 3. CONFLICTS. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 4. COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. The approval of this ordinance is exempt from the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA" and 14 Cal. Code of Regs. sections 15000 et seq., "CEQA Guidelines"). This ordinance imposes a general sales tax that can be used for unrestricted general revenue purposes as specified in this ordinance. It is not a commitment to any specific project that may result in a potentially significant physical impact on the environment.

SECTION 5. CODIFICATION. Subject to the voter approval, the City Clerk, in consultation with the City Attorney, is hereby authorized and directed to codify this ordinance in the City of Sonora Municipal Code.

SECTION 6. EFFECTIVE DATE: Pursuant to California Constitution Article XIII C, section (2)(b) and Elections Code sections 9217 and 15400, this ordinance shall take effect only if approved by a majority of the eligible voters in the City, and shall be considered as adopted upon the date that the vote is declared by the legislative body, and shall go into effect 10 days after that date.

SECTION 7. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. City voters declare that they would have adopted this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 8. REPEAL OR AMENDMENT. This ordinance shall not be repealed or amended, except by a measure approved by a majority of electors voting on the issue at a General Municipal Election, or at a special election called for that purpose.

SECTION 9. CERTIFICATION. The City Clerk shall certify the final approval of this ordinance, publish the same as required by law, and forward a certified copy of the adopted ordinance to the California Department of Tax and Fee Administration

This ordinance was adopted by declaration of the vote of the City Council on 18th day of July, 2022, at a regular meeting of the City Council by the following vote:

AYES:

NOES:

ABSENT:

Mark Plummer, Mayor

Attest: _____
(Signature)

City Clerk



CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 2022

TO: City Council Members

FROM: Tracy Skelly, City Clerk

SUBJECT: City Committees and Community/Government Committees Appointment

RECOMMENDATION

Consider approval of the Mayor's Appointments to City Committees and Community/Government Committees.

DISCUSSION

Council Members represent the City on regional boards and organizations, act as liaisons to City Council advisory committees, and represents the City Council on community organizations, and Council subcommittees.

Every two years the City Council reviews, appoints and/or re-appoints members to City Committees and Community/Government Committees. The appointments shall be made by the Mayor, with confirmation from a majority of the Council Members.

If there is no official appointment made, there shall be a temporary appointment made to any City Committees and Community/Government Committees that require a quorum.

FISCAL IMPACT

No fiscal impact to the General Fund.



CITY OF SONORA GOVERNMENTAL COMMITTEES

COMMITTEE NAME	COMMITTEE SCOPE/TASKS	COUNCIL MEMBER(S)	ALTERNATE(S)	STAFF	PUBLIC	DATES & TIMES COMMITTEE MEETS
Amador-Tuolumne County Community Action Agency/Head Start	To help individuals in Amador and Tuolumne Counties toward self-sufficiency. To support local residents in becoming involved and contributing members of our community. To promote family and other supportive environments so that children, youth, and elders can achieve their maximum potential, and to form partnerships and coalitions within the community to meet these needs.	Andy Merrill	Ann Segerstrom			Second Friday Every Other Month 10:30am-12:30pm
Cable 8 - Access Tuolumne	Tuolumne County Community Cable Access (TCCCA), was created to facilitate public access to the local cable television service.	Mark Plummer	Andy Merrill			Fourth Wednesday 3:00pm-4:00pm
California League of Cities	The League of California Cities is an association of cities within the state of California, founded in 1898. Most of the state's 482 cities are represented in the league. The League advocates for cities at the state capitol, including proper distribution of state taxes to the cities.	Mark Plummer	Suzanne Cruz Ann Segerstrom			Quarterly
Central Sierra Economic Development	CSEDD partners with MLJT and local economic development offices to bring workforce and economic development assistance to businesses and residents throughout the Mother Lode Region.	Ann Segerstrom	Suzanne Cruz			Feb, May, Aug, Nov Third Thursday 9:30am-11:00am
Fire Safe Council	The Tuolumne Fire Safe Council is a grassroots nonprofit organization that works to reduce wildfire hazard and the devastating effects of wildfires in the north Tuolumne County community. The mission of the Tuolumne Fire Safe Council is to save lives and protect property through wildfire preparedness, prevention, and education.	Andy Merrill	Matt Hawkins			Fourth Tuesday 11:30am-1:00pm

COMMITTEE NAME	COMMITTEE SCOPE/TASKS	COUNCIL MEMBER(S)	ALTERNATE(S)	STAFF	PUBLIC	DATES & TIME COMMITTEE MEETS
Integrated Regional Water Management (IRWM) JPA & Water Advisory Committee	The purpose of the IRWMP is to develop a water resources management strategy for the region. The plan, when completed, will include a priority list of projects to improve water supply reliability, water quality and the environment in the Tuolumne and Stanislaus region.	Andy Merrill	Ann Segerstrom			Third Wednesday 9:00am-12:00pm
Local Agency Formation Commission (LAFCO)	The purpose of LAFCO is to discourage urban sprawl, preserve open space and prime agricultural lands, promote the efficient provision of government services, and encourage the orderly formation and development of local agencies based upon local conditions and circumstances.	Matt Hawkins Mark Plummer	Suzanne Cruz			Second Monday 4:00pm
Sierra Conservation Center – Citizens Advisory Committee		Mark Plummer	Matt Hawkins	Melissa Eads		
Solid Waste	The Solid Waste Committee is to serve the Board by reviewing, commenting on and recommending new and/or modifications to existing policy related to the Solid Waste collection, management and disposal systems within the County.	Matt Hawkins	Mark Plummer			Second Wednesday 1:00pm-3:00pm
Tuolumne County Chamber – Governmental Affairs	Our Chamber of Commerce manages an aggressive government affairs advocacy program combining research, government relations and communications. Through your Board of Directors and Government Affairs Council, our Chamber has forged key relationships with elected officials and leaders of government agencies on the local, regional and state level.	Mark Plummer	Matt Hawkins	Melissa Eads		First Monday 11am
Tuolumne County Chamber – Transportation Committee	The primary duties of our Transportation Committee is to look at state highway by-pass proposals and local transport-tation problems. The committee makes recommendations to the Board on positions that it feels would be in the best interest of our county and business.	Mark Plummer	Suzanne Cruz			

COMMITTEE NAME	COMMITTEE SCOPE/TASKS	COUNCIL MEMBER(S)	ALTERNATE(S)	STAFF	PUBLIC	DATES & TIME COMMITTEE MEETS
Tuolumne County Transportation Council (TCTC)	TCTC regularly decides how to prioritize and program monies for the State Transportation Improvement Program (STIP), and federal funding programs. In addition, the TCTC serves both the Board and the Sonora City Council by reviewing, commenting on and recommending or adopting new and/or modifications to existing policy related to the public transportation system, the Regional Transportation Plan(RTP); State legislative policy relative to Transportation; Traffic Mitigation Fee program; the State Highway Operations and Preservation Program (SHOPP); and various Transportation Planning policies that affect the County and the City of Sonora.	Andy Merrill Mark Plummer	Matt Hawkins			Second Wednesday 3:00pm-5:00pm
Tuolumne County Water Policy Advisory Committee	Ensure adequate water supplies to meet the diverse needs of a healthy and economically viable community. Such water supply needs include but are not limited to: domestic consumption; fire protection; economic development; base industries	Ann Segerstrom	Matt Hawkins			Fourth Tuesday 2:00pm
Visitor's Bureau	Promote and market Tuolumne County as a tourist destination; Promote the benefits of tourism as an industry; Provide visitor services; Act as a liaison between the tourism industry and governmental agencies; Coordinate with other agencies and organizations in the promotion of travel related industries throughout the county; and encourage and assist in the preservation of historical landmarks and preserve tourist attractions.	Suzanne Cruz	Mark Plummer			First Wednesday 11:00am-12:00pm
Yes Council	The YES Partnership is a community-wide coalition dedicated to supporting Tuolumne County youth and families by preventing suicide, substance, and child abuse.	Suzanne Cruz	Ann Segerstrom			Second Wednesday 3:00pm-5:00pm

COMMITTEE NAME	COMMITTEE SCOPE/TASKS	COUNCIL MEMBER(S)	ALTERNATE(S)	STAFF	PUBLIC	DATES & TIME COMMITTEE MEETS
Community Development	Housing, Technology, Opera Hall, Planning, CDBG related matters	Mark Plummer Matt Hawkins		Melissa Eads Rachelle Kellogg Chris Gorsky		As Needed
Energy Action	On March 5th, 2018, the City of Sonora accepted the Energy Action Plan (EAP) as the City's roadmap for expanding energy-efficiency, renewable-energy, and the cost-savings that accompany these efforts.	Ann Segerstrom Suzanne Cruz		Melissa Eads		Fourth Wednesday 3:00pm-4:00pm
Finance	All finance and budget related matters	Mark Plummer Ann Segerstrom		Melissa Eads Chris Gorsky		As Needed
Parking & Traffic Commission	The Parking and Traffic Commission's duties are to investigate ways and means of improving parking and traffic conditions throughout the city.	Matt Hawkins Mark Plummer		Aimee New Turu VanderWiel Mike Lagomarsino		As Needed
Parks, Recreation, & Beautification	Parks, trees, recreation, and beautification matters	Matt Hawkins Andy Merrill		Melissa Eads Rachelle Kellogg Mike Lagomarsino	Tracy Russell Sharon Marovich	As Needed
Personnel	All personnel and negotiation matters	Ann Segerstrom Mark Plummer		Melissa Eads Chris Gorsky		As Needed
Public Safety	Law Enforcement, Fire, Parking, Signage, and Traffic related matters	Suzanne Cruz Matt Hawkins		Melissa Eads Turu VanderWiel Aimee new		As Needed
Public Works	Streets, sidewalks, storm drainage, cemeteries, city facilities, and capital improvements	Suzanne Cruz Andy Merrill		Melissa Eads Rachelle Kellogg Mike Lagomarsino		As Needed
Vision Sonora	Vision Sonora Plan implementation, funding, project, and design review	Suzanne Cruz Ann Segerstrom		Melissa Eads Rachelle Kellogg	Darin Grossi Ryan Campbell David Goldemberg Charles Segerstrom Laurie Lehmann	Second Tuesday 1:30pm-3:30pm
Commission on Homelessness	The Tuolumne County Board of Supervisors identified Community Family and Health as their second priority in 2021, and the second objective is to Address Emergency Needs in Homeless Communities and Collaborate with Public and Private Partnerships to Combat Homelessness.	Suzanne Cruz Andy Merrill	Matt Hawkins			Regular Meeting Second Thursday 9:00am Standing Housing Meeting Third Thursday 1:00pm



CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 2022

TO: City Council Members

FROM: Rachelle Kellogg, Community Development Director

SUBJECT: Community Development Department Report for June 2022

RECOMMENDATION

Receive the Community Development Department Report for June 2022

DISCUSSION

In addition to the day-to-day operations of the Department, staff completed the following items:

RED CHURCH PEDESTRIAN PROJECT – The final walk-through for the project was completed on July 7th with no corrections. Staff completed the initial review of the certified payrolls for all employees on the job. This review includes comparing their wage/benefits to the Department of Industrial Relations' Wage Determinations verifying that they were paid the correct wage for their job classification. Staff also compared the employee interviews, conducted by City staff, with the payrolls to confirm that they were included and paid correctly for the work that they were performing. Staff has initiated final contract closeout and completing/gathering Caltrans submittals for closeout.

WASHINGTON-STOCKTON TRANSIT PROJECT – The City received approval of \$1,240,000 in Caltrans' SHOPP funds to fully fund the project based on the bid amount. Staff worked with Caltrans staff to complete the amendment to the Cooperative Agreement including the additional funding. This document is now being circulated through Caltrans for final approval. Under Caltrans direction, Staff will also be preparing and submitting documents to receive final authorization from Caltrans to award the bid. Proposals for construction engineering services were due to the City by June 30th. The City received proposals from Willdan and Unico. Staff will be reviewing the proposals, making a selection, and obtaining Caltrans and Council approval. The construction engineer will be responsible for overseeing the day to day construction activities/reviews for the project.

STEWART STREET RESTROOM PROJECT – The final walk-through for the project was conducted on July 14th and the project is now complete. Staff has initiated final contract closeout. The Public Works Department will begin moving the Farmers Market equipment, etc. from the Conex box to the building during the week of July 18th. It is anticipated that the restrooms will be open to the public and the Farmers Market storage/office will be in use on July 23rd. Staff will also coordinate the removal of the portable toilets and Conex box currently in use by the City's Farmers Market.

CDBG PROGRAM INCOME APPLICATION – The CDBG Program Income application to fund the Sonora Fire Department's new exhaust removal system was reviewed and submitted to the State Department of Housing and Community Development (HCD). HCD will review all four City applications submitted and once approved, HCD will prepare the grant applications for City approval and signature. Once fully executed, the City can move forward with the projects.

FISCAL YEAR-END REPORTS – Staff completed and submitted multiple federal and state mandated reports for the fiscal year ending June 30, 2022.

MONTH OF JUNE, 2022	COMMUNITY DEVELOPMENT DEPARTMENT		CITY OF SONORA		Item 10.
	ACTIVITY REPORT		94 N. WASHINGTON ST. SONORA, CA 95370		
NAME	LOCATION	TYPE	VALUATION	FEES	
NEW RESIDENTIAL		TOTAL UNITS __0__			
SUBTOTAL __0__					
CDBG REHABS		TOTAL UNITS __0__			
SUBTOTAL __0__					
COMMERCIAL		TOTAL UNITS __0__			
SUBTOTAL __0__					

ALTERATIONS & ADDITIONS		TOTAL UNITS __9__		
Arturo & Blanca Lopez	512 E. Oakside Dr.	Install a 21.09 roof top solar PV system	\$63,300	\$578.77
Brian Eaton	286 E. Jackson St.	Install a 12.95 KW roof top solar PV system	\$38,900	\$492.94
Safeway Inc.	1291 Sanguinetti Rd.	Replace fluorescent & metal Halide light fixtures w/new LED fixtures	\$40,000	\$1,087.98
Tamara Oxford	565 E. Oakside Dr.	Install a 10 KW roof mount solar PV system	\$30,000	\$349.25
Christopher Stiles	155 N. Washington St.	Install a 10.4 KW roof mount solar PV system	\$28,500	\$166.50
Lawrence & Elizabeth Marum	49 Monte Vista	Install new above-ground modular swim spa, elect. & plumbing	\$73,000	\$939.25
Modesto Petroleum	15 Pesce Way	Install new 1150 gallon LPG tank dispenser, slab & bolting	\$6,500	\$408.21
Katherine Grace Crist TR.	621 Daybreak Ct.	Install new Generac generator	\$18,000	\$318.25
Mary Bell TR	80 N. Poplar St	Install a 12 KW roof mount solar PV system	\$32,500	\$140.22

DEMOLITIONS		TOTAL UNITS __0__		
NAME	LOCATION	TYPE	VALUATION	FEE

SUBTOTAL ____9____				Item 10.
MISCELLANEOUS REPAIRS				
NUMBER OF PERMITS	VALUATION \$	FEE		
11	\$131,055	\$2,541.96		

TOTAL NUMBER OF PERMITS ISSUED	20
TOTAL VALUATION	\$461,755
SUB TOTAL OF PERMIT FEES COLLECTED	\$ 7,023.33
TOTAL FIRE DEPARTMENT FEES COLLECTED	\$ 120.00
TOTAL TRAFFIC FEES COLLECTED	\$ 0
TOTAL PUBLIC SAFETY FEES COLLECTED	\$ 0
TOTAL PARKS & RECREATION FEES COLLECTED	\$ 0
TOTAL FEES COLLECTED	\$ 7,143.33

FISCAL YEAR TO DATE

TOTAL NUMBER OF PERMITS ISSUED	178
TOTAL VALUATION	\$6,476,211
TOTAL FIRE DEPARTMENT FEES COLLECTED	\$3,941.25
TOTAL PUBLIC SAFETY FEES COLLECTED	\$0
TOTAL PARKS & RECREATION FEES COLLECTED	\$0
TOTAL TRAFFIC MITIGATION FEES COLLECTED	\$11,940.00
TOTAL PERMIT FEES COLLECTED	\$93,363.59



CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 2022

TO: City Council Members

FROM: Aimee New, Fire Chief

SUBJECT: Fire Department Monthly Report – June 2022

RECOMMENDATION

Receive Fire Department Monthly Report – June 2022

DISCUSSION

Fire Department Monthly Report – June 2022

FISCAL IMPACT

N/A

Emergency Incidents

1. City of Sonora responded to 158 calls for service in June of 2022.
2. Sonora City units responded to emergency calls for service as follows:

111 - Building fire	1
122 - Fire in motor home, camper, recreational vehicle	1
143 - Grass fire	1
150 - Outside rubbish fire, other	1
161 - Outside storage fire	1
311 - Medical assist, assist EMS crew	20
321 - EMS call, excluding vehicle accident with injury	75
322 - Motor vehicle accident with injuries	6
324 - Motor vehicle accident with no injuries.	7
411 - Gasoline or other flammable liquid spill	1
441 - Heat from short circuit (wiring), defective/worn	1
461 - Building or structure weakened or collapsed	1
462 - Aircraft standby	1
500 - Service Call, other	1
510 - Person in distress, other	2
511 - Lock-out	1
551 - Assist police or other governmental agency	1
553 - Public service	2
554 - Assist invalid	9

561 - Unauthorized burning	1
611 - Dispatched & cancelled en route	15
622 - No incident found on arrival at dispatch address	1
651 - Smoke scare, odor of smoke	3
700 - False alarm or false call, other	1
740 - Unintentional transmission of alarm, other	1
744 - Detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	2
Total Incidents	158
3. Monthly dollar loss in the City, resulting from fire:	0
4. The average response time during the month:	5.43
5. Automatic or mutual aid given:	57



CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 2022

TO: City Council Members

FROM: Turu VanderWiel, Chief of Police

SUBJECT: MONTHLY REPORT – SONORA POLICE DEPARTMENT

RECOMMENDATION

Receive the Sonora Police Department monthly report for June 2022.

DISCUSSION

The attached summarizes activities for June 2022.

	June 2022	May 2022	June 2021
Total Incidents	1,414	1,453	1,314
Calls for Service	734	753	667
Officer Initiated	680	700	647
Total Arrests	66	61	65
Felony Arrests	11	5	8
Misd. Arrests	55	56	57
Total Reports	156	153	147
Parking Citations	48	48	18
Moving Citations	25	27	15
Domestic Violence	6	4	5
Larceny Invest.	10	5	17
Collision Incidents	37	28	20
Collision Invest.	16	12	10

	June 2022	May 2022	June 2021
Homeless Activity	124	113	-----
Animal Calls	43	34	29
Public Intox. / UID	11	12	15
DUI Arrests	4	10	9
Total Phone Calls / 911 Calls	2,215/302	2,253/312	2,180/169
Average Per Day	75	73	73
Vehicle Releases	5	7	4

*Homeless Activity requires manual inputs, the actual number of associated incidents will typically be higher than the reported number.

FISCAL IMPACT

There is no fiscal impact on the General Fund

AREA 1**Violent Crimes:**

- 1 Felony Rape of Unconscious Victim
- 1 Felony Assault w/Deadly Weapon, not firearm; (included Robbery, Burglary, and Felony threats)
- 3 Felony Domestic Violence
- 1 Misdemeanor Domestic Violence
- 1 Felony Threats
- 1 Felony Arson

Burglaries / Other Larceny:

- 1 Business Burglary (Shoplifting).
- 1 Vehicle Burglary
- 2 Business Burglaries
- 1 Business Burglary by Fraud
- 1 Stolen Vehicle
- 1 Petty Theft from Business

AREA 2**Violent Crimes:**

- 1 Felony Domestic Violence (included Assault w/Deadly Weapon, not firearm)
- 1 Misdemeanor Domestic Violence (included Misdemeanor False Imprisonment)
- 1 Felony Threats (included Felony Extortion)
- 1 Misdemeanor Sexual Battery

Burglaries / Other Larceny:

- 1 Business Burglary
- 1 Attempted Business Burglary
- 1 Petty Theft outside Business

06/01/2022 - 06/30/2022



SONORA POLICE DEPARTMENT
100 South Green Street
Sonora, California 95370

Emergency 911
Business (209) 532-8145
Fax (209) 532-4845
Web-Site: www.sonorapd.com
Turu VanderWiel, Chief of Police
E-Mail: tvanderwiel@sonorapd.com

Item 12.

"Maintaining a Safe Community since 1851"

TO: Honorable Mayor and City Council Members
FROM: Turu VanderWiel, Chief of Police
DATE: July 18, 2022
RE: Area 1 Supervisor Report - No Monthly Report

MEMORANDUM

Due to staffing shortages, no Area 1 Supervisor report will be submitted for June 2022.

Area 2 Monthly Report June 2022

Neighborhood Watch:

MYERS HILL:

- No updated activity.

N. STEWART:

- No updated activity.

HIGHLANDS VIEW:

- Inactive.

Cases for discussion:

22-780- On 6/13/22, Officers were dispatched to a male subject who brandished a firearm at another male during an altercation at a local motel. The subject was located driving away and Officers conducted a felony traffic stop on the vehicle and its occupants. The driver, 50-year-old Kristopher McDaniel Sr. of Sonora was found to be the alleged male with a firearm, although one was never. He was found to possess drug paraphernalia and is also a felon and in possession of a stun gun and pepper spray which felons are restricted from possessing. He was arrested and booked into jail for these offenses as well as driving on a suspended driver's license. This subject, familiar with prison and the justice system, knows he is to abstain from this kind of criminal conduct however had an obvious disregard for the law.

22-800- On 6/18/2022 at just after midnight, two masked men bearing burglary tools were in the process of forcing entry to the rear of a local business with the business owner still inside. As access was gained, the suspects got spooked when they saw the owner and then they fled in a rental vehicle prior to the officer's arrival. These suspects were believed to have been responsible for one other burglary this night with the same mode of forced entry as well as in the county. This case is still being investigated. Crime does not discriminate on the time of the day, so homeowners and business owners should always take preventative security measures to secure and safeguard their property for unforeseen events like this.

Recruitments:

- 1 Full-time Dispatcher
- 1 Part-time Relief Dispatcher
- 1 Police Sergeant

Training:

- One Dispatcher attended De-escalation training for Dispatchers.
- One Community Service Officer completed California Association for Property and Evidence training.
- CPR training was completed by some of Sonora Police Department employees.

- Two administrators and two line supervisors attended Early Identification and Intervention training.

Range:

- CCW qualification for retired Law Enforcement was conducted.

Respectfully Submitted,
Sgt. Chris Johnson



CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 2022

TO: City Council Members

FROM: Mike Lagomarsino, Public Works Supervisor

SUBJECT: Public Works Department Report for June 2022

RECOMMENDATION

Receive the Public Works Department Report for June 2022

DISCUSSION

For the month of June 2022, the City of Sonora Public Works Department performed the following activities:

Events

- Placed banners above Washington Street for upcoming events.
- Placed no parking signs weekly for the Farmers Market.
- Deployed changeable message boards for advanced warning, put up numerous no parking signs, and flashing pedestrian signs on Stockton Rd prior to the Motherlode Fair.

Streets

- Spent numerous days on the start of our annual painting of City Street markings, as well as red, green, and yellow curbs.
- Installed flashing pedestrian sign prior to crosswalks on HWY 49.
- Replaced burnt out streetlight bulbs on Restano Way and Stockton Street.
- Replaced several out of compliance stop signs in several locations as a part of ongoing citywide program.
- Removed and disposed of a deceased deer on Lyon's Street.
- Spent several days removing leaf piles on City streets.
- Spent several days potholing City streets.
- Continued annual weed abatement spray program on several roadside locations, cemeteries, parks and landscapes throughout the City.
- Removed and transported of six pay piles at various locations in the City.
- Located and returned numerous abandoned shopping carts throughout the City.

Facilities

- Made irrigation repairs at City rental property on Ponderosa Way.
- Installed high visibility yellow paint on stairs at the new restroom location on Stewart St.
- Loaded and hauled truckload of debris and trash from City Gun Range.
- Hung Historical paintings for the City Historian at City Hall.
- Patched parking lot at City rental property on Ponderosa Way.

Parks/Landscapes/Parking Lots

- Blew and removed leaves from several City parking lots and parks.
- Replaced GFI receptacle in Coffil Park used for special events.
- Graffiti removal at Woods Creek Rotary Park.
- Snaked to unplug toilets several days in a row at Rotary Park.
- Reinstalled vandalized handicap bar in restroom at Grigsby Park.
- Installed mulch in landscape area at old senior lounge parking lot and in landscape at the Fire Museum.
- Repaired broken irrigation valve at Rotary Park.
- Pruned and weed wacked landscape on Stewart Street @ Williams Street.

Storm Drains

N/A

Cemeteries

- Prepared required monthly reports, installed headstones, checked messages daily and returned phone calls.
- Spent several days weed wacking around all headstones and in dry sections, as well as along the perimeter of Mt. Shadow Cemetery.

Miscellaneous

- Performed routine daily and monthly activities including regular checking of parks and landscape areas for maintenance needs and safety concerns, garbage collection at City facilities, cleaning and stocking City restrooms, opening of gate to Dragoon Gulch Trail parking lot, routine maintenance of City vehicles, participation on assigned committees, weekly mowing of lawns at Mt Shadow Cemetery and Rotary Park, and weekly sweeping of City Streets.

FISCAL IMPACT

None