



## CITY COUNCIL MEETING

TUESDAY, OCTOBER 03, 2023 at 6:00 PM

CITY COUNCIL CHAMBER – 128 SOUTH 5TH STREET, FOWLER, CA 93625

### AGENDA

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In compliance with the Americans with Disabilities Act, if you need assistance or accommodations to access the City Council Chambers or participate in this meeting, please contact the Clerk at (559) 834-3113 x102. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you may attend in person, you may appear by telephone as described below, or you may submit written comments via email to [avasquez@ci.fowler.ca.us](mailto:avasquez@ci.fowler.ca.us). Please include your name and reference the agenda item you are commenting on, if any. Written comments received that do not specify an agenda item will be marked for the general public comment portion of the agenda. Emails received by 8:00 am on the date of the meeting will be provided to the City Council at the meeting and made part of the record of proceedings but will not be read aloud.

En cumplimiento con la Acta de Americanos con Discapacidades si necesita asistencia o adaptaciones para acceder a las Cámaras del Concejo de la Ciudad o participar en esta reunión, comuníquese con el secretario de la ciudad al (559) 834-3113 x102. También puede ponerse en contacto con el secretario si necesita servicios de traducción. La notificación al menos 48 horas antes de la reunión permitirá a la Ciudad hacer arreglos razonables para garantizar la accesibilidad.

<https://us06web.zoom.us/j/82408730823?pwd=oL5JmZfmx3D3ubmabaN7NY5w9R8utn.1>

**Telephone Number:** (253) 215-8782

**Meeting ID:** 824 0873 0823

**Passcode:** 799816

**Persons accessing the meeting will have an opportunity to provide comments at appropriate times during the meeting. To speak during a public comment period, press \*9 on your phone to raise your hand or click “raise hand” in the webinar. At the appropriate time, you will be prompted to unmute yourself, and asked to identify yourself when providing public comment.**

Any writing or document that is a public record and provided to a majority of the City Council regarding an open session item on the agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such writings and documents may be posted on the City's website at <https://fowlerciry.org>.

Resolutions and Ordinances - With respect to the approval of resolutions and ordinances, the reading of the title thereto shall be deemed a motion to waive a reading of the complete resolution

or ordinance and unless there is a request by a Councilmember that the resolution or ordinance be read in full, further reading of the resolution or ordinance shall be deemed waived by unanimous consent of the Council.

1. **MEETING CALLED TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **INVOCATION BY PASTOR ROD HARO OF THE WORSHIP CENTRE**
5. **PLEDGE OF ALLEGIANCE**
6. **CEREMONIAL PRESENTATIONS**

A. Police Commendations

7. **PUBLIC COMMENT**

*This portion of the meeting is reserved for persons desiring to address the Council on any matter not described on this agenda. Presentations are limited to 5 minutes per person and no more than 15 minutes per topic.*

8. **CONSENT CALENDAR**

*Items on the Consent Calendar are considered routine and include a recommended action from Staff and shall be acted on by one motion of the Council. If a Councilmember requests additional information or would like to pull an item for discussion, that item shall be pulled from the Consent Calendar and acted upon separately. A Councilmember may register an action on an individual item without pulling the item from the Consent Calendar. A motion to approve the Consent Calendar is deemed to include a motion to waive the full reading of any ordinance or resolution on the Consent Calendar. For adoption of ordinances, only those which received a unanimous vote of the Councilmembers present at introduction shall be eligible for placement on the Consent Calendar.*

A. RATIFY Warrants for October 3, 2023

B. APPROVE Minutes of the September 5, 2023 City Council Meeting

C. ACCEPT Various Donations for Wednesday Night at The Park

D. Actions pertaining to Planning Project 23-13:

i) ADOPT Ordinance No. 2023-08, regarding Planning Project 23-13, proposing to Rezone the property located at the northwest corner of the intersection of North 4th Street and East Merced Street (Assessor's Parcel Numbers [APNs] 343-143-10 & 11) from R-1-7 (One Family Residential, 7,000 square foot lot minimum) to FBC (Form Based Code).

- E. APPROVE Resolution No. 2678, authorizing adoption of a Take Home Vehicle Program for Sworn Police Officers of the Fowler Police Department.
- F. APPROVE Resolution No. 2679 to Initiate proceedings to annex Tract No. 6405 into the City's Landscape and Storm Drainage Facilities Maintenance District No. 1; and order the preparation of an Engineer's Report regarding said annexation.
- G. Actions pertaining to various stop signs:
  - 1) APPROVE Resolution No. 2680 designating the intersection of Fresno Street and 9th Street as a two-way stop.
  - 2) RECEIVE results of various stop sign warrant studies
- H. APPROVE Resolution 2681 Approving List of Projects for 2023 Surface Transportation Block Grant Funding and Committing to Timely Use of Funding
- I. APPROVE Resolution No. 2683, denying Street Vacation No. 22-18, which would summarily vacate a portion of the existing East Sumner Avenue right-of-way and quitclaim it to the abutting parcels.

## **9. CONTESTED CONSENT CALENDAR**

*Items pulled from the Consent Calendar will be heard individually immediately after action is taken on the Consent Calendar.*

## **10. GENERAL ADMINISTRATION**

### **Finance**

- 10 A. INTRODUCTION of Ordinance No. 2023-09 to amend Section 2-1.302 of Article 3, of Chapter 1, of Title 2 regarding authorizations to sign warrants; and adding Chapter 10 to Title 3 of the Fowler Municipal Code regarding the adoption of policies relating to fiscal administration

### **Police Department**

- 10 B. Items pertaining to Automated License Plate Readers:

- 1) APPROVE Resolution No. 2682 to adopt a Class 1 Categorical Exemption from CEQA and to approve the City of Fowler Police Department's implementation of Policy No. 207 regarding Automated License Plate Readers (ALPRs) and receive public comment regarding same in accordance with Civil Code section 1798.90.55, subdivision (a).

- 2) APPROVE an agreement with Flock Group, Inc., (Flock) to purchase Automated License Plate Readers (ALPRs) in the amount of \$33,250.00.

- 10 C. APPROVE a five year agreement with AXON Enterprises Inc. (AXON) to purchase Body Worn Cameras (BWC) and Taser conducted energy devices in the amount of \$165,623.94.

**11. STAFF COMMUNICATIONS**

**12. COUNCILMEMBER REPORTS AND COMMENTS**

**13. CLOSED SESSION**

A. Government Code Section 54956.9(d)(1)

Conference with Legal Counsel - Existing Litigation

Panzak v. City of Fowler, et al.

Case #: 23CECG03031

B. Government Code Section 54956.9(d)(1)

Conference with Legal Counsel - Existing Litigation

Gonzalez v. City of Fowler

Case #: 23CECG02120

C. Government Code Section 54956.9(d)(2)

Conference with Legal Counsel - Anticipated Litigation

Significant Exposure to Litigation

One Potential Case - Bee Sweet's claim for reimbursement for Golden State Blvd. improvements

**14. ADJOURN**

*Next Ordinance No. 2023-10*

*Next Resolution No. 2684*

*CERTIFICATION: I, Angela Vasquez, City Clerk of the City of Fowler, California, hereby certify that the foregoing agenda was posted for public review on Friday, September 29, 2023.*

*Angela Vasquez, CPMC  
City Clerk*



CITY OF FOWLER  
WARRANTS LIST  
October 3, 2023

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	41780 - 41902	September 1 thru September 30	\$ 820,767.46
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 820,767.46</u>
<u>PAYROLL COSTS</u>			
First September Bi-Monthly Payroll		September 15, 2023	\$ 118,420.01
Second September Bi-Monthly Payroll		September 29, 2023	\$ 116,943.19
TOTAL PAYROLL COSTS			<u>\$ 235,363.20</u>
TOTAL CASH DISBURSEMENTS			<u>\$ 1,056,130.66</u>

**NOTE:**

Check #41794  
Check #41816

Void Check  
Void Check

SUPERION  
DATE: 09/28/2023  
TIME: 11:53:10

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
ACCTPA21

Section 8, ItemA.

SELECTION CRITERIA: transact.check\_no between '41780' and '41902'  
ACCOUNTING PERIOD: 3/24

FUND - 100 - GENERAL FUND									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
1001	41780	09/07/23	10007	ALERT-O-LITE, INC	6200	SUPPLIES STREETS	0.00	22.18	
1001	41780	09/07/23	10007	ALERT-O-LITE, INC	6200	SUPPLIES STREETS	0.00	150.61	
TOTAL CHECK								0.00	172.79
1001	41781	09/07/23	14519	AMAZON CAPITAL SERVICES	6020	OFFICE SUPP ADMIN	0.00	19.55	
1001	41781	09/07/23	14519	AMAZON CAPITAL SERVICES	6020	SUPPLIES ADMIN	0.00	122.89	
TOTAL CHECK								0.00	142.44
1001	41782	09/07/23	14909	ANA CARO	6400	WNAP DJ SEP 6 2023	0.00	300.00	
1001	41783	09/07/23	14330	B&P PEST PROS	6020	PEST CONTROL 8/25/23	0.00	90.00	
1001	41783	09/07/23	14330	B&P PEST PROS	6130	PEST CONTROL 8/25/23	0.00	95.00	
1001	41783	09/07/23	14330	B&P PEST PROS	6700	PEST CONTROL 8/25/23	0.00	95.00	
TOTAL CHECK								0.00	280.00
1001	41784	09/07/23	14908	BARELA, STEVE & ROSEMARY	500	UB REFUND	0.00	77.38	
1001	41785	09/07/23	10026	BCT CONSULTING	6170	VOIP 9/1/23	0.00	1,005.00	
1001	41785	09/07/23	10026	BCT CONSULTING	6170	NETWORK SVC SEP23	0.00	2,111.42	
TOTAL CHECK								0.00	3,116.42
1001	41786	09/07/23	10024	BSK ASSOCIATES	5000	WATER TESTING	0.00	280.00	
1001	41787	09/07/23	11291	THE BUSINESS JOURNAL	6150	PHN PLAN PROJ 23-13	0.00	2,520.00	
1001	41788	09/07/23	10506	CALMAT CO DBA VULCAN MAT	6200	ASPHALT REPAIR	0.00	178.37	
1001	41789	09/07/23	14131	SWEEPING CORP OF AMERICA	2250	STREET SWEEP AUG23	0.00	3,325.00	
1001	41790	09/07/23	10910	CITY OF SANGER	5020	SKGSA 23-24	0.00	410,669.00	
1001	41791	09/07/23	10064	COLONIAL LIFE INSURANCE	100	EMP DED AUG 23	0.00	47.42	
1001	41792	09/07/23	13893	COUNTY OF MARIN/CAL-SLA	6200	ANNUAL MEMBERSHIP	0.00	315.00	
1001	41793	09/07/23	14905	CREEK MANUFACTURING LLC	6025	FOWLER T-SHIRTS ADMIN	0.00	799.58	
1001	41794	09/07/23	14910	FERNANDO VERDIALEZ	6400	WNAP BAND 9/13/23	0.00	1,000.00	
1001	41794	09/07/23	14910	FERNANDO VERDIALEZ	6400	WNAP BAND 9/13/23	0.00	-1,000.00	
TOTAL CHECK								0.00	0.00
1001	41795	09/07/23	14659	FIRE SAFETY SOLUTIONS	6160	STATE FIRE INSP	0.00	240.00	
1001	41795	09/07/23	14659	FIRE SAFETY SOLUTIONS	6130	INSP & PLAN CHECK	0.00	1,380.00	
TOTAL CHECK								0.00	1,620.00
1001	41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	2.59	
1001	41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	2.59	
1001	41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	4.91	
1001	41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	5.40	
1001	41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	6.15	
1001	41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	6.48	
1001	41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	7.13	

SUPERION  
DATE: 09/28/2023  
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CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

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ACCTPA21

Section 8, ItemA.

SELECTION CRITERIA: transact.check\_no between '41780' and '41902'  
ACCOUNTING PERIOD: 3/24

FUND - 100 - GENERAL FUND

CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	7.13
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	9.30
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	9.73
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	9.73
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	10.81
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	10.81
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	13.52
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	15.13
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	16.22
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	19.47
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	21.40
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	21.63
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	24.88
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	25.96
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	27.24
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	29.63
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	32.45
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	34.02
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	37.87
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	52.58
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	63.83
1001		41797	09/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	76.80
TOTAL	CHECK							0.00	605.39
1001		41798	09/07/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES WATER	0.00	3.79
1001		41798	09/07/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES WATER	0.00	6.48
1001		41798	09/07/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES WATER	0.00	12.94
1001		41798	09/07/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES WATER	0.00	19.66
1001		41798	09/07/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES WATER	0.00	31.37
TOTAL	CHECK							0.00	74.24
1001		41799	09/07/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	9.94
1001		41799	09/07/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	10.81
1001		41799	09/07/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	41.10
TOTAL	CHECK							0.00	61.85
1001		41800	09/07/23	10104	FPOA	100	EMP DED 8/31/23	0.00	200.00
1001		41801	09/07/23	11626	GARCIA & SANCHEZ SMOG &	6200	SMOG PW FLEET	0.00	50.00
1001		41801	09/07/23	11626	GARCIA & SANCHEZ SMOG &	6200	SMOG PW FLEET	0.00	50.00
1001		41801	09/07/23	11626	GARCIA & SANCHEZ SMOG &	6200	SMOG PW FLEET	0.00	50.00
1001		41801	09/07/23	11626	GARCIA & SANCHEZ SMOG &	6200	SMOG PW FLEET	0.00	50.00
1001		41801	09/07/23	11626	GARCIA & SANCHEZ SMOG &	6200	SMOG PW FLEET	0.00	50.00
TOTAL	CHECK							0.00	250.00
1001		41802	09/07/23	10145	HINDERLITER, DELLAMAS &	6030	CONT SVC Q1/2023	0.00	300.00
1001		41802	09/07/23	10145	HINDERLITER, DELLAMAS &	6030	AUDIT SVC TAX	0.00	1,878.65
TOTAL	CHECK							0.00	2,178.65
1001		41803	09/07/23	14749	HOFFMAN SECURITY	6020	MONTHLY SVC 9/23	0.00	125.00
1001		41804	09/07/23	14914	HOVANNISIAN, V (V&R PROP	500	UB REFUND	0.00	100.00

SUPERION  
DATE: 09/28/2023  
TIME: 11:53:10

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3  
ACCTPA21

Section 8, ItemA.

SELECTION CRITERIA: transact.check\_no between '41780' and '41902'  
ACCOUNTING PERIOD: 3/24

FUND - 100 - GENERAL FUND									
CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001		41805	09/07/23	14915	HOVANNISIAN, VINCENT (V&	500	UB REFUND	0.00	100.00
1001		41806	09/07/23	10965	LAFCO	6150	23-24 LAFCO	0.00	2,627.84
1001		41807	09/07/23	10203	MID VALLEY PACKAGING & S	6260	SUPPLIES PARKS	0.00	33.38
1001		41808	09/07/23	14907	MITCH POMEROY	500	UB REFUND	0.00	68.94
1001		41809	09/07/23	14428	NAVIA BENEFIT SOLUTIONS	6020	COBRA AUG23	0.00	36.45
1001		41810	09/07/23	10215	NELSON HARDWARE & GIFTS	6200	SUPPLIES STREETS	0.00	66.33
1001		41811	09/07/23	10885	NELSONS POWER CENTER	6260	SUPPLIES PARKS	0.00	211.73
1001		41811	09/07/23	10885	NELSONS POWER CENTER	6200	SUPPLIES STREETS	0.00	238.81
1001		41811	09/07/23	10885	NELSONS POWER CENTER	6260	SUPPLIES PARKS	0.00	304.50
1001		41811	09/07/23	10885	NELSONS POWER CENTER	6200	SUPPLIES STREETS	0.00	419.68
TOTAL CHECK								0.00	1,174.72
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	SUMER&MAGNOLA 8/15/23	0.00	5.20
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	429 E MERCED 8/23/23	0.00	7.15
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	1292 MILLAR 8/28/23	0.00	10.18
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	SUMNER/HW99 8/15/23	0.00	10.39
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	LS1F HWYLT 8/15/23	0.00	10.69
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	TSFR 3LTS 8/15/23	0.00	11.12
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	127 S 6TH 8/28/23	0.00	12.14
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	LS1E WHY LT 8/15/23	0.00	12.32
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	2250	MANN&GLD ST 8/24/23	0.00	14.29
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	692 HILL 8/22/23	0.00	14.55
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	8TH/VINE 8/15/23	0.00	15.23
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	ADAMS/DEEAN 8/15/23	0.00	16.95
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	LS1A HWY LT 8/15/23	0.00	19.52
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	TR5090 8/15/23	0.00	24.89
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	2250	300 W MERCED 8/28/23	0.00	35.95
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	TEMP/PARL 8/15/23	0.00	36.38
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	LS2A HWY LT 8/15/23	0.00	36.38
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	LS1F HWY LT 8/15/23	0.00	41.85
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	LS2A HWY LT 8/15/23	0.00	54.22
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	2250	MERCED/8TH 8/27/23	0.00	69.76
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	TR5041 8/15/23	0.00	95.22
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	3079 MANN 8/21/23	0.00	99.49
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	2250	ADAMS&GLDN ST 8/29/23	0.00	106.42
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	2250	GLDST/MAN SIG 8/27/23	0.00	112.11
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	T5088 8/15/23	0.00	118.09
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	5000	LANDSCAPE 8/22/23	0.00	135.49
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	GLDST/VLY DR 8/15/23	0.00	170.94
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	CLAYTON/ARMT 8/15/23	0.00	215.63
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	LS1C HWY 8/15/23	0.00	311.98
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	LS1F HWY 8/15/23	0.00	385.98
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6200	630 W FRESNO 8/22/23	0.00	393.39
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	6130	220 E MAIN 8/23/23	0.00	506.25
1001		41812	09/07/23	10237	P G & E - SACRAMENTO	5000	WELL SITE 8/29/23	0.00	509.75

SUPERION  
DATE: 09/28/2023  
TIME: 11:53:10

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

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Section 8, ItemA.

SELECTION CRITERIA: transact.check\_no between '41780' and '41902'  
ACCOUNTING PERIOD: 3/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41812	09/07/23	10237	P G & E - SACRAMENTO	6200	LS1A 8/15/23	0.00	743.77
1001	41812	09/07/23	10237	P G & E - SACRAMENTO	6200	LS2 A HWY LT 8/15/23	0.00	819.49
1001	41812	09/07/23	10237	P G & E - SACRAMENTO	2250	700 MERCED #A 8/28/23	0.00	841.09
1001	41812	09/07/23	10237	P G & E - SACRAMENTO	6150	122 S 5TH #A 8/28/23	0.00	852.65
1001	41812	09/07/23	10237	P G & E - SACRAMENTO	5000	325 S 5TH 8/28/23	0.00	997.10
1001	41812	09/07/23	10237	P G & E - SACRAMENTO	6200	LS1E HWY LT 8/15/23	0.00	1,054.46
1001	41812	09/07/23	10237	P G & E - SACRAMENTO	6200	LS2A HWY LT 8/15/23	0.00	1,264.94
1001	41812	09/07/23	10237	P G & E - SACRAMENTO	5000	WELL SITE 7 8/29/23	0.00	16,659.30
TOTAL CHECK							0.00	26,852.70
1001	41813	09/07/23	13095	PBM SUPPLY & MFG	6200	SUPPLIES STREETS	0.00	143.98
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	PLN SPR 21-06	0.00	21.60
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	PLN LLA	0.00	21.60
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	CUP 21-05	0.00	64.80
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	PLN TRACT 6274	0.00	95.50
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	PLN SPR 23-01	0.00	101.40
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	PLN SPR 22-08 PHX	0.00	168.60
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	PLN VAC 22-18	0.00	205.20
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	ENG TSM 6409	0.00	233.50
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	PLN TSM 6409	0.00	267.20
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	ENG FM T6405	0.00	275.50
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	ENG SPR 21-03	0.00	345.86
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	PLN SPR 22-42	0.00	378.60
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	PLN SPR 23-17	0.00	516.10
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	SUSTAINABLE COM GRANT	0.00	532.00
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	PLN SPR 23-24	0.00	760.30
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	PLN TPM 2023-16	0.00	1,104.40
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	CUP 23-15	0.00	1,386.60
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	PLN SPR 23-10	0.00	1,396.54
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	5000	WATER OPS	0.00	1,901.30
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	PLN SPR 23-13	0.00	2,690.20
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	RECONNECTING GRNT	0.00	3,159.63
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	PLN TM 22-0047	0.00	3,854.80
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6200	ENCROACHMENT PERMIT	0.00	3,892.81
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	2250	4TH & 5TH OVERLAY	0.00	8,609.66
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	2560	WELL #9 GRANT	0.00	11,434.70
1001	41815	09/07/23	13655	PROVOST & PRITCHARD	6150	ON CALL PLANNING JUL	0.00	19,245.30
TOTAL CHECK							0.00	62,663.70
1001	41816	09/07/23	14911	MARGO MONTOYA	6020	EMP DINNER ENTERTAIN	0.00	350.00
1001	41816	09/07/23	14911	MARGO MONTOYA	6020	EMP DINNER ENTERTAIN	0.00	-350.00
TOTAL CHECK							0.00	0.00
1001	41817	09/07/23	10249	QUILL	6020	AGENDA ENV COUNCIL	0.00	32.68
1001	41818	09/07/23	14916	R & J RENTALS	500	UB REFUND	0.00	76.57
1001	41819	09/07/23	10251	R & R AUTO REPAIR SHOP	6150	VEHICLE MAINT PLAN TR	0.00	466.81
1001	41820	09/07/23	10518	SIGNMAX!	6200	SUPPLIES STREETS	0.00	65.82
1001	41820	09/07/23	10518	SIGNMAX!	6200	SUPPLIES STREETS	0.00	658.23

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FUND - 100 - GENERAL FUND									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
TOTAL CHECK							0.00	724.05	
1001	41821	09/07/23	10288	SMART & FINAL	6700	SUPPLIES SNR CTR	0.00	159.44	
1001	41821	09/07/23	10288	SMART & FINAL	6700	SUPPLIES SNR CTR	0.00	384.63	
TOTAL CHECK							0.00	544.07	
1001	41822	09/07/23	14358	SPARKLETTS	6020	WTR SVC SEP23	0.00	199.57	
1001	41822	09/07/23	14358	SPARKLETTS	6120	WTR SVC SEP23	0.00	199.57	
TOTAL CHECK							0.00	399.14	
1001	41823	09/07/23	13679	STATEWIDE TRAFFIC SAFETY	6200	SUPPLIES STREETS	0.00	39.78	
1001	41823	09/07/23	13679	STATEWIDE TRAFFIC SAFETY	6200	SUPPLIES STREETS	0.00	668.02	
TOTAL CHECK							0.00	707.80	
1001	41824	09/07/23	13647	SUN LIFE FINANCIAL	8500	DENTAL BENEFIT SEP23	0.00	6.56	
1001	41824	09/07/23	13647	SUN LIFE FINANCIAL	6700	DENTAL BENEFIT SEP23	0.00	33.18	
1001	41824	09/07/23	13647	SUN LIFE FINANCIAL	6400	DENTAL BENEFIT SEP23	0.00	39.82	
1001	41824	09/07/23	13647	SUN LIFE FINANCIAL	6150	DENTAL BENEFIT SEP23	0.00	49.09	
1001	41824	09/07/23	13647	SUN LIFE FINANCIAL	6025	DENTAL BENEFIT SEP23	0.00	63.50	
1001	41824	09/07/23	13647	SUN LIFE FINANCIAL	6030	DENTAL BENEFIT SEP23	0.00	79.68	
1001	41824	09/07/23	13647	SUN LIFE FINANCIAL	6160	DENTAL BENEFIT SEP23	0.00	122.75	
1001	41824	09/07/23	13647	SUN LIFE FINANCIAL	6020	DENTAL BENEFIT SEP23	0.00	142.94	
1001	41824	09/07/23	13647	SUN LIFE FINANCIAL	6200	DENTAL BENEFIT SEP23	0.00	209.70	
1001	41824	09/07/23	13647	SUN LIFE FINANCIAL	6260	DENTAL BENEFIT SEP23	0.00	342.42	
1001	41824	09/07/23	13647	SUN LIFE FINANCIAL	5000	DENTAL BENEFIT SEP23	0.00	392.54	
1001	41824	09/07/23	13647	SUN LIFE FINANCIAL	6120	DENTAL BENEFIT SEP23	0.00	672.90	
1001	41824	09/07/23	13647	SUN LIFE FINANCIAL	100	DENTAL BENEFIT SEP23	0.00	874.70	
TOTAL CHECK							0.00	3,029.78	
1001	41825	09/07/23	10763	SUNBELT RENTALS	6200	SUPPLIES STREETS	0.00	354.48	
1001	41826	09/07/23	14549	U.S. BANK	3300	2010 REV BOND FEES	0.00	2,272.10	
1001	41827	09/07/23	13543	UNIFIRST CORPORATION	6020	MATS/MOPS	0.00	32.14	
1001	41827	09/07/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00	60.07	
1001	41827	09/07/23	13543	UNIFIRST CORPORATION	6020	MATS/MOPS ADMIN	0.00	67.20	
1001	41827	09/07/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS PW	0.00	85.09	
1001	41827	09/07/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS PW	0.00	85.09	
1001	41827	09/07/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS PW	0.00	93.46	
1001	41827	09/07/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS PW	0.00	93.47	
TOTAL CHECK							0.00	516.52	
1001	41828	09/07/23	10725	VERIZON WIRELESS	6170	CELL PHONE 7/24-8/23	0.00	103.78	
1001	41829	09/07/23	11335	VISION SERVICE PLAN - (C	8500	VISION BENEFIT SEP23	0.00	1.76	
1001	41829	09/07/23	11335	VISION SERVICE PLAN - (C	6700	VISION BENEFIT SEP23	0.00	9.85	
1001	41829	09/07/23	11335	VISION SERVICE PLAN - (C	6400	VISION BENEFIT SEP23	0.00	11.82	
1001	41829	09/07/23	11335	VISION SERVICE PLAN - (C	6150	VISION BENEFIT SEP23	0.00	13.78	
1001	41829	09/07/23	11335	VISION SERVICE PLAN - (C	6025	VISION BENEFIT SEP23	0.00	17.73	
1001	41829	09/07/23	11335	VISION SERVICE PLAN - (C	6030	VISION BENEFIT SEP23	0.00	22.83	
1001	41829	09/07/23	11335	VISION SERVICE PLAN - (C	6160	VISION BENEFIT SEP23	0.00	35.43	
1001	41829	09/07/23	11335	VISION SERVICE PLAN - (C	6020	VISION BENEFIT SEP23	0.00	41.34	

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SELECTION CRITERIA: transact.check\_no between '41780' and '41902'  
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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41829	09/07/23	11335	VISION SERVICE PLAN - (C	6200	VISION BENEFIT SEP23	0.00	42.54
1001	41829	09/07/23	11335	VISION SERVICE PLAN - (C	5000	VISION BENEFIT SEP23	0.00	114.82
1001	41829	09/07/23	11335	VISION SERVICE PLAN - (C	6260	VISION BENEFIT SEP23	0.00	121.26
1001	41829	09/07/23	11335	VISION SERVICE PLAN - (C	6120	VISION BENEFIT SEP23	0.00	216.60
1001	41829	09/07/23	11335	VISION SERVICE PLAN - (C	100	VISION BENEFIT SEP23	0.00	233.20
TOTAL	CHECK						0.00	882.96
1001	41830	09/07/23	14259	VISUAL EDGE IT INC DBA I	6170	COPIER SVC 8/28/23	0.00	2,757.68
1001	41833	09/08/23	14917	DEPARTMENT OF INDUSTRIAL	6120	INSP1576780 OSHA FEE	0.00	2,100.00
1001	41834	09/13/23	14910	FERNANDO VERDIALEZ	6400	WNAP BAND 09/13/23	0.00	1,000.00
1001	41835	09/13/23	14911	MARGO MONTOYA	6400	EMP DINNER ENTERTAIN	0.00	500.00
1001	41836	09/20/23	11689	A & C TIRE SERVICE	6200	FLAT REPAIR F150	0.00	20.00
1001	41836	09/20/23	11689	A & C TIRE SERVICE	6200	TIRES - PRIUS	0.00	400.94
1001	41836	09/20/23	11689	A & C TIRE SERVICE	6200	TIRES - PRIUS	0.00	400.94
1001	41836	09/20/23	11689	A & C TIRE SERVICE	6200	TIRES F350 - PW	0.00	793.27
TOTAL	CHECK						0.00	1,615.15
1001	41837	09/20/23	10007	ALERT-O-LITE, INC	6200	SUPPLIES - STREETS	0.00	295.26
1001	41838	09/20/23	14802	AMARJEET GILL	6010	PER DIEM LEAGUE CONF	0.00	172.50
1001	41838	09/20/23	14802	AMARJEET GILL	6010	LEAGUE CONF MILEAGE	0.00	233.84
TOTAL	CHECK						0.00	406.34
1001	41839	09/20/23	14519	AMAZON CAPITAL SERVICES	6150	SUPPLIES - PLANNING	0.00	50.42
1001	41839	09/20/23	14519	AMAZON CAPITAL SERVICES	6030	SUPPLIES - FINANCE	0.00	53.39
TOTAL	CHECK						0.00	103.81
1001	41840	09/20/23	10013	AMSTERDAM PRINTING	6025	EMPLOYMENT APPS	0.00	131.86
1001	41841	09/20/23	14921	BARELA, STEVE & ROSEMARY	500	UB REFUND	0.00	24.24
1001	41842	09/20/23	10026	BCT CONSULTING	6170	LAPTOP - PW DIRECTOR	0.00	1,491.57
1001	41843	09/20/23	10024	BSK ASSOCIATES	5000	WATER TESTING	0.00	199.00
1001	41844	09/20/23	10506	CALMAT CO DBA VULCAN MAT	6200	ASPHALT REPAIR	0.00	25.82
1001	41845	09/20/23	14356	COMCAST	6700	CABLE SVC 8/25 - 9/24	0.00	112.00
1001	41846	09/20/23	14912	CORE BUSINESS INTERIORS	6010	FURNITURE - CC/PLAN	0.00	13,592.48
1001	41847	09/20/23	10074	CSJVRMA	6700	WC 23-24 QTR 2	0.00	544.59
1001	41847	09/20/23	10074	CSJVRMA	8500	WC 23-24 QTR 2	0.00	544.59
1001	41847	09/20/23	10074	CSJVRMA	6130	WC 23-24 QTR 2	0.00	544.59
1001	41847	09/20/23	10074	CSJVRMA	6400	WC 23-24 QTR 2	0.00	1,089.18
1001	41847	09/20/23	10074	CSJVRMA	6150	WC 23-24 QTR 2	0.00	1,633.77
1001	41847	09/20/23	10074	CSJVRMA	6025	WC 23-24 QTR 2	0.00	1,633.77
1001	41847	09/20/23	10074	CSJVRMA	6030	WC 23-24 QTR 2	0.00	2,178.36



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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41847	09/20/23	10074	CSJVRMA	6200	WC 23-24 QTR 2	0.00	3,267.54
1001	41847	09/20/23	10074	CSJVRMA	6160	WC 23-24 QTR 2	0.00	3,812.13
1001	41847	09/20/23	10074	CSJVRMA	6260	WC 23-24 QTR 2	0.00	4,901.31
1001	41847	09/20/23	10074	CSJVRMA	6020	WC 23-24 QTR 2	0.00	5,445.90
1001	41847	09/20/23	10074	CSJVRMA	5000	WC 23-24 QTR 2	0.00	11,436.39
1001	41847	09/20/23	10074	CSJVRMA	5000	LIAB 23-24 QTR 2	0.00	12,213.63
1001	41847	09/20/23	10074	CSJVRMA	6120	WC 23-24 QTR 2	0.00	17,426.88
1001	41847	09/20/23	10074	CSJVRMA	6080	LIAB 23-24 QTR 2	0.00	24,797.37
TOTAL CHECK							0.00	91,470.00
1001	41848	09/20/23	13275	FERGUSON WATERWORKS #142	5000	SUPPLIES - WATER	0.00	4,364.72
1001	41849	09/20/23	14252	FOWLER ACE HARDWARE	6700	SUPPLIES - SR CENTER	0.00	5.48
1001	41850	09/20/23	10114	FOWLER BUTANE SERVICES	6200	PROPANE - STREETS	0.00	18.57
1001	41851	09/20/23	10104	FPOA	100	EMP DED 9/15/23	0.00	200.00
1001	41852	09/20/23	10475	FRESNO COUNTY GRAPHICS	6150	GENERAL PLAN	0.00	977.18
1001	41853	09/20/23	12466	FRESNO EOC	6700	SR LUNCH AUG23	0.00	1,626.36
1001	41854	09/20/23	14163	JOE MORENO	6400	WNAP BAND	0.00	600.00
1001	41855	09/20/23	13496	KEENAN & ASSOCIATES	6030	HEALTH BENEFITS SEP23	0.00	791.05
1001	41855	09/20/23	13496	KEENAN & ASSOCIATES	6700	HEALTH BENEFITS SEP23	0.00	808.97
1001	41855	09/20/23	13496	KEENAN & ASSOCIATES	6025	HEALTH BENEFITS SEP23	0.00	918.95
1001	41855	09/20/23	13496	KEENAN & ASSOCIATES	6150	HEALTH BENEFITS SEP23	0.00	948.94
1001	41855	09/20/23	13496	KEENAN & ASSOCIATES	6400	HEALTH BENEFITS SEP23	0.00	1,019.75
1001	41855	09/20/23	13496	KEENAN & ASSOCIATES	6160	HEALTH BENEFITS SEP23	0.00	1,028.07
1001	41855	09/20/23	13496	KEENAN & ASSOCIATES	6020	HEALTH BENEFITS SEP23	0.00	1,521.28
1001	41855	09/20/23	13496	KEENAN & ASSOCIATES	100	HEALTH BENEFITS SEP23	0.00	2,101.47
1001	41855	09/20/23	13496	KEENAN & ASSOCIATES	6200	HEALTH BENEFITS SEP23	0.00	2,258.63
1001	41855	09/20/23	13496	KEENAN & ASSOCIATES	5000	HEALTH BENEFITS SEP23	0.00	3,881.99
1001	41855	09/20/23	13496	KEENAN & ASSOCIATES	6120	HEALTH BENEFITS SEP23	0.00	5,005.40
1001	41855	09/20/23	13496	KEENAN & ASSOCIATES	6260	HEALTH BENEFITS SEP23	0.00	6,474.27
TOTAL CHECK							0.00	26,758.77
1001	41856	09/20/23	10203	MID VALLEY PACKAGING & S	6200	COPY PAPER - PW	0.00	103.00
1001	41856	09/20/23	10203	MID VALLEY PACKAGING & S	6020	COPY PAPER - ADMIN	0.00	154.47
TOTAL CHECK							0.00	257.47
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6080	128 S 5TH 9/5/23	0.00	2.34
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6200	127 S 6TH 9/5/23	0.00	9.53
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6200	1291 W SOUTH 9/5/23	0.00	9.53
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6200	MERCED/6TH 9/5/23	0.00	9.53
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6200	MERCED/7TH 9/5/23	0.00	9.53
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6200	5TH/FRESNO 9/5/23	0.00	9.68
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6200	5TH/FRESNO 9/5/23	0.00	13.26
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6200	WALTER/FRES 9/14/23	0.00	14.12
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6080	128 S 5TH 9/5/23	0.00	15.11
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6200	7TH/TULARE 9/5/23	0.00	32.88



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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6700	420 E MERCED 9/5/23	0.00	34.79
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6200	420 E MERCED 9/5/23	0.00	41.24
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6200	TRACT 5834 9/14/23	0.00	53.33
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6200	2831 E MANN 9/5/23	0.00	81.92
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6200	212 E MERCED 9/5/23	0.00	86.62
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6200	GLDNST B 9/5/23	0.00	97.72
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6200	4218 GLDNSTAT 9/5/23	0.00	110.08
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6200	TRACT 5212 9/14/23	0.00	112.00
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6200	ADAMS/TEMP 9/14/23	0.00	175.09
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6200	SOUTH&SUNNY 9/14/23	0.00	183.26
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6260	9TH/MERCED 9/5/23	0.00	265.98
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6260	500 E MERCED 9/5/23	0.00	304.61
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	5000	TEMP/GOLDN 9/5/23	0.00	632.03
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	5000	ADAMS/5TH 9/5/23	0.00	662.36
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6200	LOAN PROGRAM 9/5/23	0.00	941.28
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6200	5TH/FRESNO 9/5/23	0.00	1,045.70
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6700	420 E MERCED 9/5/23	0.00	1,658.56
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	5000	212 E MERCED 9/5/23	0.00	2,348.88
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	6080	MAIN/5TH 9/5/23	0.00	2,994.27
1001	41857	09/20/23	10237	P G & E - SACRAMENTO	5000	SESWNW231521 9/5/23	0.00	14,020.13
TOTAL	CHECK						0.00	25,975.36
1001	41858	09/20/23	10551	PARRA, DANIEL	6010	PER DIEM LEAGUE CONF	0.00	172.50
1001	41858	09/20/23	10551	PARRA, DANIEL	6010	LEAGUE CONF MILEAGE	0.00	233.84
TOTAL	CHECK						0.00	406.34
1001	41859	09/20/23	14102	PICK EM UP TRUCK STORE -	6200	RAM 1500 TRUCK LINERS	0.00	3,376.73
1001	41860	09/20/23	10249	QUILL	6150	SUPPLIES - BUILDING	0.00	9.76
1001	41860	09/20/23	10249	QUILL	6400	SUPPLIES - RECREATION	0.00	22.91
TOTAL	CHECK						0.00	32.67
1001	41861	09/20/23	11179	R G EQUIPMENT	6260	SUPPLIES - PARKS	0.00	228.16
1001	41862	09/20/23	14479	RG POWER	6200	EQUIP MAINT - STREETS	0.00	7.28
1001	41862	09/20/23	14479	RG POWER	6200	EQUIP MAINT - STREETS	0.00	73.71
TOTAL	CHECK						0.00	80.99
1001	41863	09/20/23	14550	SANGER FENCE CO	6130	FENCE REPAIR - FIRE	0.00	297.00
1001	41864	09/20/23	14922	SIDHU SINGH, SANDEEP	500	UB REFUND	0.00	100.00
1001	41865	09/20/23	10518	SIGNMAX!	6200	SUPPLIES - STREETS	0.00	88.74
1001	41865	09/20/23	10518	SIGNMAX!	6200	SUPPLIES - STREETS	0.00	548.26
TOTAL	CHECK						0.00	637.00
1001	41866	09/20/23	10289	SOUTH COUNTY VETERINARY	6270	DISPOSAL OF ANIMAL	0.00	50.00
1001	41866	09/20/23	10289	SOUTH COUNTY VETERINARY	6270	DISPOSAL OF ANIMAL	0.00	100.00
TOTAL	CHECK						0.00	150.00
1001	41867	09/20/23	10763	SUNBELT RENTALS	6260	SUPPLIES - PARKS	0.00	983.32

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SELECTION CRITERIA: transact.check\_no between '41780' and '41902'  
ACCOUNTING PERIOD: 3/24

FUND - 100 - GENERAL FUND												
CASH	ACCT	CHECK	NO	ISSUE	DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES	TAX	AMOUNT
1001		41868		09/20/23		14535	THOMAS GAFFERY	6150	AIRFARE REIMB - ICSC	0.00		297.80
1001		41869		09/20/23		13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00		60.07
1001		41869		09/20/23		13543	UNIFIRST CORPORATION	6020	MATS/MOPS	0.00		66.22
1001		41869		09/20/23		13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00		67.20
1001		41869		09/20/23		13543	UNIFIRST CORPORATION	6200	UNIFORMS - PW	0.00		85.09
1001		41869		09/20/23		13543	UNIFIRST CORPORATION	5000	UNIFORMS - PW	0.00		85.09
1001		41869		09/20/23		13543	UNIFIRST CORPORATION	6200	UNIFORMS - PW	0.00		105.53
1001		41869		09/20/23		13543	UNIFIRST CORPORATION	5000	UNIFORMS - PW	0.00		105.54
TOTAL CHECK										0.00		574.74
1001		41870		09/20/23		14290	XEROX FINANCIAL SERVICES	6170	LEASE 9/1-9/30	0.00		1,515.43
1001		41873		09/27/23		10007	ALERT-O-LITE, INC	6200	SUPPLIES - STREETS	0.00		302.30
1001		41874		09/27/23		14519	AMAZON CAPITAL SERVICES	6150	SUPPLIES - PLANNING	0.00		22.85
1001		41874		09/27/23		14519	AMAZON CAPITAL SERVICES	6260	SUPPLIES - PARKS	0.00		141.97
TOTAL CHECK										0.00		164.82
1001		41875		09/27/23		14867	ASHLEY PANELLA	6700	SR PAINT CLASS AUG23	0.00		150.00
1001		41875		09/27/23		14867	ASHLEY PANELLA	6700	SR PAINT CLASS SEP23	0.00		150.00
TOTAL CHECK										0.00		300.00
1001		41876		09/27/23		10549	AT&T MOBILITY	6170	FIRSTNET AUG23	0.00		887.00
1001		41877		09/27/23		12285	ATT	6170	INTERSTATE - PD SEP23	0.00		1,105.36
1001		41878		09/27/23		10024	BSK ASSOCIATES	5000	WATER TESTING	0.00		280.00
1001		41879		09/27/23		14923	CHATMAN, RAMONA JEAN	500	UB REFUND	0.00		66.06
1001		41880		09/27/23		12654	COMCAST	6170	COMCAST VOICE SEP23	0.00		51.28
1001		41880		09/27/23		12654	COMCAST	6170	ETHERNET SVC AUG23	0.00		708.52
TOTAL CHECK										0.00		759.80
1001		41881		09/27/23		10066	CONSOLIDATED IRRIGATION	5000	DRAINAGE FEE 2022	0.00		7,425.00
1001		41882		09/27/23		11163	COOK'S COMMUNICATIONS	6120	RADIO #40	0.00		10.29
1001		41882		09/27/23		11163	COOK'S COMMUNICATIONS	6120	PROGRAMMING FEE	0.00		75.00
TOTAL CHECK										0.00		85.29
1001		41883		09/27/23		14512	CSG CONSULTANTS	6160	PLAN CHECK	0.00		7,936.84
1001		41884		09/27/23		10084	DEPARTMENT OF JUSTICE	6120	BLOOD ALC ANALYSIS	0.00		105.00
1001		41885		09/27/23		11065	DOOLEY ENTERPRISES	6120	AMMUNITION	0.00		2,722.84
1001		41886		09/27/23		10100	ECN POLYGRAPH & INVESTIG	6120	POLYGRAPH - [REDACTED]	0.00		250.00
1001		41887		09/27/23		14684	EDWARD TORRES	6400	WNAP 9/27/23	0.00		800.00
1001		41888		09/27/23		10113	FOWLER ACE HARDWARE	6120	SUPPLIES - PD	0.00		12.94

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FUND - 100 - GENERAL FUND									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
1001	41889	09/27/23	10124	FRESNO SHERIFF BUS OFFIC	6120	DISPATCHING SERVICES	0.00	9,329.08	
1001	41889	09/27/23	10124	FRESNO SHERIFF BUS OFFIC	6120	DISPATCHING SVC SEP23	0.00	9,329.08	
TOTAL CHECK								0.00	18,658.16
1001	41890	09/27/23	10141	H & H TIRE SERVICES #3,	6120	FLAT TIRE REPAIR	0.00	25.00	
1001	41890	09/27/23	10141	H & H TIRE SERVICES #3,	6120	TIRE MOUNT/BALANCE	0.00	160.00	
TOTAL CHECK								0.00	185.00
1001	41891	09/27/23	13127	HEALTHWISE SERVICES	6120	SUPPLIES - PD	0.00	286.25	
1001	41892	09/27/23	14749	HOFFMAN SECURITY	6120	SECURITY SVC SEP23	0.00	57.00	
1001	41893	09/27/23	14238	INFOSEND, INC	5000	UB MAINT AUG23	0.00	499.00	
1001	41894	09/27/23	12524	KENT M KAWAGOE, PH. D.	6120	PSYCH EVALUATION	0.00	325.00	
1001	41895	09/27/23	14919	LIBERTY CHEMICAL EQUIPME	5000	LOCKOUT KIT - WATER	0.00	450.64	
1001	41895	09/27/23	14919	LIBERTY CHEMICAL EQUIPME	6200	SUPPLIES - STREETS	0.00	511.34	
TOTAL CHECK								0.00	961.98
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	SUMER&MOGNOLA 9/14/23	0.00	5.25	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	SUMNER/HW99 9/14/23	0.00	10.52	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	LS1-F HWY LT 9/14/23	0.00	10.72	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	TSFR 3LTS 9/14/23	0.00	11.25	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	LS1-E HWY LT 9/14/23	0.00	12.35	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	692 HILL AVE 9/21/23	0.00	14.90	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	8TH/VINE 9/14/23	0.00	15.31	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	ADAMS/DEEAN 9/14/23	0.00	17.14	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	LS1-A HWY LT 9/14/23	0.00	19.57	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	TR5090 9/14/23	0.00	25.15	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 9/14/23	0.00	36.77	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	TEMP/PARL 9/14/23	0.00	36.77	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	LS1-F HWY LT 9/14/23	0.00	42.14	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 9/14/23	0.00	54.80	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	3079 MANN 9/20/23	0.00	96.18	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	TR5041 9/14/23	0.00	96.25	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	5000	LANDSCAPE 9/21/23	0.00	110.64	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	T5088 9/14/23	0.00	119.35	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	GLDST/VLY DR 9/14/23	0.00	172.85	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	CLAYTON/ARMST 9/14/23	0.00	218.02	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	LS1-C HWY 9/14/23	0.00	313.27	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	630 W FRESNO 9/21/23	0.00	347.41	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	LS1-F HWY LT 9/14/23	0.00	387.25	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	LS1-A 9/14/23	0.00	746.61	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 9/14/23	0.00	828.52	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	LSI-E HWY LT 9/14/23	0.00	1,057.40	
1001	41896	09/27/23	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 9/14/23	0.00	1,278.96	
TOTAL CHECK								0.00	6,085.35
1001	41897	09/27/23	14513	PAC-AIR INC.	6120	SERVICE A/C - PD	0.00	253.24	
1001	41897	09/27/23	14513	PAC-AIR INC.	6700	SERVICE - SR CENTER	0.00	326.73	

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SELECTION CRITERIA: transact.check\_no between '41780' and '41902'  
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FUND - 100 - GENERAL FUND								
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41897	09/27/23	14513	PAC-AIR INC.	6020	SERVICE A/C - CC/CH	0.00	574.32
TOTAL	CHECK						0.00	1,154.29
1001	41898	09/27/23	10441	PROFORCE LAW ENFORCEMENT	6120	SIG SAUER P320	0.00	11,280.40
1001	41899	09/27/23	11489	SHOP N GO, INC.	6160	CARWASH	0.00	11.00
1001	41900	09/27/23	14007	TIRE HUB	6120	TIRES - PD SUV	0.00	548.43
1001	41901	09/27/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00	67.20
1001	41901	09/27/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS - PW	0.00	93.46
1001	41901	09/27/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS - PW	0.00	93.47
TOTAL	CHECK						0.00	254.13
1001	41902	09/27/23	14830	WILLDAN GROUP INC	6160	INSPECTIONS AUG23	0.00	3,290.00
1001	41902	09/27/23	14830	WILLDAN GROUP INC	6160	INSPECTIONS JUN23	0.00	3,705.00
TOTAL	CHECK						0.00	6,995.00
TOTAL CASH ACCOUNT							0.00	787,110.85
TOTAL FUND							0.00	787,110.85

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SELECTION CRITERIA: transact.check\_no between '41780' and '41902'  
ACCOUNTING PERIOD: 3/24

FUND - 212 - ARPA FUNDING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41871	09/20/23	14634	DEWBERRY ARCHITECTS INC	2120	WATER TOWER	0.00	18,738.00
1001	41872	09/20/23	14433	PRICE PAIGE & COMPANY CP	2120	AUDIT SUPPORT 22-23	0.00	3,355.00
TOTAL CASH ACCOUNT							0.00	22,093.00
TOTAL FUND							0.00	22,093.00

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SELECTION CRITERIA: transact.check\_no between '41780' and '41902'  
ACCOUNTING PERIOD: 3/24

FUND - 258 - BIKE PED TRAILS SUST TRAN

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41831	09/07/23	14787	TOOLE DESIGN GROUP LLC	2580	FOWLER BIKE/PED TRAIL	0.00	7,925.51
TOTAL CASH ACCOUNT							0.00	7,925.51
TOTAL FUND							0.00	7,925.51

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SELECTION CRITERIA: transact.check\_no between '41780' and '41902'  
ACCOUNTING PERIOD: 3/24

FUND - 503 - TCP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41832	09/07/23	13655	PROVOST & PRITCHARD	5030	TCP WELL 7 PM	0.00	72.50
1001	41832	09/07/23	13655	PROVOST & PRITCHARD	5030	TCP WELL 7	0.00	3,565.60
TOTAL CHECK							0.00	3,638.10
TOTAL CASH ACCOUNT							0.00	3,638.10
TOTAL FUND							0.00	3,638.10
TOTAL REPORT							0.00	820,767.46



## **CITY COUNCIL MEETING**

**TUESDAY, SEPTEMBER 05, 2023 at 6:00 PM**

**CITY COUNCIL CHAMBER – 128 SOUTH 5TH STREET, FOWLER, CA 93625**

### **MINUTES**

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#### **1. MEETING CALLED TO ORDER**

Mayor Parra called meeting to order at 6:00 p.m.

#### **2. ROLL CALL**

##### **PRESENT:**

Daniel Parra  
Juan Mejia  
Amarjeet Gill  
Leonard Hammer  
Karnig Kazarian

##### **CITY STAFF PRESENT:**

City Manager Tucker, Deputy City Attorney Lear, Assistant City Manager Gaffery, Finance Director Moreno, Recreation Supervisor Hernandez, City Planner Marple, City Engineer Park, Public Works Director Rocha, Police Chief Reid, and City Clerk Vasquez.

#### **6. CEREMONIAL PRESENTATIONS**

A. Swearing in of Police Officer Lucila Martinez

#### **7. PUBLIC COMMENT**

Six members of the public spoke.

#### **8. CONSENT CALENDAR**

Items A-H and J-K were approved.

**Motion made by Kazarian, Seconded by Mejia.**  
**Voting Yea: Parra, Gill, Hammer**

#### **9. CONTESTED CONSENT CALENDAR**

Item I. was pulled from the consent calendar.



**Motion made by Mejia, Seconded by Gill.**

**Voting Yea: Parra, Hammer**

**Voting Nay: Kazarian**

## 10. GENERAL ADMINISTRATION

### Finance

10A. APPROVE Resolution No. 2675 adopting an Investment Policy

**Motion made by Kazarian, Seconded by Hammer.**

**Voting Yea: Parra, Mejia, Gill**

10B. Actions pertaining to banking services:

APPROVE a Memorandum of Understanding (MOU) with United Security Bank (USB) for banking services and authorize the City Manager to execute.

Direct the City Manager to execute a Waiver of Security to ensure all City deposits at USB are fully insured above the FDIC limit.

Direct the City Manager to regularly monitor interest rates to ensure the City is obtaining the best possible return from USB

**Motion made by Mejia, Seconded by Kazarian.**

**Voting Yea: Parra, Gill, Hammer**

### Personnel

10C. Provide staff direction regarding elected official medical care coverage

*Two members of the public spoke.*

**Staff was directed to bring a Resolution forward adding the elected official tier effective after Councilmembers are sworn in following the fall 2024 election at an upcoming Council meeting.**

### Planning

10D. APPROVE a Disposition and Development Agreement between the City of Fowler and Bobby Aulakh for the property located at 119 South 6th Street (APN 343-172-09T) and authorize the City Manager to execute the Agreement.

*One member of the public spoke.*

**Motion made by Kazarian, Seconded by Gill.**

**Voting Yea: Parra, Mejia, Hammer**

10E. Actions pertaining to Planning Project 23-13:

INTRODUCE ORDINANCE No. 2023-08, regarding Planning Project 23-13, proposing to Rezone the property located at the northwest corner of the intersection of North 4th Street and East Merced Street (Assessor's Parcel Numbers [APNs] 343-143-10 & 11) from R-1-7 (One Family Residential, 7,000 square foot lot minimum) to FBC (Form Based Code).

FIND that the project qualifies as an infill project and is therefore exempt from further environmental review pursuant to Public Resources Code Section 21094.5 and California Environmental Quality Act (CEQA) Guidelines Section 15183.3.

*One member of the public spoke.*

**Motion made by Kazarian, Seconded by Gill.  
Voting Yea: Parra, Mejia, Hammer**

### **Public Works**

#### **F. Water System Workshop**

*Two members of the public spoke.*

### **City Manager**

#### **G. Approve First Amendment to Police Chief Employment Agreement with Michael Reid**

**Motion made by Gill, Seconded by Mejia.  
Voting Yea: Parra, Hammer, Kazarian**

## **11. STAFF COMMUNICATIONS**

*Updates were given by City Manager Tucker, Police Chief Reid, Finance Director Moreno, and Assistant City Manager Gaffery.*

## **12. COUNCILMEMBER REPORTS AND COMMENTS**

*Updates were given by Councilmember Gill, Mayor Parra, and Mayor Pro-Tem Mejia.*

## **13. CLOSED SESSION**

*No action was taken on the closed session item.*

## **14. ADJOURN**

**Having no further business, the meeting adjourned at 8:19 p.m.**



## CITY COUNCIL MEETING

### **REPORT TO THE CITY COUNCIL**

**DATE:** October 3, 2023

**FROM:** YVONNE HERNANDEZ, Recreation Supervisor

**SUBJECT:** ACCEPT Various Donations for Wednesday Night at The Park

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### **EXECUTIVE SUMMARY**

Staff recommend the City Council accept donations from Fowler Lions Club and Waste Management.

### **BACKGROUND**

Per Resolution 1881, donations to the City of \$500 or more shall be approved by the City Manager, and then presented to the City Council for acceptance.

Several donations were received for Wednesday Night at The Park. Donations received that were over \$500 are as follow:

- Fowler Lion's Club: \$700
- Waste Management: \$700

### **PUBLIC NOTICE**

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

### **ENVIRONMENTAL REVIEW**

This action does not constitute a "project" pursuant to the California Environmental Quality Act.

### **GENERAL PLAN CONSISTENCY**

General Plan Goal OS-3

Recreational programming and facilities meet the needs of community members of all ages and abilities.

### **FISCAL IMPACT**

Donation revenue enhances the City's ability to provide programs and services.

### **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.



## CITY COUNCIL MEETING

### **REPORT TO THE CITY COUNCIL**

**DATE:** October 3, 2023

**FROM:** DAWN E. MARPLE, City Planner

**SUBJECT:** Actions pertaining to Planning Project 23-13:

i) ADOPT Ordinance No. 2023-08, regarding Planning Project 23-13, proposing to Rezone the property located at the northwest corner of the intersection of North 4th Street and East Merced Street (Assessor's Parcel Numbers [APNs] 343-143-10 & 11) from R-1-7 (One Family Residential, 7,000 square foot lot minimum) to FBC (Form Based Code).

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### **EXECUTIVE SUMMARY**

This action will allow for the construction of a high-quality infill multi-family housing development on a currently vacant parcel. The project is consistent with General Plan goals and policies.

### **BACKGROUND**

This item was introduced at the September 5, 2023 City Council Meeting where City Council considered the previous recommendation of the City of Fowler Planning Commission made on August 3, 2023 for the subject project. On August 3, 2023, the Planning Commission approved a Conditional Use Permit (CUP) and Lot Line Adjustment (LLA) and recommended that the City Council approve a Rezone in association with Planning Project 23-13. Planning Commission's approval of the CUP and LLA is contingent upon the City Council's approval of the Rezone. The CUP would allow for the construction and operation of a 10-unit multi-family housing development on an infill site within the City, located at the northwest corner of North 4th Street and East Merced Street. The site, which is 0.52 acres in total size, is comprised of two underlying parcels (APNs 343-143-10 and 11) that would become merged through the LLA. In order to develop multi-family housing on the site, the project proponent requested a Rezone of the site from R-1-7 (One -family Residential, 7,000 square foot lot minimum) to FBC (Form Based Code). With the approval of a Rezone, the site would be developed in accordance with the development standards prescribed within the FBC zone district. The Rezone of the site to FBC would bring it into consistency with its General Plan land use designation of High Density Residential.

### **PUBLIC NOTICE**

A Summary of Ordinance No. 2023-08 was published in The Business Journal on September 29, 2023.

## ENVIRONMENTAL REVIEW

A Notice of Determination for the project was filed pursuant to Public Resources Code Section 21094.5 and California Environmental Quality Act (CEQA) Guidelines Section 15183.3. The project qualifies as an infill project that is consistent with both the General Plan and the General Plan Environmental Impact Report. Further environmental analysis is not required.

## GENERAL PLAN CONSISTENCY

The proposed project is consistent with the following General Plan goals and policies:

### General Plan Goal LU-1

Growth occurs logically and efficiently.

### General Plan Goal LU-2

A wide range of housing types are available to accommodate all housing needs in the community.

### General Plan Policy LU-1

Development shall occur in accordance with the planned land uses as shown on *Figure 4-1: Land Use Diagram*.

### General Plan Goal CDES-1

Through community design, Fowler fosters and reinforces the City's unique sense of place.

### General Plan Goal CDES-1

Downtown Fowler is preserved and enhanced as the primary cultural and civic core of the community.

### General Plan Policy CDES-6

Require site plan review for all multifamily, commercial, and industrial development, to ensure consistency with all applicable development standards. Require project design to respond to site features.

### General Plan Policy CDES-24

New multifamily residential projects are designed in a way such they enhance Fowler's character.

### General Plan Policy CH-4

Require street trees or other shade coverage along key pedestrian and bicycle routes and near transit stops.

### General Plan Policy MOB-29

Use appropriate entitlement processes and financial tools to ensure new development contributes a fair share of the transportation improvements and/or costs to provide necessary improvements.

### General Plan Policy ED-5

Discourage passive land uses, underutilization of land, and vacant structures on available commercial sites.

## **FISCAL IMPACT**

The project would result in the collection of development impact fees for multi-family residential projects in accordance with the most current development impact fee schedule at the time that the project application was received by the City. Development of the site would also increase the assessed value of the property and therefore generate additional ongoing property tax revenue to the City.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### **Attachments**

- Ordinance No. 2023-08

**ORDINANCE NO. 2023-08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOWLER AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO REFLECT A CHANGE OF ZONE FOR ASSESSOR’S PARCEL NUMBERS 343-143-10 AND 11 FROM THE R-1-7 ZONE DISTRICT (ONE FAMILY RESIDENTIAL, 7,000 SQUARE FOOT LOT MINIMUM) TO THE FBC ZONE DISTRICT (FORM BASED CODE); AND ADOPTION OF A FINDING THAT THE ZONING AMENDMENT IS CONSISTENT WITH THE CITY’S GENERAL PLAN AND GENERAL PLAN ENVIRONMENTAL IMPACT REPORT, IN ACCORDANCE WITH PUBLIC RESOURCES CODE SECTION 21094.5 AND CEQA GUIDELINES SECTION 15183.3.**

**THE CITY COUNCIL OF THE CITY OF FOWLER ORDAINS AS FOLLOWS:**

**SECTION 1.**

The Official Zoning Map of the City of Fowler is hereby amended to designate Assessor’s Parcel Numbers 343-143-10 and 11 with the Form Based Code zone district as indicated in **Exhibit “A”** attached hereto.

**SECTION 2.**

The City Council hereby finds that the amendment of the City’s Official Zoning Map, as described under Section 1 herein, in relation to the prior actions approved by the City’s Planning Commission on August 3<sup>rd</sup>, 2023 meets the criteria to be considered and infill project is consistent with the City’s General Plan and General Plan Environmental Impact Report and is therefore not subject to further environmental review under the California Environmental Quality Act (CEQA), in accordance with Public Resources Code Section 21094.5 and CEQA Guidelines Section 15183.3.

**SECTION 3.**

This ordinance shall take effect and be in full force and effect from and after thirty (30) days following its final passage and adoption. Within fifteen (15) days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

The foregoing ordinance was introduced at a meeting of the City Council of Fowler held on September 5th, 2023 and passed and adopted at a regular meeting of the City Council held on the 3rd day of October 2023 by the following vote:

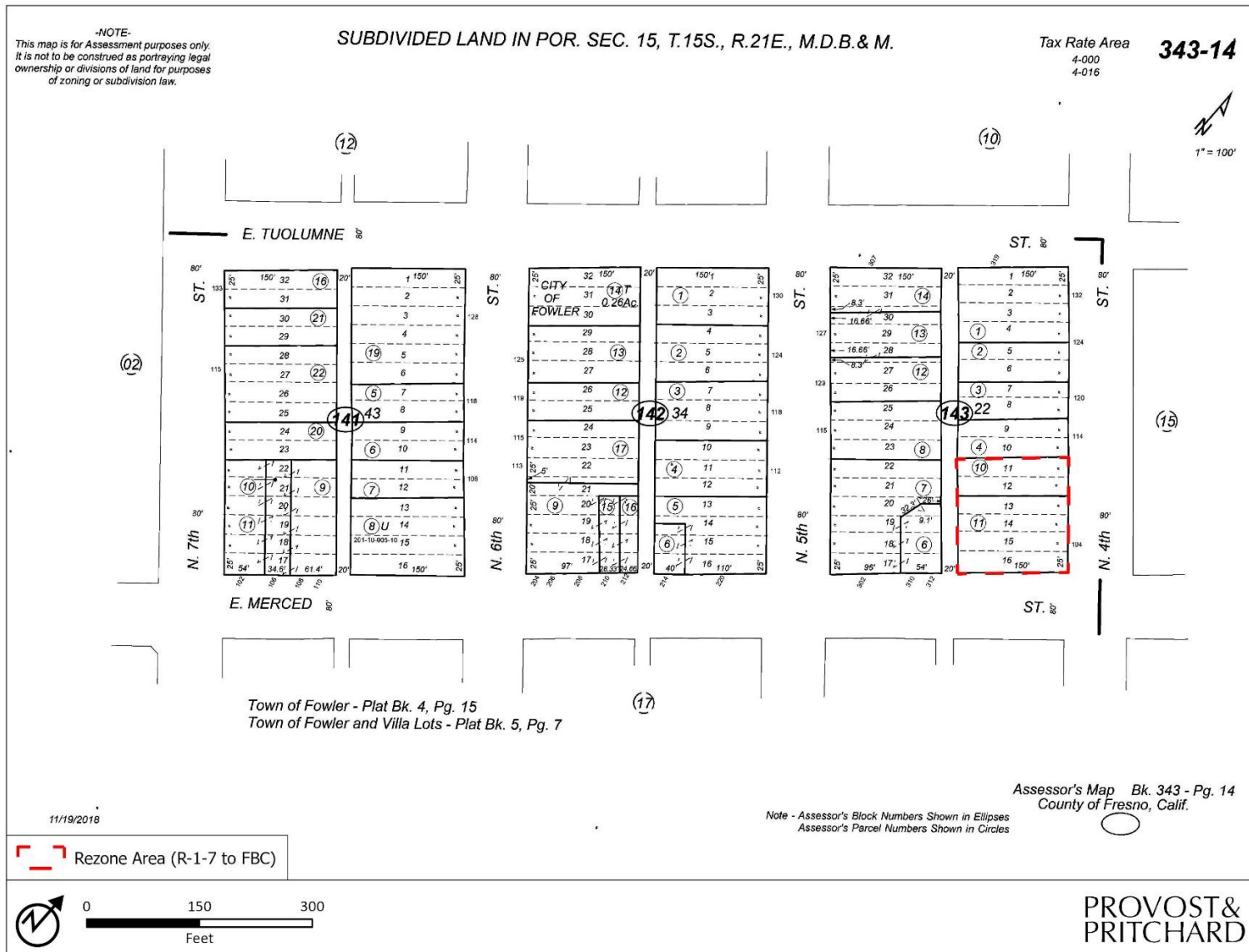
- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

\_\_\_\_\_  
Daniel T. Parra, Mayor

ATTEST:

\_\_\_\_\_  
Angela Vasquez, City Clerk

# Exhibit "A"







## CITY COUNCIL MEETING

### REPORT TO THE CITY COUNCIL

**DATE:** October 3, 2023

**FROM:** MICHAEL REID, Police Chief

**SUBJECT:** APPROVE Resolution No. 2678, authorizing adoption of a Take Home Vehicle Program for Sworn Police Officers of the Fowler Police Department.

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### EXECUTIVE SUMMARY

Approval of this item will allow the Police Department to authorize sworn officers that live within thirty (30) miles of the City of Fowler to take home assigned patrol vehicles.

### BACKGROUND

The Fowler Police Department is exploring new ways to recruit and retain sworn officers in a very competitive labor market. Hiring qualified law enforcement officers has become increasingly difficult in California as the number of officer applicants continues to decline, and smaller agencies compete with larger agencies to fill police vacancies. This has resulted in organizations offering astronomical hiring bonuses including the \$75,000 offered by the City of Alameda, \$30,000 offered by the City of Antioch, and a \$15,000 hiring bonus offered by the Fresno Police Department.

In addition to hiring bonuses, the Fowler Police Department is in essence outbid by organizations that offer larger entry level salaries. As one example, the City of Fresno starts an entry level officer at \$6,750.00 per month as compared to the City of Fowler starting at \$4,625.00 per month. The City of Fowler also competes to recruit and retain officers against the City of Clovis and Fresno County Sheriff's Office, both of which have significantly higher entry level salaries for police officers than the City of Fowler does.

In the last six (6) months, three (3) Fowler officers have left service with the City of Fowler, and each has moved to a law enforcement agency with higher base salaries. Although this is not the sole reason for their departure, it made the decision to leave the City of Fowler financially easier.

Research was conducted with our neighboring agencies to determine if there were some incentives that could be offered, outside of wage increases, that could help officers stay in Fowler. One of these programs that has had significant success is the Take Home Vehicle ("THV") program that was instituted by the City of Kingsburg for their sworn personnel. Facing the same recruitment and retention issues we face, the Chief of Police reported that their THV

program has realized a number of positive outcomes. First it allowed officers who were off duty but were called into work to get on scene faster and to assume law enforcement responsibilities. In the past year, the Fowler Police Department has had to call in officers who were off duty four (4) times, each with significant delays as officers first respond to work in their personal vehicle, get dressed, inventory the patrol vehicle equipment, then respond to the scene. With our current staffing, this may become a more frequent necessity over the next six (6) months.

The second benefit observed in Kingsburg was improved morale and better care taken for vehicles. Officers began to take more pride in the upkeep, care, and cleanliness of vehicles assigned to them. As a result, unscheduled maintenance and repair issues have been reduced.

The final benefit that continues to be observed by Kingsburg is the ability to offer the take home vehicle program during recruitment efforts improved retention of sworn officers in the Department. Although there are many factors involved in successfully retaining officers, the Chief of Police believes that this program has been a factor in their recent retention success.

### Take Home Vehicle Policy

A Fowler Police Department Take Home Vehicle Policy was drafted based on researching the Kingsburg, Fresno County Sheriff, and LEXIPOL policies. Based on this research, a model policy was written that emphasized that at no time would any weapons be stored in a THV; probationary officers and those currently completing a Field Training Program could not participate in the THV program; that all vehicles must remain locked and securely stored at all times at the officer's home; that a THV could only be used while at work and for coming to and from work; that the THV was not to be used for personal use or to transport friends or family members; that only sworn officers living within thirty (30) miles from the City of Fowler were eligible to take part in the THV program; and that permission to have a THV was at the sole discretion of the Chief of Police and could be withdrawn at any time.

### **PUBLIC NOTICE**

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

### **ENVIRONMENTAL REVIEW**

This action does not constitute a "project" pursuant to the California Environmental Quality Act.

### **GENERAL PLAN CONSISTENCY**

This action is consistent with:

#### Policy PF-14

Maintain staffing levels of City emergency service departments, including fire and police.

## **FISCAL IMPACT**

Annual round trip mileage for each officer that could take advantage of the THV program was calculated based on how many shifts, on average, are worked per year. 10% was added to this figure for various court appearances and other administrative responsibilities. The Fowler Unified School District price per gallon of \$3.52 was used in the calculation as well as the miles per gallon each vehicle achieves. In addition, items such as increased oil changes and tire wear were calculated in.

Based on this calculation, it is anticipated that the annual cost for the THV program would be an additional \$465.16 per month to the Department's existing gasoline bill. This equates to \$5,581.96 per year, however this price would fluctuate with changing gasoline prices charged by the Fowler Unified School District to the City.

The Police Department would be able to absorb this cost into their existing FY 2024 fuel line item.

A check with the City's Liability Insurance Carrier found that there would be no increase in liability exposure for the City of Fowler if this THV program was adopted.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### **Attachments**

- Resolution No. 2678
- [Draft] Fowler Police Department Policy No. 703 – Vehicle Use

**RESOLUTION NO. 2678**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER**  
**APPROVING ADOPTION OF A TAKE HOME VEHICLE PROGRAM FOR SWORN POLICE**  
**OFFICERS OF THE FOWLER POLICE DEPARTMENT**

**WHEREAS**, the Fower Chief of Police has demonstrated the need for exploring different methods for recruiting and retaining Fowler Police Officers; and

**WHEREAS**, other jurisdictions have adopted policies that would allow for sworn police officers to take home their assigned patrol vehicles; and

**WHEREAS**, such take home vehicle policies in those jurisdictions has resulted in reduced maintenance and repair issues and increased morale for those police officers; and

**WHEREAS**, the City Council desires to adopt the amended Fowler Police Department Policy No. 703 to implement a take home vehicle policy as provided by the Fowler Police Chief, attached to this Resolution as **Exhibit A**; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Fowler that the [Draft] Fowler Policy Department Policy No. 703, attached hereto as **Exhibit A**, is hereby approved and incorporated by reference herein as part of this Resolution and shall supersede the prior version of this policy and be effective immediately following the signing of this Resolution.

**PASSED APPROVED AND ADPOTED** on October 3, 2023, at a regular meeting of the City Council of the City of Fowler by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Daniel T. Parra, Mayor

ATTEST:

\_\_\_\_\_  
Angela Vasquez, City Clerk

# **EXHIBIT A**

## Vehicle Use

### 703.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a system of accountability to ensure department vehicles are used appropriately. This policy provides guidelines for on- and off-duty use of department vehicles and shall not be construed to create or imply any contractual obligation by the City of Fowler to provide assigned take-home vehicles.

### 703.2 POLICY

The Fowler Police Department provides vehicles for department-related business and may assign patrol and unmarked vehicles based on a determination of operational efficiency, economic impact to the Department, requirements for tactical deployments, and other considerations.

### 703.3 USE OF VEHICLES

#### 703.3.1 SHIFT ASSIGNED VEHICLES

The Shift Supervisor shall ensure a copy of the shift assignment roster indicating member assignments and vehicle numbers is completed for each shift and retained in accordance with the established records retention schedule. If a member exchanges vehicles during the member's shift, the new vehicle number shall be documented on the roster.

#### 703.3.2 OTHER USE OF VEHICLES

Members utilizing a vehicle for any purpose other than their normally assigned duties or normal vehicle assignment (e.g., transportation to training, community event) shall first notify the Shift Supervisor. A notation will be made on the shift assignment roster indicating the member's name and vehicle number.

This subsection does not apply to those who are assigned to vehicle transportation duties to and from the maintenance yard or carwash.

#### 703.3.3 INSPECTIONS

Members shall be responsible for inspecting the interior and exterior of any assigned vehicle before taking the vehicle into service and at the conclusion of their shifts. Any previously unreported damage, mechanical problems, unauthorized contents, or other problems with the vehicle shall be promptly reported to a supervisor and documented as appropriate.

The interior of any vehicle that has been used to transport any person other than a member of this department should be inspected prior to placing another person in the vehicle and again after the person is removed. This is to ensure that unauthorized or personal items have not been left in the vehicle.

When transporting any person in custody, the transporting member shall search all areas of the vehicle that are accessible by the person before and after that person is transported.

## Vehicle Use

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All department vehicles are subject to inspection and/or search at any time by a supervisor without notice and without cause. No member assigned to or operating such vehicle shall be entitled to any expectation of privacy with respect to the vehicle or its contents.

### 703.3.4 SECURITY AND UNATTENDED VEHICLES

Unattended vehicles should be locked and secured at all times. No key should be left in the vehicle except when it is necessary that the vehicle be left running (e.g., continued activation of emergency lights or equipment charging). Officers who exit a vehicle rapidly in an emergency situation or to engage in a foot pursuit must carefully balance the need to exit the vehicle quickly with the need to secure the vehicle.

Members shall ensure all weapons are secured while the vehicle is unattended.

### 703.3.5 MDT

Members assigned to vehicles equipped with a Mobile Display Terminal (MDT) shall log onto the MDT with the required information when going on-duty. If the vehicle is not equipped with a working MDT, the member shall notify Fresno County Sheriff's Office Communication's Center. Use of the MDT is governed by the MDT Use Policy.

### 703.3.6 VEHICLE LOCATION SYSTEM

Patrol and other vehicles, at the discretion of the Chief of Police, may be equipped with a system designed to track the vehicle's location. While the system may provide vehicle location and other information, members are not relieved of their responsibility to use required communication practices to report their location and status.

Members shall not make any unauthorized modifications to the system. At the start of each shift, members shall verify that the system is on and report any malfunctions to their supervisor. If the member finds that the system is not functioning properly at any time during the shift, he/she should exchange the vehicle for one with a working system, if available.

System data may be accessed by supervisors at any time. However, access to historical data by other than supervisors will require Sergeant approval.

All data captured by the system shall be retained in accordance with the established records retention schedule.

### 703.3.7 KEYS

Members approved to operate marked patrol vehicles should be issued a copy of the key as part of their initial equipment distribution. Members who are assigned a specific vehicle should be issued keys for that vehicle.

Members shall not duplicate keys. The loss of a key shall be promptly reported in writing through the member's chain of command.

## *Vehicle Use*

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### **703.3.8 AUTHORIZED PASSENGERS**

Members operating department vehicles shall not permit persons other than City personnel or persons required to be conveyed in the performance of duty, or as otherwise authorized, to ride as passengers in the vehicle, except as stated in the Ride-Along Policy.

### **703.3.9 ALCOHOL**

Members who have consumed alcohol are prohibited from operating any department vehicle. Members shall not violate state law regarding vehicle operation while intoxicated.

### **703.3.10 ACCESSORIES AND/OR MODIFICATIONS**

There shall be no modifications, additions or removal of any equipment or accessories without written permission from the assigned vehicle program manager.

## **703.4 INDIVIDUAL MEMBER ASSIGNMENT TO VEHICLES**

Department vehicles may be assigned to individual members, who live within 30 miles of the City of Fowler, at the discretion of the Chief of Police. Vehicles may be assigned for on-duty and/or take-home use. Assigned vehicles may be changed at any time. Permission to take home a vehicle may be withdrawn at any time.

The assignment of vehicles may be suspended when the member is unable to perform the member's regular assignment.

### **703.4.1 ON-DUTY USE**

Vehicle assignments shall be based on the nature of the member's duties, job description and essential functions, and employment or appointment status. Vehicles may be reassigned or utilized by other department members at the discretion of the Chief of Police or the authorized designee.

## **703.5 UNMARKED VEHICLES**

Vehicles are assigned to various sections and their use is restricted to the assigned member, unless otherwise approved by a supervisor. Any member operating an unmarked vehicle shall record vehicle usage on the sign-out log maintained in the section for that purpose. Any use of unmarked vehicles by those who are not assigned to the section to which the vehicle is assigned shall also record the use with the Shift Supervisor on the shift assignment roster.

## **703.6 DAMAGE, ABUSE AND MISUSE**

When any department vehicle is involved in a traffic collision or otherwise incurs damage, the involved member shall promptly notify a supervisor. Any traffic collision report shall be filed with the agency having jurisdiction (see the Traffic Collision Reporting Policy).

Damage to any department vehicle that was not caused by a traffic collision shall be immediately reported during the shift in which the damage was discovered, documented in memorandum



## Vehicle Use

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format and forwarded to the Shift Supervisor. An administrative investigation should be initiated to determine if there has been any vehicle abuse or misuse.

### 703.7 TOLL ROAD USAGE

Law enforcement vehicles are not routinely exempted from incurring toll road charges.

To avoid unnecessary toll road charges, all members operating department vehicles on a toll road shall adhere to the following:

- (a) Members operating department vehicles for any reason other than in response to an emergency shall pay the appropriate toll charge or utilize the appropriate toll way transponder. Members may submit a request for reimbursement from the City for any toll fees incurred in the course of official business.
- (b) Members passing through a toll plaza or booth during a response to an emergency shall notify, in writing, the appropriate Sergeant within five working days explaining the circumstances.

### 703.8 TAKE HOME VEHICLES

#### 703.8.1 PURPOSE AND SCOPE

Employees may have police vehicles assigned for on-duty use. These vehicles may also be authorized as a take home vehicle by the Chief of Police.

- (a) This program is not an employment right and may be revoked at any time.
- (b) Take home vehicles may not be used for outside employment.
- (c) Officers assigned a take home vehicle must live within thirty (30) miles of the City of Fowler.
- (d) Officers assigned a take home vehicle must securely store the vehicle at their home in a locked storage area. The Chief of Police reserves the right to determine if the vehicle can be securely stored at an offsite location.
- (e) The driving of a take home vehicle to and from work when not on-duty shall not be considered as duty time for compensation purposes except as provided for by section 703.8.4, subdivisions (d)-(f).

#### 703.8.2 PROGRAM OBJECTIVES

- (a) Quicker response of off-duty personnel during emergencies and call outs.
- (b) Greater police visibility and community security through an increased number of police vehicles on the streets of Fowler.
- (c) Reduction in maintenance costs.

## Vehicle Use

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### 703.8.3 GENERAL REGULATIONS

- (a) Two (2) or more Employees assigned to attend the same school or meeting out of jurisdiction shall utilize the minimum number of vehicles.
- (b) Unattended vehicles shall be locked at all times.
- (c) Firearms shall not be left in the vehicle when the vehicle is being serviced, repaired or parked at home.
- (d) Unsecured City equipment shall not be left in the vehicle during maintenance.
- (e) Officers shall not drive the vehicle if an alcoholic beverage was consumed within the previous twelve (12) hours.
- (f) During vacations or absences of longer than two (2) weeks, the vehicle shall be parked at the Police Department.
- (g) Officers shall not use the police vehicle on, or as part of, any outside employment.
- (h) The Police Department and City are not liable for the damage or loss of personal equipment installed or contained in the vehicle. Employees are liable for costs of damage to the vehicle which results from the use or installation of personal equipment.
- (i) Theft or damage to the vehicle shall be immediately reported to a supervisor and the appropriate report completed.
- (j) Traffic accidents involving the vehicle shall be immediately reported to a supervisor and existing policy regarding traffic accidents followed.
- (k) The Chief of Police may prohibit or restrict use of the vehicle at any time.

### 703.8.4 VEHICLE OPERATION AND PROCEDURES

- (a) Employees shall exercise good judgment in operating the vehicle and shall not drive or use it so as to cause unfavorable comment or reflect discredit on the Department.
- (b) While operating the vehicle off-duty, employees shall be appropriately attired to effectively perform a police function and present a favorable image. Police officers will be immediately identifiable as a police officer by wearing an approved uniform, or other garment with police markings such as training attire. Police officers shall have their duty handgun, handcuffs, and portable radio immediately available while operating a take home vehicle to and from work.
- (c) The police radio shall be kept on whenever operating the vehicle.
- (d) If responding to a call while off-duty, the officer may be required to handle the call in order to best preserve and handle evidence.
- (e) For minor cases encountered while off-duty and no immediate action is necessary, the officer may summon assistance and shall stand by until the on-duty officer arrives to handle the situation.
- (f) Traffic stops by off-duty officers shall be limited to emergencies, blatant violations, or obvious safety hazards that require immediate action, and where failure to act would bring discredit to the Department.

## Vehicle Use

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### 703.8.5 CARE AND MAINTENANCE OF TAKE HOME VEHICLE

- (a) Officers shall be responsible for the vehicle's routine daily maintenance of the following:
  - 1. Engine oil.
  - 2. Radiator water.
  - 3. Power steering fluid.
  - 4. Tire inflation.
  - 5. Cleanliness.
- (b) Required non-routine maintenance and repairs shall be pre-approved by the Chief of Police or designee. Employees may be assigned a replacement vehicle to use while their assigned vehicle is being serviced.
- (c) Officers shall not add, remove, or modify vehicle equipment without the written approval of the Chief of Police.
- (d) The City of Fowler shall furnish gas, oil, and maintenance supplies. Employees shall not use any non-approved fuels, fluids, or additives.
- (e) Employees shall wash and clean the unit as necessary utilizing appropriate vehicle cleaning products.
- (f) Supervisors shall conduct routine inspection of units, and report and correct noted deficiencies.

### 703.9 ATTIRE AND APPEARANCE

When operating any department vehicle while off-duty, members may dress in a manner appropriate for their intended activity. Whenever in view of or in contact with the public, attire and appearance, regardless of the activity, should be suitable to reflect positively upon the Department.



## CITY COUNCIL MEETING

### **REPORT TO THE CITY COUNCIL**

**DATE:** October 3, 2023

**FROM:** SOO HO PARK, City Engineer

**SUBJECT:** APPROVE Resolution No. 2679 to Initiate proceedings to annex Tract No. 6405 into the City's Landscape and Storm Drainage Facilities Maintenance District No. 1; and order the preparation of an Engineer's Report regarding said annexation.

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### **EXECUTIVE SUMMARY**

Staff recommend that the City Council approve the Resolution to initiate proceedings to annex Tract No. 6405 into the City's Landscape and Storm Drainage Facilities Maintenance District No. 1. Upon acceptance of the public and landscaping improvements by the City, the public works department will assume the maintenance of the landscape and storm drainage facilities. The annexation allows the City to recover the maintenance cost associated with the facilities.

### **BACKGROUND**

The City provides for the operations and maintenance of landscaping and storm drainage facilities within various improved developments throughout the City of Fowler. The City's Landscape and Storm Drainage Facilities Maintenance District No. 1 ("LSDFMD No. 1"), was formed pursuant to the Landscaping and Lighting Act of 1972 ("Act"), which provides for assessing parcels within these developed areas to fund these maintenance and operations activities.

The Act allows for newly developed properties to be annexed into an existing landscape and maintenance district. (Streets and Highways Code § 22605, subd. (a).) In accordance with the conditions for approval for Tract No. 6405 (hereinafter collectively referred to as, the "Tract") this subdivision must be annexed into the City's LSDFMD No. 1. All the parcels within the Tract are owned by a single entity. The owner of the Tract has filed a petition and written consent with staff requesting the City to initiate proceedings to annex the Tract into LSDFMD No. 1 ("Petition").

To initiate proceedings for the annexation, the City Council must adopt a resolution describing the improvements and services within LSDFMD No. 1, describe the territory to be annexed, describe the proposed assessment on the proposed annexation, and to order the City Engineer to draft and file with the City Clerk an Engineer's Report in accordance with Streets and Highways Code section 22567.

Per the Tract owner's Petition, the owner expressly waived all notices and procedures otherwise required under the Act pursuant to Streets and Highways Code section 22608, to the extent

allowed by law. Accordingly, the City Engineer will prepare and file the Engineer's Report for the Tract to be annexed into LSDFMD No. 1 for consideration and approval by Council. The City will then provide the Tract owner with written notice of the public hearing along with an assessment ballot for the owner to fill out and return to the City in accordance with the provisions of Government Code section 53753. The notice and assessment ballot must be mailed to the Tract owner at least forty-five (45) days prior to the public hearing.

### **PUBLIC NOTICE**

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

### **ENVIRONMENTAL REVIEW**

This action does not constitute a "project" pursuant to the California Environmental Quality Act.

### **GENERAL PLAN CONSISTENCY**

This action is consistent with:

#### General Plan Goal OS-4

Open space acquisition, development, programming, and maintenance is adequately and reliably funded.

### **FISCAL IMPACT**

If the territory is approved to be annexed, each parcel in the annexed Tract would be annually assessed and the revenue from the assessments will help pay the annual maintenance costs associated with the new improvements.

### **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

#### **Attachments**

- Resolution No 2679 (Initiating Annexation and Ordering Engineer's Report)
- Petition and Written Consent of Owner of Tract No. 6405 Requesting Annexation

**RESOLUTION NO. 2679**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER  
INITIATING PROCEEDINGS FOR THE ANNEXATION OF TRACT NO. 6405 INTO  
THE LANDSCAPING AND STORM DRAINAGE FACILITIES MAINTENANCE  
DISTRICT NO 1; AND ORDERING PREPARATION OF THE ENGINEER'S REPORT  
REGARDING SAID ANNEXATION.**

**WHEREAS**, pursuant to Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972 ("Act"), the City Council of the City of Fowler duly formed the Landscaping and Storm Drainage Facilities Maintenance District No. 1 of the City of Fowler ("LSDFMD No. 1") on March 12, 1985; and

**WHEREAS**, the City Council has thereafter levied and collected annual assessments for the maintenance and operation of the landscaping facilities in LSDFMD No. 1; and

**WHEREAS**, the owner of Tract No. 6405 is required to annex the aforementioned Tract into LSDFMD No. 1, pursuant to the conditions of approval for the Tract; and

**WHEREAS**, the owner of Tract No. 6405 has filed a petition with the City requesting commencement of proceedings to annex Tract No. 6405 into the LSDFMD No. 1, and consents to waive all notices and procedures to the extent allowed by law pursuant to Streets and Highways Code section 22608.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fowler hereby resolves as follows:

1. The City Council hereby proposes annexation of Tract No. 6405 into LSDFMD No. 1, and to initiate and conduct proceedings pursuant to the Act for the purpose of levying an annual assessment on all the parcels within the Tract.
2. The boundaries of the proposed annexation into LSDFMD No. 1 shall include all of the property as shown and described in **Exhibit A**, attached hereto.
3. The City Council hereby designates and orders the City Engineer, to prepare and file an Engineer's Report with the City Clerk in accordance with sections 22608 and 22585, et seq. of the California Streets and Highways Code, and Section 4 of Article XIID of the California Constitution for the annexation of the territory into LSDFMD No. 1.

**PASSED, APPROVED AND ADOPTED** this 3rd day of October 2023, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**APPROVED:**

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Daniel T. Parra, Mayor

**ATTEST:**

---

Angela Vasquez, Deputy City Clerk

## **EXHIBIT “A”**

### **DESCRIPTION OF BOUNDARIES**

The boundaries of Tract 6405, to be annexed into Landscaping and Storm Drainage Facilities Maintenance District No. 1 (“LSDFMD No. 1”) of the City of Fowler, County of Fresno, are coterminous with the boundaries of APNs: 345-260-05s, as shown on the Assessment Roll in the County of Fresno, State of California in Fiscal Year 2022-2023.

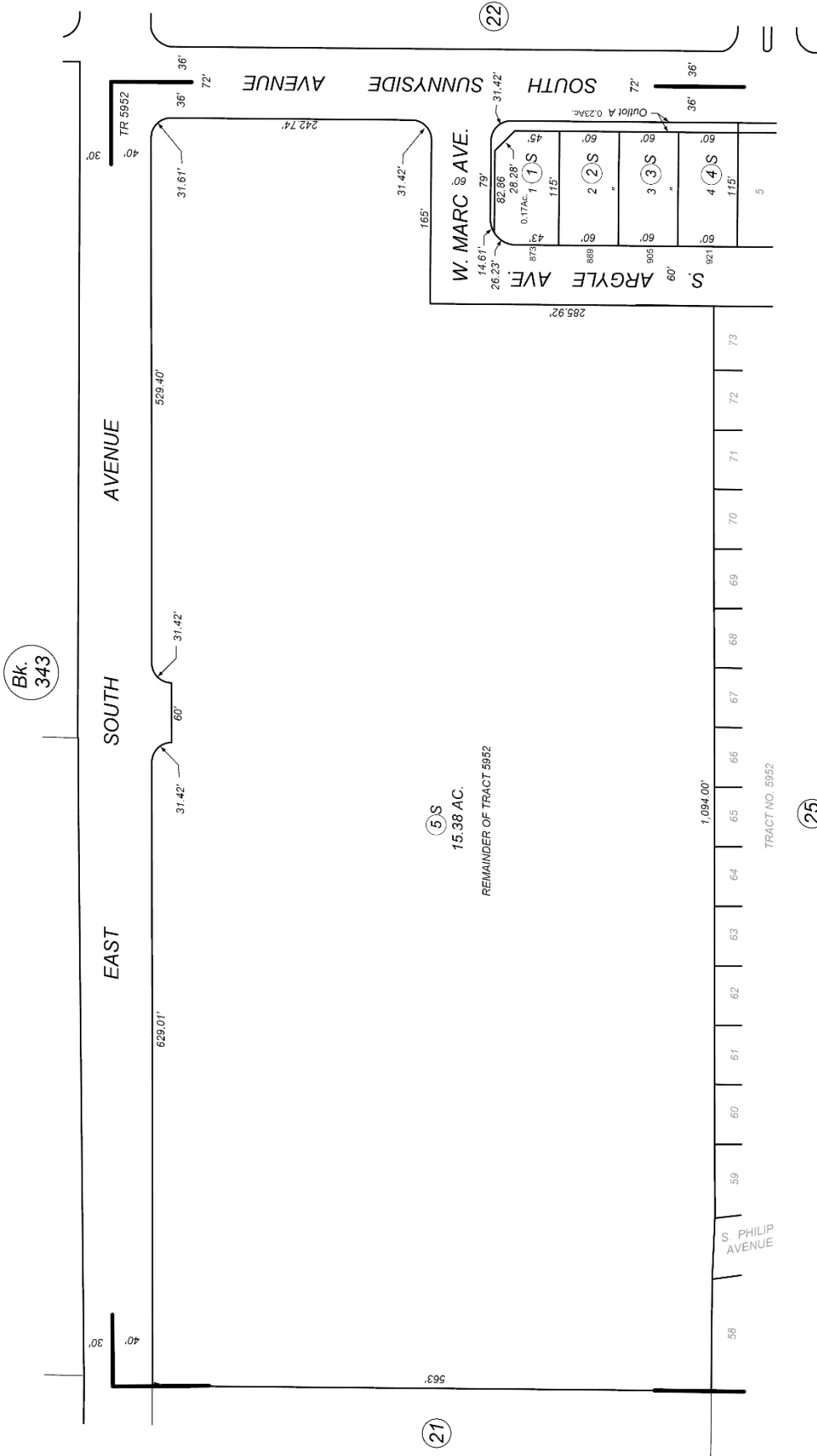
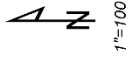


345-26

Tax Rate Area  
5-105

POR. SEC. 21, T.15 S., R.21E. M.D.B. & M.

-NOTE-  
This map is for Assessment purposes only.  
It is not to be construed as portraying legal  
ownership or divisions of land for purposes  
of zoning or subdivision law.



Tract No. 5952 - Plat Bk. 91, Pgs. 95 - 99

Assessor's Map Bk. 345 - Pg. 26  
County of Fresno, Calif.

Note - Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles

12/27/2022 BD

Section 8, Item F.

**PETITION AND WRITTEN CONSENT  
(INCLUDING WAIVER)**

**REQUESTING COMMENCEMENT OF PROCEEDINGS UNDER THE  
LANDSCAPING AND LIGHTING ACT OF 1972 TO ANNEX CERTAIN TERRITORY  
TO THE CITY OF FOWLER'S LANDSCAPE AND STORM DRAINAGE FACILITIES  
MAINTENANCE DISTRICT NO. 1**

To the Council of the City of Fowler  
c/o the City Clerk of the City of Fowler  
Fowler City Hall  
128 S. 5th Street  
Fowler, CA 93625

**Re:** Tract No. 6405 – Sunnyside II  
Assessor's Parcel No. 345-260-05s

Members of the City Council:

The undersigned is the duly owner or authorized representative of the owner of all the territory of real property located in Assessor's Parcel No. 345-260-05s, Fowler, California, described on **Exhibit A-1** [Legal Description of the Property(ies)] and shown by the map in **Exhibit B-1** (the "Parcel"), which exhibits are attached hereto and made part of this Petition. The owner hereby petitions and requests that you commence proceedings pursuant to the Landscaping and Lighting Act of 1972 (Part 2, Division 15, of the California Streets & Highways Code) (the "Act") to annex and add all the territory in the Parcel to the City's existing Landscape and Storm Drainage Facilities Maintenance District No.1 ("LSDFMD No. 1"), and to levy on the annexed territory the annual assessments levied within LSDFMD No. 1 for the maintenance and operation of landscaping facilities.

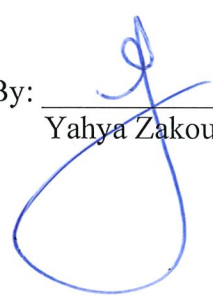
The owner further petitions and requests that the Council proceed as quickly as possible with all proceedings necessary to accomplish such annexation and levy. In that regard, to the extent allowed by law, **the owner hereby expressly waives all notices, procedures and requirements otherwise required under Section 22608 and Article 1 (commencing with Section 22585) of the Act, California Government Code Sections 53750 through 53753.5 or any other provision of law, including without limitation adoption of any resolutions, filing of any engineer's report, giving of any notices, holding any hearings and right of majority protest,** and knowingly, voluntarily, and expressly consents to the annexation of the Parcel into LSDFMD No. 1 and the initial levy of an assessment without completion of, or compliance, with the notices, procedures or requirements of the Act.

In consideration for the Council conducting the annexation and levy proceedings herein requested, the owner will immediately execute and deliver to the City any documents the City deems necessary to accomplish the annexation and levy proceedings and to further evidence the consent and waivers in this letter, including but not limited to any assessment ballot and receipt for notice.

Also, in consideration for the Council conducting such annexation and levy proceedings, the owner agrees to remain the sole owner of all real property in such Parcel and to not transfer title to any such real property to any other person or entity until completion of the proceedings.

Respectfully submitted as Sept. 28, 2023, by:

PROPERTY OWNER: K. Hovnanian Homes Northern California,  
Inc., a California corporation

By:   
Yahya Zakour Baayoun, Division President

# Exhibit A-1

## TRACT NO. 6405 LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLATS THEREOF, FRESNO COUNTY RECORDS; MORE PARTICULARLY DESCRIBED AS THE NORTHERLY "REMAINDER" PORTION AS SHOWN ON THE FINAL MAP OF TRACT NO. 5952, FILED FEBRUARY 22, 2022 IN VOLUME 91 OF PLATS, AT PAGES 95, 96, 97, 98, 99 AND 100, FRESNO COUNTY RECORDS AND AS AMENDED BY THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 28, 2022, INSTRUMENT NO. 2022-0120182, OFFICIAL RECORDS.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, AND/OR MINERALS IN AND UNDER SAID LANDS, AS RESERVED IN THAT CERTAIN DEED RECORDED OCTOBER 1, 1936 AS BOOK 1521, PAGE 231, FRESNO COUNTY RECORDS.

EXCEPTING THEREFROM AN UNDIVIDED ONE-EIGHTH INTEREST IN ALL OIL, GAS, AND/OR MINERALS IN AND UNDER SAID LANDS, AS RESERVED IN THAT CERTAIN GIFT DEED RECORDED DECEMBER 30, 1992 AS INSTRUMENT NO. 92-195729, FRESNO COUNTY RECORDS.

EXCEPTING THEREFROM AN UNDIVIDED ONE-EIGHTH INTEREST IN ALL OIL, GAS, AND/OR MINERALS IN AND UNDER SAID LANDS, AS RESERVED IN THAT CERTAIN GIFT DEED RECORDED DECEMBER 30, 1992 AS INSTRUMENT NO. 92-195730, FRESNO COUNTY RECORDS.

EXCEPTING THEREFROM AN UNDIVIDED ONE-EIGHTH INTEREST IN ALL OIL, GAS, AND/OR MINERALS IN AND UNDER SAID LANDS, AS RESERVED IN THAT CERTAIN GIFT DEED RECORDED DECEMBER 30, 1993 AS INSTRUMENT NO. 93-0204311, FRESNO COUNTY RECORDS.

EXCEPTING THEREFROM AN UNDIVIDED ONE-EIGHTH INTEREST IN ALL OIL, GAS, AND/OR MINERALS IN AND UNDER SAID LANDS, AS RESERVED IN THAT CERTAIN GIFT DEED RECORDED DECEMBER 30, 1993 AS INSTRUMENT NO. 93-0204312, FRESNO COUNTY RECORDS.

APN: 345-260-05S







## CITY COUNCIL MEETING

### **REPORT TO THE CITY COUNCIL**

**DATE:** October 3, 2023

**FROM:** SOO HO PARK, City Engineer

**SUBJECT:** Actions pertaining to various stop signs:  
 1) APPROVE Resolution No. 2680 designating the intersection of Fresno Street and 9th Street as a two-way stop.  
 2) RECEIVE results of various stop sign warrant studies

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### **EXECUTIVE SUMMARY**

Traffic improvements are recommended for four intersections identified by City staff to improve safety and operations.

### **BACKGROUND**

Title 4, Chapter 4 of the Fowler Municipal Code governs through streets, stop intersections, and yield signs and states the Council may designate by resolution any intersection as a stop intersection.

The City Engineer conducted traffic studies at the intersections identified above. The original intent was to evaluate if all-way stops were warranted at any of the intersections based on Section 2B.07 of the *California Manual on Uniform Traffic Control Devices*. These traffic studies are attached as Technical Memoranda and provide findings that – based on traffic volumes, collision history, sight distance, and other criteria – none of the intersections warrant the all-way stop control. However, alternate traffic calming and safety mitigations were evaluated for each of the intersections and are summarized above. It is the City Engineer's opinion that these mitigations are appropriate for the respective intersections.

#### **Fresno Street at 9th Street**

- Install a stop sign and STOP legend for southbound traffic on 9th Street approaching the intersection. This action requires Council resolution, attached as Resolution No. 2780.
- Install 25 MPH signs on both roadways to delineate the current, unposted speed limit.

#### **Main Street at 9th Street**

- A two-way stop for 9th Street traffic currently exists at this intersection.
- Based on the traffic study, a four-way stop is not warranted.
- Staff will proceed with the following traffic calming measures:

- Install Type II bicycle lanes with adjacent on-street parking on 9th Street between Merced and Fresno Streets.
- Install Type II bicycle lanes with adjacent on-street parking on Main Street between 8th and 10th Streets.
- Install 25 MPH signs on both roadways to delineate the current, unposted speed limit.

#### Fresno Street at 10th Street

- A stop sign for northbound traffic exiting the Adventist Health complex currently exists at this intersection.
- Based on the traffic study, neither a four-way stop, nor a two-way stop, is warranted.
- Staff will proceed with the following traffic calming measures:
  - Planned and funded bicycle Type II bicycle lanes are currently in design for Fresno Street and 10th Street.
  - Install 25 MPH signs on both roadways to delineate the current, unposted speed limit.

#### Temperance Avenue at Walter Avenue

- A two-way stop for Walter Avenue traffic currently exists at this intersection.
- Based on the traffic study, a four-way stop is not warranted.
- Pedestrian crossing improvements already exist.
- Staff will proceed with the following traffic calming measures:
  - Install a “Cross Traffic Does Not Stop” sign for westbound Walter Avenue traffic. This sign has already exists for eastbound traffic.
  - Replace the current pedestrian crossing signs with a School Crossing Assembly with pedestrian-activated Rectangular Rapid Flashing Beacon (RRFB) on both sides of the existing high-visibility school crosswalk.
  - Install School Advance Crossing with pedestrian activated RRFB on both north and south legs of the roadway.

### **PUBLIC NOTICE**

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

### **ENVIRONMENTAL REVIEW**

Pursuant to CEQA Guidelines Section 15061 (b)(3), the proposed two-way stop is exempt from review under the California Environmental Quality Act (CEQA).

### **GENERAL PLAN CONSISTENCY**

This action is consistent with:

#### General Plan Policy MOB-4

Support the creation of a transportation network provides for efficient movement of people and goods while accounting for environmental effects.

General Plan Policy MOB-7

Prioritize operational solutions over major structural improvements to existing roadways where feasible.

**FISCAL IMPACT**

The project will be funded by the street maintenance general fund. The bicycle lanes are already planned and funded by a Measure C – Transit Oriented Infrastructure for Infill Development – grant.

**CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2680
- Technical Memoranda of studied intersections



**RESOLUTION NO. 2680**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITY OF FOWLER  
DESIGNATING THE INTERSECTION OF FRESNO STREET AND 9<sup>TH</sup> STREET AS A  
TWO-WAY STOP**

**WHEREAS**, the intersection of Fresno Street and 9<sup>th</sup> Street is currently stop controlled for the private drive intersecting Fresno Street; and

**WHEREAS**, in accordance with Section 2B.04 of the California Manual on Uniform Traffic Control Devices produced by the California Department of Transportation, City staff has demonstrated a need for a two-way stop at the intersection of Fresno Street and 9<sup>th</sup> Street for the following reason:

An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law

**WHEREAS**, the City has the authority to install stop signs pursuant to Fowler Municipal Code sections 4-4.401 through 4-4.405 and California Vehicle Code sections 21101, 21104, 21351, 21351.5, 21354, 21355, 21362, 21400, and 21401.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fowler that:

1. The intersection of Fresno Street and 9<sup>th</sup> Street is hereby designated as a two-way stop on the 9<sup>th</sup> street approach and drive approach to the private drive.
2. The City Clerk shall add said intersection to the Official List of Stop Intersections in accordance with Fowler Municipal Code section 4-4.401.
3. The Public Works Director shall install appropriate street signs and markings.

**PASSED, APPROVED AND ADOPTED** this 3<sup>rd</sup> day of October 2023, at a regular meeting of the Fowler City Council by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

**APPROVED:**

\_\_\_\_\_  
Daniel T. Parra, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Vasquez, City Clerk

## MEMORANDUM

**To:** Thomas Gaffery  
City of Fowler

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**From:** Soo Ho Park PE, TE  
City Engineer

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**Subject:** All-way Stop Warrant Study: Fresno Street at 9th Street

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**Date:** September 26, 2023

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### BACKGROUND

This memorandum evaluates the appropriateness of converting the stop control at the intersection of Fresno Street and 9<sup>th</sup> Street from two-way to all-way. Fresno Street runs southwest to northeast, and 9<sup>th</sup> Street runs southeast to northwest. Both streets are designated local streets in the *City of Fowler 2040 General Plan*, adopted April 18, 2023. Fresno Street has no stop control. The northwest leg of 9<sup>th</sup> Street has no stop control. The southeast leg – a driveway into Adventist Health – is controlled by a stop sign and STOP pavement marking. Both streets – excluding the driveway – allow parallel parking and neither includes bike lanes.

### GUIDANCE

The installation of an unwarranted traffic control device is rarely advisable, often causing more delays and safety issues than prior to the installation. The *California Manual on Traffic Control Devices (CA MUTCD)* is the primary source of regulation and guidance for the application of stop signs and other traffic control devices. Section 2B.07 provides the following:

#### **Section 2B.07 Multi-Way Stop Applications**

Support:

*01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.*

*02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.*

Guidance:

*03 The decision to install multi-way stop control should be based on an engineering study.*

*04 The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*

- A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
- B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
- C. Minimum volumes:*

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
  2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
  3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

05 Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

## DATA COLLECTION

Metro Traffic Data Inc. performed traffic counts at the intersection on August 24, 2023, including pedestrian and bicycle counts. Results for the eight highest volume hours are summarized in Table 1, with data sheets included as Attachment A.

Table 1: Highest Eight Hours of Traffic Volume					
	Hour	Vehicles - All Approaches	Veh. / Ped. / Bic. - Minor Approaches	Pedestrians	Bicycles
1	12:00 PM – 1:00 PM	107	13	0	1
2	4:00 PM – 5:00 PM	107	10	0	0
3	11:00 AM – 12:00 PM	102	10	0	0
4	8:00 AM – 9:00 PM	86	11	0	0
5	3:00 PM – 4:00 PM	86	11	0	0
6	10:00 AM – 11:00 AM	82	7	0	0
7	5:00 PM – 6:00 PM	82	5	0	0
8	9:00 AM – 10:00 AM	75	12	0	2

Provost & Pritchard staff consulted the Transportation Injury Mapping System accessing the Statewide Integrated Traffic Records System (TIMS/SWITRS) to assess recent collisions. The past five most recent available years (2018 – 2022) were queried.

Section 4-4.301 of the Fowler City Ordinance establishes special speed zones.

Whenever, as authorized by the Vehicle Code of the State, the Council determines, upon the basis of an engineering and traffic survey, (1) that a speed equal to or greater than twenty-five (25) miles per hour would facilitate the orderly movement of traffic and be reasonable and safe upon any street, other than a State highway, otherwise subject to the Vehicle Code of the State prima facie limit of twenty-five (25) miles per hour, or (2) that the prima facie speed limit under State law is more than is reasonable and safe upon any street, the Council may determine and declare by resolution a special speed zone on such street, or a designated part of such street, in which zone the Council finds a different prima facie speed limit authorized to be established by the Vehicle Code of the State is more appropriate. Any such declared prima facie limit shall be effective when appropriate signs giving notice thereof are erected upon the street and shall not thereafter be revised, except upon the basis of an engineering and traffic survey.

(Ord. 10-6 § 4; Ord. 10-10 § 4; Ord. 80-3 § 1, 9-18-80)

The roadways approaching the studied intersection do not fall under any of the special zones outlined above. Therefore, the speed limit for all approaches is 25 mph.

## WARRANTS

Applying the guidance in Section 2B.07, Sub-sections 04 and 05 of the CA MUTCD to the conditions at the intersection resulting in the following conclusions:

**04 A. Interim Measure for a Traffic Signal:** None of the warrants for traffic volumes, unsafe conditions, or special conditions are met.

Conclusion: **Multi-way Stop Warrant not met**

**04 B. Crashes:** No collisions were reported at the intersection within the queried years referenced above.

Conclusion: **Multi-way Stop Warrant not met**

**04 C.1. Vehicular Volumes:** Hourly volumes ranged from 75 - 107 vehicles on all approaches, lower than the required threshold of 300 vehicles.

Conclusion: **Multi-way Stop Warrant not met**

**04 C.2. Vehicular, Pedestrian, and Bicycle Volumes:** The volumes for combined vehicles, pedestrians, and bicycles ranged from 5 – 13 on the minor approaches, lower than the required threshold of 200 units.

Conclusion: **Multi-way Stop Warrant not met**

**04 C.3. Speed:** The speed limit for the major street is 25 mph, which does not exceed the 40-mph threshold for this warrant to apply.

Conclusion: **Multi-way Stop Warrant not met**

**04 D. 80% Threshold:** 80% thresholds of 240 vehicles for all approaches or 160 combined vehicles, pedestrians, and bicycles on minor approaches were not exceeded.

Conclusion: **Multi-way Stop Warrant not met**

**05 A. Left-turn Conflicts:** Engineering staff has not identified reasonable conflicts with left-turn movements.

Conclusion: **Multi-way Stop Warrant not met**

05 **B. Vehicle/Pedestrian Conflicts:** The total number of pedestrians navigating the intersection was one, and none were indicated in any of the eight highest traffic hours.

Conclusion: **Multi-way Stop Warrant not met**

05 **C. Sight Distance:** Engineering staff has not identified any sight distance issues. In addition, there are no traffic collisions that would suggest this warrant is met.

Conclusion: **Multi-way Stop Warrant not met**

05 **D. Collector Operations:** As neither roadway is designated as a collector, this warrant does not apply.

Conclusion: **Collector Operations Warrant not met**

## CONCLUSION

As none of the warrants designated in the CA MUTCD are met, it is our opinion that all-way stop control is not appropriate for the subject intersection. As an alternative mitigation, the installation of a stop sign and STOP legend to the northwest leg was also evaluated. While there is no specific guideline in the CA MUTCD suggesting its necessity, the driveway acts as a southeast leg of the intersection. It is our engineering judgment that the change in configuration justifies the installation of a stop sign and STOP legend to the northwest leg.

In addition, we recommend City staff evaluate the installation of 25 MPH signs on both intersections to reflect the current prima facie (unposted) speed limit already in place.



**Metro Traffic Data Inc.**

310 N. Irwin Street - Suite 20  
Hanford, CA 93230

800-975-6938 Phone/Fax  
www.metrotrafficdata.com

## Multi-Modal Approach Counts

Prepared For:

**Provost & Pritchard Consulting Group**  
130 North Garden Street  
Visalia, CA 93291

**LOCATION** Fresno St @ 9th St

**COUNTY** Fresno

**COLLECTION DATE** Thursday, August 24, 2023

**LATITUDE** 36.6261988

**LONGITUDE** -119.6800268

**WEATHER** Clear

			Northbound - 9th St			Southbound - 9th St			Eastbound - Fresno St			Westbound - Fresno St		
Time			Vehicles	Bicycles	Peds	Vehicles	Bicycles	Peds	Vehicles	Bicycles	Peds	Vehicles	Bicycles	Peds
12:00 AM	to	1:00 AM	0	0	0	0	0	0	3	0	0	0	0	0
1:00 AM	to	2:00 AM	0	0	0	0	0	0	1	0	0	0	0	0
2:00 AM	to	3:00 AM	0	0	0	0	0	0	1	0	0	0	0	0
3:00 AM	to	4:00 AM	0	0	0	1	0	0	1	0	0	2	0	0
4:00 AM	to	5:00 AM	0	0	0	1	0	0	1	0	0	4	0	0
5:00 AM	to	6:00 AM	0	0	0	2	0	0	8	0	0	4	0	0
6:00 AM	to	7:00 AM	0	0	0	5	0	0	22	1	0	16	0	0
7:00 AM	to	8:00 AM	0	0	0	4	0	0	30	0	0	30	0	0
8:00 AM	to	9:00 AM	1	0	0	10	0	0	31	0	0	44	0	0
9:00 AM	to	10:00 AM	2	0	0	10	0	0	31	1	0	32	1	0
10:00 AM	to	11:00 AM	1	0	0	6	0	0	37	0	0	38	0	0
11:00 AM	to	12:00 PM	1	0	0	9	0	0	47	0	0	45	0	0
12:00 PM	to	1:00 PM	0	0	0	13	0	0	48	1	0	46	0	0
1:00 PM	to	2:00 PM	1	0	0	8	0	0	32	0	0	33	0	0
2:00 PM	to	3:00 PM	4	0	0	3	0	0	39	1	0	27	1	0
3:00 PM	to	4:00 PM	3	0	0	8	0	0	35	0	0	40	0	0
4:00 PM	to	5:00 PM	1	0	0	9	0	0	55	0	0	42	0	0
5:00 PM	to	6:00 PM	1	0	0	4	0	0	46	0	0	31	0	0
6:00 PM	to	7:00 PM	0	0	0	5	0	0	25	0	0	12	0	0
7:00 PM	to	8:00 PM	0	0	1	1	0	0	15	0	0	12	0	0
8:00 PM	to	9:00 PM	0	0	0	3	0	0	5	0	0	5	0	0
9:00 PM	to	10:00 PM	1	0	0	0	0	0	11	0	0	9	0	0
10:00 PM	to	11:00 PM	0	0	0	4	0	0	7	0	0	7	0	0
11:00 PM	to	12:00 AM	0	0	0	1	0	0	2	0	0	3	0	0
<b>DAILY TOTALS</b>			<b>16</b>	<b>0</b>	<b>1</b>	<b>107</b>	<b>0</b>	<b>0</b>	<b>533</b>	<b>4</b>	<b>0</b>	<b>482</b>	<b>2</b>	<b>0</b>

TOTALS	TOTALS	TOTALS	TOTALS
Vehicles	Bicycles	Peds	ALL
3	0	0	3
1	0	0	1
1	0	0	1
4	0	0	4
6	0	0	6
14	0	0	14
43	1	0	44
64	0	0	64
86	0	0	86
75	2	0	77
82	0	0	82
102	0	0	102
107	1	0	108
74	0	0	74
73	2	0	75
86	0	0	86
107	0	0	107
82	0	0	82
42	0	0	42
28	0	1	29
13	0	0	13
21	0	0	21
18	0	0	18
6	0	0	6
1138	6	1	1145

## MEMORANDUM

**To:** Thomas Gaffery  
City of Fowler

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**From:** Soo Ho Park PE, TE  
City Engineer

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**Subject:** All-way Stop Warrant Study: Fresno Street at 10th Street

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**Date:** September 26, 2023

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### BACKGROUND

This memorandum evaluates the appropriateness of converting the stop control at the intersection of Fresno Street and 10<sup>th</sup> Street from two-way to all-way. Fresno Street runs southwest to northeast, and 10<sup>th</sup> Street runs southeast to northwest. Both streets are designated local streets in the *City of Fowler 2040 General Plan*, adopted April 18, 2023. Fresno Street has no stop control but includes a high-visibility crosswalk on the northeast leg. The northwest leg of 10<sup>th</sup> Street has no stop control. The southeast leg – a driveway into Adventist Health – is controlled by a stop sign, STOP pavement marking, and high-visibility crosswalks. Both streets – excluding the driveway – allow parallel parking and neither includes bike lanes.

### GUIDANCE

The installation of an unwarranted traffic control device is rarely advisable, often causing more delays and safety issues than prior to the installation. The *California Manual on Traffic Control Devices (CA MUTCD)* is the primary source of regulation and guidance for the application of stop signs and other traffic control devices. Section 2B.07 provides the following:

#### Section 2B.07 Multi-Way Stop Applications

Support:

<sup>01</sup> Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

<sup>02</sup> The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

<sup>03</sup> *The decision to install multi-way stop control should be based on an engineering study.*

<sup>04</sup> *The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*

- A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
- B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
- C. *Minimum volumes:*

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
  2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
  3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

05 Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

## DATA COLLECTION

Metro Traffic Data Inc. performed traffic counts at the intersection on August 24, 2023, including pedestrian and bicycle counts. Results for the eight highest volume hours are summarized in Table 1, with data sheets included as Attachment A.

Table 1: Highest Eight Hours of Traffic Volume					
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1	12:00 PM – 1:00 PM	154	60	2	0
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3	1:00 PM – 2:00 PM	128	38	0	0
4	8:00 AM – 9:00 AM	121	47	2	0
5	4:00 PM – 5:00 PM	118	50	0	0
6	10:00 AM – 11:00 AM	116	40	0	0
7	2:00 PM – 3:00 PM	116	29	3	0
8	3:00 PM – 4:00 PM	111	35	0	0



Provost & Pritchard staff consulted the Transportation Injury Mapping System accessing the Statewide Integrated Traffic Records System (TIMS/SWITRS) to assess recent collisions. The past five most recent available years (2018 – 2022) were queried.

Section 4-4.301 of the Fowler City Ordinance establishes special speed zones.

Whenever, as authorized by the Vehicle Code of the State, the Council determines, upon the basis of an engineering and traffic survey, (1) that a speed equal to or greater than twenty-five (25) miles per hour would facilitate the orderly movement of traffic and be reasonable and safe upon any street, other than a State highway, otherwise subject to the Vehicle Code of the State prima facie limit of twenty-five (25) miles per hour, or (2) that the prima facie speed limit under State law is more than is reasonable and safe upon any street, the Council may determine and declare by resolution a special speed zone on such street, or a designated part of such street, in which zone the Council finds a different prima facie speed limit authorized to be established by the Vehicle Code of the State is more appropriate. Any such declared prima facie limit shall be effective when appropriate signs giving notice thereof are erected upon the street and shall not thereafter be revised, except upon the basis of an engineering and traffic survey.

(Ord. 10-6 § 4; Ord. 10-10 § 4; Ord. 80-3 § 1, 9-18-80)

The roadways approaching the studied intersection do not fall under any of the special zones outlined above. Therefore, the speed limit for all approaches is 25 mph.

## WARRANTS

Applying the guidance in Section 2B.07, Sub-sections 04 and 05 of the CA MUTCD to the conditions at the intersection resulting in the following conclusions:

**04 A. Interim Measure for a Traffic Signal:** None of the warrants for traffic volumes, unsafe conditions, or special conditions are met.

Conclusion: **Multi-way Stop Warrant not met**

**04 B. Crashes:** No collisions were reported at the intersection within the queried years referenced above.

Conclusion: **Multi-way Stop Warrant not met**

**04 C.1. Vehicular Volumes:** Hourly volumes ranged from 111-154 vehicles on all approaches, lower than the required threshold of 300 vehicles.

Conclusion: **Multi-way Stop Warrant not met**

**04 C.2. Vehicular, Pedestrian, and Bicycle Volumes:** The volumes for combined vehicles, pedestrians, and bicycles ranged from 29-60 on the minor approaches, lower than the required threshold of 200 units.

Conclusion: **Multi-way Stop Warrant not met**

**04 C.3. Speed:** The speed limit for the major street is 25 mph, which does not exceed the 40-mph threshold for this warrant to apply.

Conclusion: **Multi-way Stop Warrant not met**

**04 D. 80% Threshold:** 80% thresholds of 240 vehicles for all approaches or 160 combined vehicles, pedestrians, and bicycles on minor approaches were not exceeded.

Conclusion: **Multi-way Stop Warrant not met**

**05 A. Left-turn Conflicts:** Engineering staff has not identified reasonable conflicts with left-turn movements.

Conclusion: **Multi-way Stop Warrant not met**

05 **B. Vehicle/Pedestrian Conflicts:** The total number of pedestrians navigating the intersection was seven, with four indicated during the eight highest traffic hours.

Conclusion: **Multi-way Stop Warrant not met**

05 **C. Sight Distance:** Engineering staff has not identified any sight distance issues. In addition, there are no traffic collisions that would suggest this warrant is met.

Conclusion: **Multi-way Stop Warrant not met**

05 **D. Collector Operations:** As neither roadway is designated as a collector, this warrant does not apply.

Conclusion: **Collector Operations Warrant not met**

## CONCLUSION

As none of the warrants designated in the CA MUTCD are met, it is our opinion that all-way stop control is not appropriate for the subject intersection. In evaluating alternative mitigations, it is noted that Type II bicycle lanes and adjacent on-street parking are already planned and grant funded on:

- 10<sup>th</sup> Street between Merced and Fresno Streets
- Fresno Street between 9<sup>th</sup> and 10<sup>th</sup> Streets

This proposed configuration would act as a road diet, providing a traffic calming measure for all legs of the intersection. It is our engineering judgment that the installation of these bicycle lanes and adjacent on-street parking is appropriate for the roadways forming the Fresno Street and 10<sup>th</sup> Street intersection.

In addition, we recommend City staff evaluate the installation of 25 MPH signs on both intersections to reflect the current prima facie (unposted) speed limit already in place.



**Metro Traffic Data Inc.**  
310 N. Irwin Street - Suite 20  
Hanford, CA 93230  
800-975-6938 Phone/Fax  
www.metrotrafficdata.com

## Multi-Modal Approach Counts

Prepared For:  
**Provost & Pritchard Consulting Group**  
130 North Garden Street  
Visalia, CA 93291

**LOCATION** Fresno St @ 10th St

**COUNTY** Fresno

**COLLECTION DATE** Thursday, August 24, 2023

**LATITUDE** 36.6254712

**LONGITUDE** -119.6810219

**WEATHER** Clear

			Northbound - 10th St			Southbound - 10th St			Eastbound - Fresno St			Westbound - Fresno St		
Time			Vehicles	Bicycles	Peds	Vehicles	Bicycles	Peds	Vehicles	Bicycles	Peds	Vehicles	Bicycles	Peds
12:00 AM	to	1:00 AM	0	0	0	3	0	0	0	0	0	0	0	0
1:00 AM	to	2:00 AM	0	0	0	1	0	0	0	0	0	0	0	0
2:00 AM	to	3:00 AM	0	0	0	1	0	0	0	0	0	0	0	0
3:00 AM	to	4:00 AM	0	0	0	1	0	0	3	0	0	2	0	0
4:00 AM	to	5:00 AM	0	0	0	1	0	0	0	0	0	4	0	0
5:00 AM	to	6:00 AM	0	0	0	11	0	0	0	0	0	4	0	0
6:00 AM	to	7:00 AM	0	0	0	17	0	0	5	0	0	13	0	0
7:00 AM	to	8:00 AM	1	0	0	55	0	0	1	0	0	30	0	0
8:00 AM	to	9:00 AM	12	0	0	64	0	0	4	0	2	41	0	0
9:00 AM	to	10:00 AM	39	0	0	44	0	0	1	0	0	25	0	0
10:00 AM	to	11:00 AM	30	0	0	46	0	0	5	0	0	35	0	0
11:00 AM	to	12:00 PM	26	0	0	51	0	0	13	0	0	43	0	0
12:00 PM	to	1:00 PM	32	0	0	64	0	0	15	0	2	43	0	0
1:00 PM	to	2:00 PM	27	0	0	63	0	0	6	0	0	32	0	0
2:00 PM	to	3:00 PM	31	0	0	59	0	0	4	0	3	22	0	0
3:00 PM	to	4:00 PM	36	0	0	40	0	0	8	0	0	27	0	0
4:00 PM	to	5:00 PM	32	0	0	36	0	0	19	0	0	31	0	0
5:00 PM	to	6:00 PM	27	0	0	30	0	0	22	0	0	23	0	0
6:00 PM	to	7:00 PM	3	0	0	20	0	0	8	0	0	7	1	0
7:00 PM	to	8:00 PM	0	0	0	16	0	0	0	0	0	6	0	0
8:00 PM	to	9:00 PM	0	0	0	7	0	0	0	0	0	3	0	0
9:00 PM	to	10:00 PM	0	0	0	13	0	0	1	0	0	9	0	0
10:00 PM	to	11:00 PM	1	0	0	7	0	0	1	0	0	6	0	0
11:00 PM	to	12:00 AM	0	0	0	3	0	0	0	0	0	3	0	0
DAILY TOTALS			297	0	0	653	0	0	116	0	7	409	1	0

TOTALS	TOTALS	TOTALS	TOTALS
Vehicles	Bicycles	Peds	ALL
3	0	0	3
1	0	0	1
1	0	0	1
6	0	0	6
5	0	0	5
15	0	0	15
35	0	0	35
87	0	0	87
121	0	2	123
109	0	0	109
116	0	0	116
133	0	0	133
154	0	2	156
128	0	0	128
116	0	3	119
111	0	0	111
118	0	0	118
102	0	0	102
38	1	0	39
22	0	0	22
10	0	0	10
23	0	0	23
15	0	0	15
6	0	0	6
1475	1	7	1483

## MEMORANDUM

**To:** Thomas Gaffery  
City of Fowler

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**From:** Soo Ho Park PE, TE  
City Engineer

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**Subject:** All-way Stop Warrant Study: Main Street at 9th Street

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**Date:** September 26, 2023

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### BACKGROUND

This memorandum evaluates the appropriateness of converting the stop control at the intersection of Main Street and 9<sup>th</sup> Street from two-way to all-way. Main Street runs southwest to northeast, and 9<sup>th</sup> Street runs southeast to northwest. Both streets are designated local streets in the *City of Fowler 2040 General Plan*, adopted April 18, 2023. Main Street has no stop control, while 9<sup>th</sup> Street is controlled by stop signs, STOP pavement markings, and crosswalks. Both streets allow parallel parking and neither includes bike lanes.

### GUIDANCE

The installation of an unwarranted traffic control device is rarely advisable, often causing more delays and safety issues than prior to the installation. The *California Manual on Traffic Control Devices (CA MUTCD)* is the primary source of regulation and guidance for the application of stop signs and other traffic control devices. Section 2B.07 provides the following:

#### **Section 2B.07 Multi-Way Stop Applications**

Support:

<sup>01</sup> Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

<sup>02</sup> The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

*Guidance:*

<sup>03</sup> *The decision to install multi-way stop control should be based on an engineering study.*

<sup>04</sup> *The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*

- A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
- B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
- C. *Minimum volumes:*

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
  2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
  3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

05 Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

## DATA COLLECTION

Metro Traffic Data Inc. performed traffic counts at the intersection on August 24, 2023, including pedestrian and bicycle counts. Results for the eight highest volume hours are summarized in Table 1, with data sheets included as Attachment A.

Table 1: Highest Eight Hours of Traffic Volume					
	Hour	Vehicles - All Approaches	Veh. / Ped. / Bic. - Minor Approaches	Pedestrians	Bicycles
1	4:00 PM – 5:00 PM	89	43	0	0
2	12:00 PM – 1:00 PM	62	26	0	0
3	3:00 PM – 4:00 PM	53	24	0	0
4	5:00 PM – 6:00 PM	50	18	0	0
5	9:00 AM – 10:00 AM	44	28	0	0
6	10:00 AM – 11:00 AM	44	22	0	0
7	2:00 PM – 3:00 PM	43	26	0	0
8	8:00 AM – 9:00 AM	43	21	0	0

Provost & Pritchard staff consulted the Transportation Injury Mapping System accessing the Statewide Integrated Traffic Records System (TIMS/SWITRS) to assess recent collisions. The past five most recent available years (2018 – 2022) were queried.

Section 4-4.301 of the Fowler City Ordinance establishes special speed zones.

Whenever, as authorized by the Vehicle Code of the State, the Council determines, upon the basis of an engineering and traffic survey, (1) that a speed equal to or greater than twenty-five (25) miles per hour would facilitate the orderly movement of traffic and be reasonable and safe upon any street, other than a State highway, otherwise subject to the Vehicle Code of the State prima facie limit of twenty-five (25) miles per hour, or (2) that the prima facie speed limit under State law is more than is reasonable and safe upon any street, the Council may determine and declare by resolution a special speed zone on such street, or a designated part of such street, in which zone the Council finds a different prima facie speed limit authorized to be established by the Vehicle Code of the State is more appropriate. Any such declared prima facie limit shall be effective when appropriate signs giving notice thereof are erected upon the street and shall not thereafter be revised, except upon the basis of an engineering and traffic survey.

(Ord. 10-6 § 4; Ord. 10-10 § 4; Ord. 80-3 § 1, 9-18-80)

The roadways approaching the studied intersection do not fall under any of the special zones outlined above. Therefore, the speed limit for all approaches is 25 mph.

## WARRANTS

Applying the guidance in Section 2B.07, Sub-sections 04 and 05 of the CA MUTCD to the conditions at the intersection resulting in the following conclusions:

**04 A. Interim Measure for a Traffic Signal:** None of the warrants for traffic volumes, unsafe conditions, or special conditions are met.

Conclusion: **Multi-way Stop Warrant not met**

**04 B. Crashes:** No collisions were reported at the intersection within the queried years referenced above.

Conclusion: **Multi-way Stop Warrant not met**

**04 C.1. Vehicular Volumes:** Hourly volumes ranged from 43 – 89 vehicles on all approaches, lower than the required threshold of 300 vehicles.

Conclusion: **Multi-way Stop Warrant not met**

**04 C.2. Vehicular, Pedestrian, and Bicycle Volumes:** The volumes for combined vehicles, pedestrians, and bicycles ranged from 18 – 43 on the minor approaches, lower than the required threshold of 200 units.

Conclusion: **Multi-way Stop Warrant not met**

**04 C.3. Speed:** The speed limit for the major street is 25 mph, which does not exceed the 40-mph threshold for this warrant to apply.

Conclusion: **Multi-way Stop Warrant not met**

**04 D. 80% Threshold:** 80% thresholds of 240 vehicles for all approaches or 160 combined vehicles, pedestrians, and bicycles on minor approaches were not exceeded.

Conclusion: **Multi-way Stop Warrant not met**

**05 A. Left-turn Conflicts:** Engineering staff has not identified reasonable conflicts with left-turn movements.

Conclusion: **Multi-way Stop Warrant not met**

05 **B. Vehicle/Pedestrian Conflicts:** The total number of pedestrians navigating the intersection was four, and none were indicated in any of the eight highest traffic hours.

Conclusion: **Multi-way Stop Warrant not met**

05 **C. Sight Distance:** Engineering staff has not identified any sight distance issues. In addition, there are no traffic collisions that would suggest this warrant is met.

Conclusion: **Multi-way Stop Warrant not met**

05 **D. Collector Operations:** As neither roadway is designated as a collector, this warrant does not apply.

Conclusion: **Collector Operations Warrant not met**

## CONCLUSION

As none of the warrants designated in the CA MUTCD are met, it is our opinion that all-way stop control is not appropriate for the subject intersection. As an alternative mitigation, the installation of Type II bicycle lanes with adjacent on-street parking was evaluated for:

- 9<sup>th</sup> Street between Merced and Fresno Streets
- Main Street between 8<sup>th</sup> and 9<sup>th</sup> Streets

The proposed configuration would act as a road diet, providing a traffic calming measure for all legs of the intersection. In addition, they would connect to bicycle lanes already planned and grant funded on:

- 10<sup>th</sup> Street between Merced and Fresno Streets
- Fresno Street between 9<sup>th</sup> and 10<sup>th</sup> Streets

It is our engineering judgment that the installation of the aforementioned bicycle lanes and adjacent on-street parking is appropriate for the roadways forming the Main Street and 9<sup>th</sup> Street intersection.

In addition, we recommend City staff evaluate the installation of 25 MPH signs on both intersections to reflect the current prima facie (unposted) speed limit already in place.



**Metro Traffic Data Inc.**

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Hanford, CA 93230

800-975-6938 Phone/Fax  
www.metrotrafficdata.com

## Multi-Modal Approach Counts

Prepared For:

**Provost & Pritchard Consulting Group**  
130 North Garden Street  
Visalia, CA 93291

**LOCATION** Main St @ 9th St

**COUNTY** Fresno

**COLLECTION DATE** Thursday, August 24, 2023

**LATITUDE** 36.6271836

**LONGITUDE** -119.6810863

**WEATHER** Clear

			Northbound - 9th St			Southbound - 9th St			Eastbound - Main St			Westbound - Main St		
Time			Vehicles	Bicycles	Peds	Vehicles	Bicycles	Peds	Vehicles	Bicycles	Peds	Vehicles	Bicycles	Peds
12:00 AM	to	1:00 AM	1	0	0	2	0	0	0	0	0	2	0	0
1:00 AM	to	2:00 AM	0	0	0	0	0	0	0	0	0	1	0	0
2:00 AM	to	3:00 AM	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	to	4:00 AM	2	0	0	0	0	0	0	0	0	1	0	0
4:00 AM	to	5:00 AM	0	0	0	1	0	0	1	0	0	0	0	0
5:00 AM	to	6:00 AM	3	0	0	4	0	0	3	0	0	4	0	0
6:00 AM	to	7:00 AM	5	0	0	9	0	0	6	0	0	7	0	0
7:00 AM	to	8:00 AM	6	0	0	10	0	0	7	0	3	5	0	1
8:00 AM	to	9:00 AM	7	0	0	19	0	0	9	0	0	8	0	0
9:00 AM	to	10:00 AM	11	0	0	17	0	0	5	0	0	11	0	0
10:00 AM	to	11:00 AM	10	0	0	12	0	0	7	0	0	15	0	0
11:00 AM	to	12:00 PM	9	0	0	11	0	0	11	0	0	10	0	0
12:00 PM	to	1:00 PM	7	0	0	19	0	0	18	0	0	18	0	0
1:00 PM	to	2:00 PM	7	0	0	13	0	0	9	0	0	10	0	0
2:00 PM	to	3:00 PM	11	0	0	10	0	0	6	0	0	16	0	0
3:00 PM	to	4:00 PM	15	0	0	9	0	0	10	0	0	19	0	0
4:00 PM	to	5:00 PM	18	0	0	25	0	0	14	0	0	32	0	0
5:00 PM	to	6:00 PM	7	0	0	11	0	0	7	0	0	25	0	0
6:00 PM	to	7:00 PM	8	0	0	11	0	0	4	0	0	8	0	0
7:00 PM	to	8:00 PM	10	0	0	4	0	0	9	0	0	5	0	0
8:00 PM	to	9:00 PM	4	0	0	6	0	0	7	0	0	3	0	0
9:00 PM	to	10:00 PM	3	0	0	2	0	0	4	0	0	3	0	0
10:00 PM	to	11:00 PM	2	0	0	2	0	0	0	0	0	1	0	0
11:00 PM	to	12:00 AM	0	0	0	2	0	0	1	0	0	0	0	0
<b>DAILY TOTALS</b>			<b>146</b>	<b>0</b>	<b>0</b>	<b>199</b>	<b>0</b>	<b>0</b>	<b>138</b>	<b>0</b>	<b>3</b>	<b>204</b>	<b>0</b>	<b>1</b>

TOTALS	TOTALS	TOTALS	TOTALS
Vehicles	Bicycles	Peds	ALL
5	0	0	5
1	0	0	1
0	0	0	0
3	0	0	3
2	0	0	2
14	0	0	14
27	0	0	27
28	0	4	32
43	0	0	43
44	0	0	44
44	0	0	44
41	0	0	41
62	0	0	62
39	0	0	39
43	0	0	43
53	0	0	53
89	0	0	89
50	0	0	50
31	0	0	31
28	0	0	28
20	0	0	20
12	0	0	12
5	0	0	5
3	0	0	3
<b>687</b>	<b>0</b>	<b>4</b>	<b>691</b>



## MEMORANDUM

**To:** Thomas Gaffery  
City of Fowler

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**From:** Soo Ho Park PE, TE  
City Engineer

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**Subject:** All-way Stop Warrant Study: Temperance Avenue at Walter Avenue

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**Date:** September 26, 2023

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### BACKGROUND

This memorandum evaluates the appropriateness of converting the stop control at the intersection of Temperance Avenue at Walter Avenue from two-way to all-way. Temperance Avenue runs north/south and is designated an Arterial in the *City of Fowler 2040 General Plan*, adopted April 18, 2023. Walter Avenue runs east/west and is designated a Collector. The north leg of Temperance Avenue is controlled by a high-visibility school crosswalk, while Walter Avenue is controlled by stop signs and STOP pavement markings. Walter Avenue includes a bike lane on the north side of the west leg, and neither street allows on-street parking.

### GUIDANCE

The installation of an unwarranted traffic control device is rarely advisable, often causing more delays and safety issues than prior to the installation. The *California Manual on Traffic Control Devices (CA MUTCD)* is the primary source of regulation and guidance for the application of stop signs and other traffic control devices. Section 2B.07 provides the following:

#### **Section 2B.07 Multi-Way Stop Applications**

Support:

<sup>01</sup> Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

<sup>02</sup> The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

*Guidance:*

<sup>03</sup> *The decision to install multi-way stop control should be based on an engineering study.*

<sup>04</sup> *The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*

- A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
- B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
- C. *Minimum volumes:*

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
  2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
  3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

05 Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

## DATA COLLECTION

Metro Traffic Data Inc. performed traffic counts at the intersection on August 24, 2023, including pedestrian and bicycle counts. Results for the eight highest volume hours are summarized in Table 1, with data sheets included as Attachment A.

Table 1: Highest Eight Hours of Traffic Volume					
	Hour	Vehicles - All Approaches	Veh. / Ped. / Bic. - Minor Approaches	Pedestrians	Bicycles
1	3:00 PM – 4:00 PM	293	118	0	2
2	8:00 AM – 9:00 AM	288	126	0	0
3	4:00 PM – 5:00 PM	235	70	0	0
4	5:00 PM – 6:00 PM	220	35	1	0
5	7:00 AM – 8:00 AM	195	43	2	4
6	6:00 PM – 7:00 PM	190	59	0	1
7	2:00 PM – 3:00 PM	160	34	0	0
8	7:00 PM – 8:00 PM	141	53	2	1

Provost & Pritchard staff consulted the Transportation Injury Mapping System accessing the Statewide Integrated Traffic Records System (TIMS/SWITRS) to assess recent collisions. The past five most recent available years (2018 – 2022) were queried.

Section 4-4.301 of the Fowler City Ordinance establishes special speed zones.

Whenever, as authorized by the Vehicle Code of the State, the Council determines, upon the basis of an engineering and traffic survey, (1) that a speed equal to or greater than twenty-five (25) miles per hour would facilitate the orderly movement of traffic and be reasonable and safe upon any street, other than a State highway, otherwise subject to the Vehicle Code of the State prima facie limit of twenty-five (25) miles per hour, or (2) that the prima facie speed limit under State law is more than is reasonable and safe upon any street, the Council may determine and declare by resolution a special speed zone on such street, or a designated part of such street, in which zone the Council finds a different prima facie speed limit authorized to be established by the Vehicle Code of the State is more appropriate. Any such declared prima facie limit shall be effective when appropriate signs giving notice thereof are erected upon the street and shall not thereafter be revised, except upon the basis of an engineering and traffic survey.

(Ord. 10-6 § 4; Ord. 10-10 § 4; Ord. 80-3 § 1, 9-18-80)

Temperance Avenue has a posted speed limit of 35 mph on the north leg, with an unposted speed of 55 mph on the south leg outside of City limits. Walter Avenue is unposted, with an unposted speed of 25 mph.

## WARRANTS

Applying the guidance in Section 2B.07, Sub-sections 04 and 05 of the CA MUTCD to the conditions at the intersection resulting in the following conclusions:

**04 A. Interim Measure for a Traffic Signal:** None of the warrants for traffic volumes, unsafe conditions, or special conditions are met.

Conclusion: **Multi-way Stop Warrant not met**

**04 B. Crashes:** No collisions were reported at the intersection within the queried years referenced above.

Conclusion: **Multi-way Stop Warrant not met**

**04 C.1. Vehicular Volumes:** Hourly volumes ranged from 141-293 vehicles on all approaches, lower than the required threshold of 300 vehicles.

Conclusion: **Multi-way Stop Warrant not met**

**04 C.2. Vehicular, Pedestrian, and Bicycle Volumes:** The volumes for combined vehicles, pedestrians, and bicycles ranged from 34-126 on the minor approaches, lower than the required threshold of 200 units.

Conclusion: **Multi-way Stop Warrant not met**

**04 C.3. Speed:** 70% thresholds of 210 vehicles for all approaches or 140 combined vehicles, pedestrians, and bicycles on minor approaches were not exceeded.

Conclusion: **Multi-way Stop Warrant not met**

**04 D. 80% Threshold:** 80% thresholds of 240 vehicles for all approaches or 160 combined vehicles, pedestrians, and bicycles on minor approaches were not exceeded.

Conclusion: **Multi-way Stop Warrant not met**

**05 A. Left-turn Conflicts:** Engineering staff has not identified reasonable conflicts with left-turn movements.

Conclusion: **Multi-way Stop Warrant not met**

05 **B. Vehicle/Pedestrian Conflicts:** The total number of pedestrians navigating the intersection was eleven, with eight indicated within the eight highest traffic hours.

Conclusion: **Multi-way Stop Warrant not met**

05 **C. Sight Distance:** Engineering staff has not identified any sight distance issues. In addition, there are no traffic collisions that would suggest this warrant is met.

Conclusion: **Multi-way Stop Warrant not met**

05 **D. Collector Operations:** While Walter Avenue is designated as a collector, Temperance Avenue carries over double the number of vehicle trips. Therefore, an all-way stop control would not improve operations and would actually increase delays at the intersection.

Conclusion: **Collector Operations Warrant not met**

## CONCLUSION

As none of the warrants designated in the CA MUTCD are met, it is our opinion that all-way stop control is not appropriate for the subject intersection. As an alternative mitigation, the following revisions to the signage are recommended:

- Install a CROSS TRAFFIC DOES NOT STOP (W4-4P) sign — under the current stop sign on the east leg. This sign has already been installed on the west leg.
- Replace the existing pedestrian crossing signs with a School Crossing Assembly (S1-1 and W16-7P) with pedestrian-activated Rectangular Rapid Flashing Beacon (RRFB) on both sides of the existing high-visibility school crosswalk.
- Install School Advance Crossing (S1-1 and W16-9P) with pedestrian-activated RRFB on both north and south legs of the roadway.



**Metro Traffic Data Inc.**

310 N. Irwin Street - Suite 20  
Hanford, CA 93230

800-975-6938 Phone/Fax  
www.metrotrafficdata.com

## Multi-Modal Approach Counts

Prepared For:

**Provost & Pritchard Consulting Group**  
130 North Garden Street  
Visalia, CA 93291

**LOCATION** Temperance Ave @ Walter Ave

**COUNTY** Fresno

**COLLECTION DATE** Thursday, August 24, 2023

**LATITUDE** 36.6308279

**LONGITUDE** -119.664357

**WEATHER** Clear

			Northbound - Temperance			Southbound - Temperance			Eastbound - Walter			Westbound - Walter		
Time			Vehicles	Bicycles	Peds	Vehicles	Bicycles	Peds	Vehicles	Bicycles	Peds	Vehicles	Bicycles	Peds
12:00 AM	to	1:00 AM	7	0	0	5	0	0	3	0	0	0	0	0
1:00 AM	to	2:00 AM	4	0	0	1	0	0	1	0	0	5	0	0
2:00 AM	to	3:00 AM	2	0	0	5	0	0	0	0	0	2	0	0
3:00 AM	to	4:00 AM	2	0	0	3	0	0	0	0	0	1	0	0
4:00 AM	to	5:00 AM	6	0	0	11	0	0	1	0	0	4	0	0
5:00 AM	to	6:00 AM	31	0	0	43	0	0	7	0	0	14	0	0
6:00 AM	to	7:00 AM	37	0	0	57	0	3	9	0	0	14	0	0
7:00 AM	to	8:00 AM	57	0	0	96	1	4	22	1	0	20	0	0
8:00 AM	to	9:00 AM	66	0	0	96	0	0	98	0	0	28	0	0
9:00 AM	to	10:00 AM	32	0	0	47	0	0	11	0	0	14	0	0
10:00 AM	to	11:00 AM	34	0	0	31	0	0	16	0	0	11	1	0
11:00 AM	to	12:00 PM	37	0	0	44	0	0	18	1	0	18	0	0
12:00 PM	to	1:00 PM	39	0	0	54	0	0	24	0	0	16	0	0
1:00 PM	to	2:00 PM	48	0	0	60	0	0	16	0	0	13	0	0
2:00 PM	to	3:00 PM	65	0	0	61	0	0	16	0	0	18	0	0
3:00 PM	to	4:00 PM	97	0	0	78	0	2	86	0	0	32	0	0
4:00 PM	to	5:00 PM	75	0	0	90	0	0	55	0	0	15	0	0
5:00 PM	to	6:00 PM	100	1	0	85	0	0	19	0	0	16	0	0
6:00 PM	to	7:00 PM	64	0	0	67	0	1	31	0	0	28	0	0
7:00 PM	to	8:00 PM	59	0	0	31	0	1	37	0	0	14	2	0
8:00 PM	to	9:00 PM	37	0	0	34	0	0	15	0	0	6	0	0
9:00 PM	to	10:00 PM	34	0	0	13	0	0	7	0	0	3	0	0
10:00 PM	to	11:00 PM	14	0	0	8	0	0	3	0	0	2	0	0
11:00 PM	to	12:00 AM	5	0	0	4	0	0	4	0	0	1	0	0
<b>DAILY TOTALS</b>			<b>952</b>	<b>1</b>	<b>0</b>	<b>1024</b>	<b>1</b>	<b>11</b>	<b>499</b>	<b>2</b>	<b>0</b>	<b>295</b>	<b>3</b>	<b>0</b>

TOTALS	TOTALS	TOTALS	TOTALS
Vehicles	Bicycles	Peds	ALL
15	0	0	15
11	0	0	11
9	0	0	9
6	0	0	6
22	0	0	22
95	0	0	95
117	0	3	120
195	2	4	201
288	0	0	288
104	0	0	104
92	1	0	93
117	1	0	118
133	0	0	133
137	0	0	137
160	0	0	160
293	0	2	295
235	0	0	235
220	1	0	221
190	0	1	191
141	2	1	144
92	0	0	92
57	0	0	57
27	0	0	27
14	0	0	14
<b>2770</b>	<b>7</b>	<b>11</b>	<b>2788</b>



## CITY COUNCIL MEETING

### **REPORT TO THE CITY COUNCIL**

**DATE:** October 3, 2023

**FROM:** SOO HO PARK, City Engineer

**SUBJECT:** APPROVE Resolution 2681 Approving List of Projects for 2023 Surface Transportation Block Grant Funding and Committing to Timely Use of Funding

---

### **EXECUTIVE SUMMARY**

A Council resolution is a requirement of the Surface Transportation Block Grant (STBG) federal funding application.

### **BACKGROUND**

On July 8, 2023, the Fresno Council of Governments (FCOG) Policy Board initiated the 2023-24 Surface Transportation Block Grant (STBG) Call for Projects. Projects will be awarded based on Regional Competitive Bids.

The grant application packages for the regional bid funds are due on October 6, 2023.

Staff identified potential projects that are eligible to receive STBG funding. Staff reviewed projects identified based on Pavement Condition Index reported in the May 2019 Pavement Management System Implementation Report and needs identified by staff. Staff reviewed projects identified in the FCOG Federal Transportation Improvement Program (FTIP). Based on that, staff recommend the following four projects:

1. South Avenue Improvements - Fowler Avenue to Stanford Avenue
2. 5th Street Improvements - Main Street to Harris Court
3. Fowler Avenue Improvements – Adams Avenue to 640 feet south of Clayton Avenue

### **PUBLIC NOTICE**

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

### **ENVIRONMENTAL REVIEW**

This action does not constitute a “project” pursuant to the California Environmental Quality Act.

## **GENERAL PLAN CONSISTENCY**

This action is consistent with:

### General Plan Goal MOB-4

The circulation system is adequately maintained.

### General Plan Policy MOB-28

Seek all available means to finance improvements, including State and Federal grants.

## **FISCAL IMPACT**

Projects would be programmed in FY 24-25 and FY 25-26. Measure C funds will be used to provide the 11.47% local match required for the STBG funded projects.

## **CONFLICT OF INTEREST**

Mayor Pro Tem Juan Meija owns property within 500 feet of the Tuolumne Street Improvements.

### Attachments:

- Resolution No. 2681

**RESOLUTION NO. 2681**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER APPROVING LIST OF PROJECTS FOR 2023 SURFACE TRANSPORTATION BLOCK GRANT (STBG) FUNDING AND COMMITTING TO TIMELY USE OF FUNDING**

**WHEREAS**, AB 1012 has been enacted into State Law in part to provide for the “timely use” of State and Federal funding; and

**WHEREAS**, the City of Fowler has submitted an application with a list of projects for Federal and State funding under the Surface Transportation Block Grant (STBG) Program;

**WHEREAS**, the City of Fowler desires to ensure that its projects are delivered in a timely manner to preclude the Fresno Region from losing those funds for non-delivery; and

**WHEREAS**, it is understood by the City of Fowler that failure for not meeting project delivery dates for any phase of a project may jeopardize federal or state funding to the Region; and

**WHEREAS**, the City of Fowler must demonstrate dedicated and available local matching funds; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fowler, based on the staff report and presentation by City staff during the October 3, 2023, City Council meeting, hereby finds that the City has sufficient matching funds available for the projects listed in the City’s 2023 STBG grant funding application.

**BE IT FURTHER RESOLVED**, that the City Council of the City of Fowler hereby directs the City Manager and other City staff as appropriate to ensure all projects are carried out in a timely manner in accordance with applicable STBG funding requirements.

**PASSED, APPROVED AND ADOPTED** this 3rd day of October 2023, at a regular meeting of the Fowler City Council by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

**APPROVED:**

\_\_\_\_\_  
Daniel T. Parra, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Vasquez, City Clerk





## CITY COUNCIL MEETING

### **REPORT TO THE CITY COUNCIL**

**DATE:** October 3, 2023

**FROM:** DAWN E. MARPLE, City Planner

**SUBJECT:** APPROVE Resolution No. 2683, denying Street Vacation No. 22-18, which would summarily vacate a portion of the existing East Sumner Avenue right-of-way and quitclaim it to the abutting parcels.

---

### **EXECUTIVE SUMMARY**

Street Vacation No. 22-18 proposes to summarily vacate a portion of the East Sumner Avenue right-of-way, abutting Assessor's Parcel Numbers (APNs) 343-110-12 and 343-340-01. Such action would relinquish City ownership of the land, quitclaiming it to the abutting parcels.

### **BACKGROUND**

The proposed street vacation is located at the curve of Sumner Avenue between SR 99 and Magnolia Avenue, northwest of the existing Johnny Quik convenience store and Valero gas station. The property owner of APN 343-110-12 has requested that the City consider vacating this portion of the right-of-way in order to eliminate a "paper street", a situation where a right-of-way exists but is not improved. The proposed vacation is approximately 40 feet in width and currently contains some existing storm drainage infrastructure and an existing Pacific Gas & Electric transmission line and utility pole.

Streets and Highways Code Section 8331 provides that a local agency may summarily vacate a street or highway so long as: (1) the street or highway has been impassable for vehicular travel for a period of five (5) consecutive years, and (2) no public money was used for the maintenance of the street or highway during such period. The subject right-of-way meets these conditions. Accordingly, a local agency may summarily vacate an excess right-of-way of a street or highway not required for street or highway purposes. (Streets & Highway Code Section 8334, subdivision (a).)

Pursuant to Government Code Section 65402, subdivision (a), the Planning Commission must render a determination as to whether the proposed street vacation is in conformance with the City's General Plan. The Planning Commission shall then forward a report containing that determination to the City Council. The City Council must then take action upon the Planning Commission's report. If ultimately approved, the right-of-way vacation would result in the City

quitclaiming approximately half of the width of the right-of-way to each of the two abutting parcels, while maintaining a public utility easement within the vacated area. The two portions of land conveyed to the two owners of these parcels would acquire the planned land use and zoning of the parcel that each portion abuts. APN 343-110-12 is planned for Neighborhood Commercial land uses, while APN 343-110-02 is planned for General Commercial land uses. Both parcels are zoned C-H (Highway Commercial).

However, pursuant to Streets and Highways Code Section 8334.5, “a street, highway, or public service easement may not be summarily vacated if there are in-place public utility facilities that are in use and would be affected by the vacation”. As discussed above, there are existing storm drainage facilities and energy utilities within the boundaries of the proposed vacation. These utilities have the potential to be affected due to the proposed vacation.

The proposed Street Vacation was originally scheduled to be considered at the May 4, 2023 Planning Commission hearing, however it was rescheduled to June 1, 2023 due to the lack of a quorum. At the June 1, 2023 Planning Commission hearing, the Planning Commission made a finding that the proposed street vacation conforms to the City of Fowler General Plan.

As discussed above, subsequent to a finding of General Plan conformity by the Planning Commission, the City Council must now take action on Street Vacation No. 22-18.

## **PUBLIC NOTICE**

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

## **ENVIRONMENTAL REVIEW**

If approved, the City Council’s decision to summarily vacate a portion of right-of-way and quitclaiming it to the abutting parcels would not result in a direct physical change or reasonably foreseeable indirect physical change to the environment, nor is the City Council issuing a lease, permit, license, certificate, or other entitlement for use or making a recommendation about any such issuance. Therefore, approval of the proposed street vacation does not fall within the definition of a “project” pursuant to CEQA Guidelines Section 15378 and no further environmental review is required.

## **GENERAL PLAN CONSISTENCY**

The project was reviewed for conformity with the General Plan and was found to be in conformance by the Planning Commission. The project would not create an inconsistency with the adopted General Plan.

## **FISCAL IMPACT**

There would be minimal impact to property tax revenue generated by the approval of Street Vacation No. 22-18. The City does not currently pay tax on the land proposed for vacation.

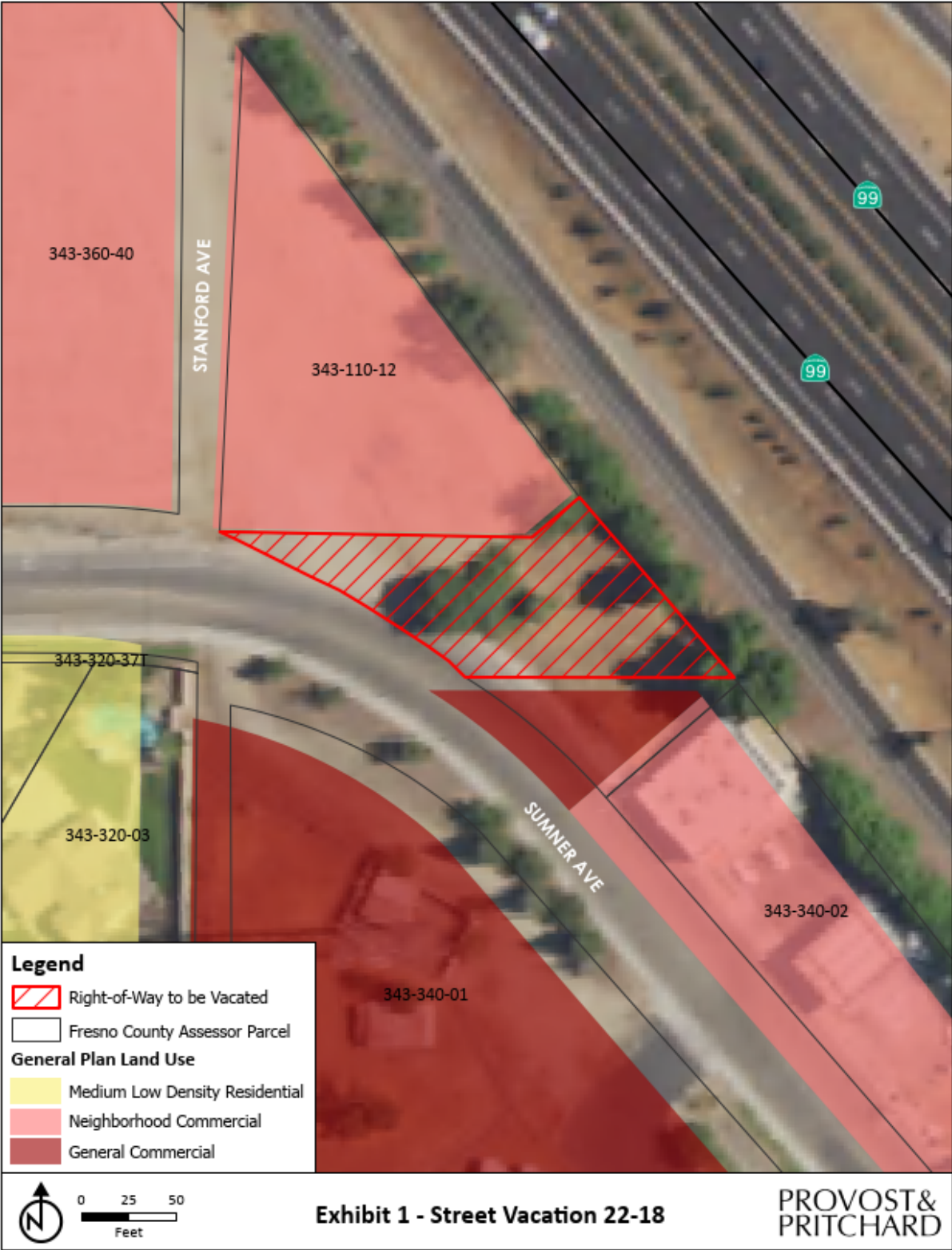
## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### **Attachments**

- Exhibit 1: Street Vacation No. 22-18
- Exhibit 2: Assessor's Map
- Resolution No. 2683

Exhibit 1: Street Vacation No. 22-18



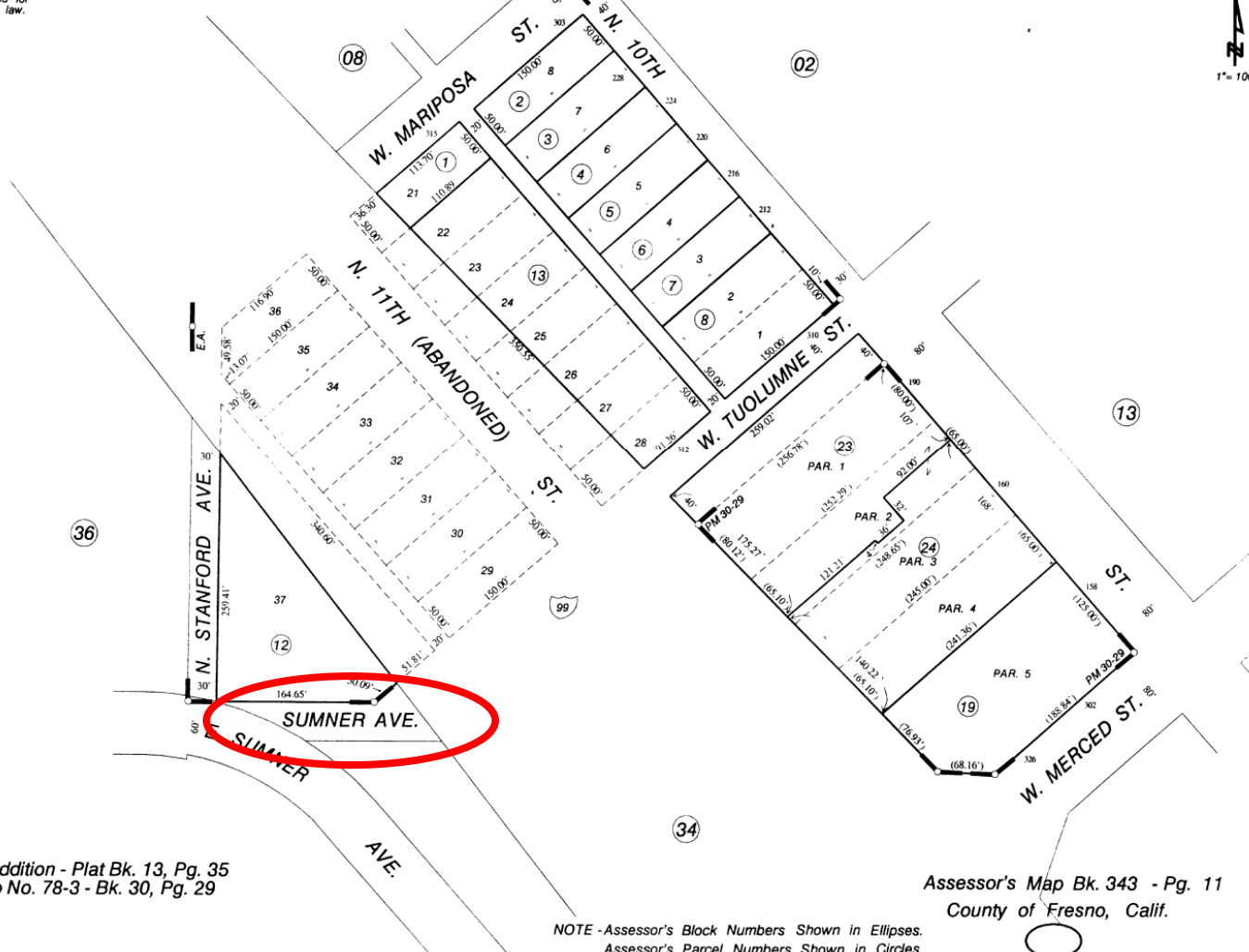
# Exhibit 2: Assessor's Map

--- NOTE ---  
This map is for Assessment purposes only.  
It is not to be construed as portraying  
legal ownership or divisions of land for  
purposes of zoning or subdivision law.

SUBDIVIDED LAND IN POR SEC. 16, T.15 S., R.21 E., M.D.B.& M.

Tax Rate Area  
4-016

343-11



Elmerlee Addition - Plat Bk. 13, Pg. 35  
Parcel Map No. 78-3 - Bk. 30, Pg. 29

Assessor's Map Bk. 343 - Pg. 11  
County of Fresno, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.

02-07-2011

**RESOLUTION NO. 2683****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITY OF FOWLER  
DENYING STREET VACATION NO. 22-18 WHICH PROPOSES TO SUMMARILY  
VACATE A PORTION OF AN EXISTING RIGHT-OF-WAY WITHIN  
EAST SUMNER AVENUE**

**WHEREAS**, Streets and Highways Code Division 9, Part 3, Chapter 4 authorizes local agencies to summarily vacate a street or highway in different circumstances, each an independent basis to effect a summary vacation of an easement; and

**WHEREAS**, Streets and Highways Code Section 8331 provides that the legislative body of a local agency may summarily vacate a street or highway if, for a period of five (5) consecutive years, the street or highway has been impassable for vehicular travel and no public money was expended for maintenance of the street or highway during such period; and

**WHEREAS**, Streets and Highways Code Section 8334, subdivision (a) provides that the legislative body of a local agency may summarily vacate an excess right-of-way of a street or highway not required for street or highway purposes; and

**WHEREAS**, the owner of Assessor's Parcel Number (APN) 343-110-12 has requested vacation of the portion of the East Sumner Avenue right-of-way that abuts APNs 343-110-12 and 343-110-02; and

**WHEREAS**, the City of Fowler is the sole owner of the easement and the easement does not continue through such ownership or end touching property of another; and

**WHEREAS**, pursuant to Government Code Section 65402, the City of Fowler Planning Commission must render a determination as to whether a proposed street vacation is in conformance with the City's General Plan; and

**WHEREAS**, at a regularly scheduled meeting of the Fowler Planning Commission on June 1, 2023, the Planning Commission considered Street Vacation No. 22-18 and found that the proposed street vacation was in conformance with the City's General Plan; and

**WHEREAS**, the Planning Commission forwarded their report and finding of conformity to the City Council for consideration of Street Vacation No. 22-18; and

**WHEREAS**, the City of Fowler City Council considered Street Vacation No. 22-18 at a regularly scheduled meeting on October 3, 2023; and

**WHEREAS**, pursuant to Streets and Highways Code Section 8334.5, a local agency may not summarily vacate a street, highway, or public service easement if there are in-place public utility facilities that are in use and would be affected by the vacation; and

**WHEREAS**, within the boundaries of the proposed street vacation there are existing storm drainage facilities and electrical utility facilities which have the potential to be affected by the proposed street vacation; and

**WHEREAS**, approval of Street Vacation No. 22-18 would result in conflict with Streets and Highways Code Section 8334.5 and staff is recommending denial of the proposal as a result.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fowler approves Resolution No. 2683, denying Street Vacation No. 22-18.

**PASSED, APPROVED AND ADOPTED** this 3rd day of October 2023, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**APPROVED:**

\_\_\_\_\_  
Daniel T. Parra, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Vasquez, City Clerk



## CITY COUNCIL MEETING

### **REPORT TO THE CITY COUNCIL**

**DATE:** October 3, 2023

**FROM:** MARGARITA MORENO, Finance Director

**SUBJECT:** INTRODUCTION of Ordinance No. 2023-09 to amend Section 2-1.302 of Article 3, of Chapter 1, of Title 2 regarding authorizations to sign warrants; and adding Chapter 10 to Title 3 of the Fowler Municipal Code regarding the adoption of policies relating to fiscal administration.

---

### **EXECUTIVE SUMMARY**

The proposed Ordinance modifies the individuals authorized to issue payments from the City's banking accounts and codifies various policies that shall be adopted by Council Resolution.

### **BACKGROUND**

This Ordinance clarifies the definition of payments from the City's banking accounts, removes the City Clerk as an authorized signer, and adds the Assistant City Manager as an authorized signer.

This Ordinance also codifies the requirement to adopt by Resolution a Purchasing Policy, Fixed Asset Policy, Policy on the Acceptance of Gifts to the City, and Credit Card Usage Policy.

The status of these policies is as follows:

#### Purchasing Policy

Currently adopted. Revisions are underway for consideration at a future City Council meeting.

#### Fixed Asset Policy

Currently adopted. Revisions are underway for consideration at a future City Council meeting.

#### Policy on the Acceptance of Gifts to the City

Currently adopted. Revisions will be presented at the October 17, 2023 City Council meeting.

#### Credit Card Usage Policy

Currently adopted.



**PUBLIC NOTICE**

A Notice of Public Hearing was published in *The Business Journal* on September 22, 2023, which is at least 10 days prior to the public hearing.

**ENVIRONMENTAL REVIEW**

This proposed Ordinance does not constitute a “project” for purposes of environmental review under the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15378. The proposed Ordinance does not have the potential for resulting in a direct physical change in the environment.

**GENERAL PLAN CONSISTENCY**

This action is not associated with a General Plan goal, policy, or action item.

**FISCAL IMPACT**

No direct fiscal impact is anticipated. The proposed Ordinance will enhance the City’s internal financial controls.

**CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

- Attachments
- Ordinance 2023-09

**ORDINANCE 2023-09**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOWLER AMENDING SECTION 2-1.302 OF ARTICLE 3, OF CHAPTER 1, OF TITLE 2 REGARDING AUTHORIZATIONS TO SIGN WARRANTS; AND ADDING CHAPTER 10 TO TITLE 3 OF THE FOWLER MUNICIPAL CODE REQUIRING THE ADOPTION OF VARIOUS CITY POLICIES BY RESOLUTION RELATING TO FISCAL ADMINISTRATION**

**WHEREAS**, strong internal controls and policies are an important practice in strong governance and accountability to residents; and

**WHEREAS**, these internal controls and policies shall be set by Council and reviewed from time to time for consistency and clarity; and

**WHEREAS**, the City Council now desires to amend the Fowler Municipal Code for purpose of clarity, consistency, and understanding relating to the authorization to sign warrants on behalf of the City and the City’s ability to adopt policies relating to fiscal administration.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FOWLER DOES ORDAIN AS FOLLOWS:**

**SECTION 1:** Section 2-1.302 of Article 3, of Chapter 1, of Title 2 of the Fowler Municipal Code is hereby amended to read as follows:

2-1.302 - Authority to sign warrants.

(a) For the purposes of this Article, the term “warrant” shall mean an order to the depository of City funds to pay a particular sum of money, including by check or electronic funds transfer.

(b) The following City officials shall have the authority to sign warrants drawn from ~~on the~~ City funds: Mayor, City Manager, Assistant City Manager, ~~City Clerk~~, and Finance Director. All warrants shall require signatures by two (2) of these officials.

**SECTION 2:** Chapter 10 is hereby added to Title 3 the Fowler Municipal Code to read as follows:

Chapter 10 – Fiscal Administration.

3-10.101 – Purchasing Policy.

The City Council shall adopt, by Resolution, a Purchasing Policy for those transactions that do not constitute public works projects subject to the California Public Contract Code.

3-10.201 – Fixed Asset Policy.

The City Council shall adopt, by Resolution, a Fixed Asset Policy to address acquisition, accounting, internal controls, and disposition of certain City property.

3-10.301 – Policy on the Acceptance of Gifts to the City.

The City Council shall adopt, by Resolution, a Policy on the Acceptance of Gifts to the City.

3-10.401 – Credit Card Usage Policy.

The City Council shall adopt, by Resolution, a Credit Card Usage Policy.

**SECTION 3.** The City Council has determined that the Ordinance does not constitute a “project” for the purposes of environmental review under the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15378.

**SECTION 4.** This Ordinance shall take effect thirty (30) days after its adoption.

**SECTION 5.** The City Clerk is further directed to cause this ordinance or a summary of this ordinance to be published once in a newspaper of general circulation published and circulated within the City of Fowler, within fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five (5) days prior to the City Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

The foregoing ordinance was introduced at a regular meeting of the City Council held on the October 3, 2023, and was adopted at a regular meeting of said Council held on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**APPROVED:**

\_\_\_\_\_  
Daniel T. Parra, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Vasquez, City Clerk



## CITY COUNCIL MEETING

### REPORT TO THE CITY COUNCIL

**DATE:** October 3, 2023

**FROM:** MICHAEL REID, Police Chief

**SUBJECT:** Items pertaining to Automated License Plate Readers:

- (1) APPROVE Resolution No. 2682 to adopt a Class 1 Categorical Exemption from CEQA and to approve the City of Fowler Police Department's implementation of Policy No. 207 regarding Automated License Plate Readers (ALPRs) and receive public comment regarding same in accordance with Civil Code section 1798.90.55, subdivision (a).
  - (2) APPROVE an agreement with Flock Group, Inc., (Flock) to purchase Automated License Plate Readers (ALPRs) in the amount of \$33,250.00.
- 

### EXECUTIVE SUMMARY

Approval of this item will allow the City to establish an Automated License Plate Reader (ALPR) program within the Police Department providing immediate access to critical information during criminal investigations.

### BACKGROUND

ALPRs have been used by law enforcement agencies across the country for many years and is an approved technology for law enforcement in the State of California. ALPR technology works by placing high resolution cameras at fixed locations. These cameras take digital pictures of license plates of vehicles traveling on public roadways and use optical character recognition (OCR) software to convert the image into an alpha-numeric character. This data is then searchable in law enforcement databases such as the stolen vehicle, Amber Alert, and Silver Alert databases for stolen property and missing people. In addition, ALPR technology dates and time stamps the images. This allows officers investigating a crime to review ALPR data to determine if a suspect vehicle was near an ALPR camera at a specific date and time.

As an example, officers looking for a vehicle used in a robbery at 3:00 a.m. can go to an ALPR database and look for any vehicle that was in the area at the time of the robbery. This allows investigators to begin an investigation by first identifying the registered owner of that vehicle, which provides invaluable initial information that could be used to identify a suspect. This is information that often cannot be obtained from security cameras located at a businesses or homes.

Similarly, if a vehicle goes by an ALPR camera that has been previously reported to law enforcement as stolen, the officers will be alerted and able to quickly respond to improve the chances of making an arrest and returning the stolen vehicle back to the rightful owner. The Flock ALPR systems allows law enforcement to respond to a stolen or wanted vehicle regardless of where the crime occurred as data between jurisdictions is shared.

There are more than 2,000 law enforcement agencies currently utilizing Flock systems across the United States. This includes the cities of Reedley, Orange Cove, Woodlake, Hanford, Farmersville, Lindsay, Mendota, Fresno, Livingston, McFarland, Wasco, Delano, and Porterville, who each use the Flock ALPR system.

### Privacy Rights

The Flock ALPR system employs sophisticated technology to protect the privacy rights of our community. Flock only captures digital images of license plates and vehicles on public roadways. Flock cameras do not have the ability to capture or store voices, noises, or pictures of pedestrians in the database. The Flock system does not utilize any facial recognition software or hardware, nor does Flock access any immigration databases to determine immigration status. Flock accesses only DMV registration records and vehicles entered into the California Law Enforcement Teletype System (CLETS).

This request is being presented to City Council for approval during an open meeting, allowing public comment to be entered into the record on the City's purchase and use of ALPR technology, consistent with the requirements of California Civil Code section 1798.90.55.

### Records Maintenance & Release

Data captured by the Flock ALPR system is digital evidence and shall only be stored within the cloud-based Flock data management system (Evidence.com) which is a part of the contract presented to the Council for approval. This platform is fully compliant with the FBI Criminal Justice Information Services standards.

The release of ALPR data to any third party will be processed in a manner consistent with Penal Code sections 832.7 and 841.5, Government Code section 7923.600, et seq. (the Public Records Act), and any other applicable state or federal laws, and current discovery request practices. Prior to the release of any ALPR data, other than to a county, state, or federal prosecutor's office for the purposes of criminal prosecution, said release will be with the express authorization of the Chief of Police or their designee.

### Cooperative Purchases

Pursuant to the City's Purchasing Policy, the City may forego a formal competitive bidding process through Cooperative Purchases so long as the vendor provides the City with prices equal to or less than the prices quoted to another public agency who awarded that vendor the contract.

On February 2, 2023, Redwood City California published RCPD2023-1, a Request for Proposals (RFP) in the San Mateo Daily Journal seeking "...written proposals to purchase automatic license plate reader (ALPR) equipment and support services, for installation of up to twenty-five

(25) fixed ALPRs placed along roadways near the entrances and exits of the City of Redwood City along with other strategic locations; inclusive of all required technology and services.”

On September 11, 2023, the City Council of Redwood City voted unanimously to award RFP RCPD2023-1 to Flock. A copy of the staff report is included in this packet for your review. Since the City is being provided with goods and services within the scope of Redwood’s formally published and procured contract with Flock, and since prices quoted to the City are equal to those provided to Redwood for the same goods and services, the City may enter into this agreement with Flock as a cooperative purchase without the need for formal bidding.

**PUBLIC NOTICE**

This item does not require a public hearing and was noticed as a part of the City Council Agenda. California Civil Code section 1798.90.55 requires that prior to the City implementing an ALPR system, that the City provide the opportunity for the public to comment on the City’s ALPR program that it intends to adopt. This requirement is being met through this item being agendized for a regular City Council meeting and a public comment period being made as a matter of course prior to adoption of this item.

**ENVIRONMENTAL REVIEW**

The installation of Flock cameras throughout the City is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines, Section 15301 (Class 1 – Existing Facilities). The installation of the Flock cameras would involve minor alteration of existing public facilities creating negligible or no expansion of the existing or former use.

**GENERAL PLAN CONSISTENCY**

This action is consistent with:

General Plan Policy PF-15

Incorporate new technologies and analytical tools into policing strategies to ensure efficiency of labor force.

**FISCAL IMPACT**

This is a two-year agreement totaling \$33,250.00.

Year-one of the contract totals \$18,250.00. This cost includes the annual lease cost for five (5) fixed location Flock cameras and the one-time implementation fee, installation costs, and database set up for each camera. It is recommended that Measure N funds be utilized for year one costs.

The year two costs for leasing the five (5) fixed locations cameras and access to the Flock database is \$15,000.00. These costs would be incorporated into the Police Department FY 2024-2025 budget request to City Council.

Following this initial two-year period, the contract automatically renews for another two-year term with annual recurring costs of \$15,000.00 per year, unless the City provides Flock with written notice of non-renewal at least thirty (30) days prior to the end of the then current term.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### **Attachments**

- Resolution No. 2682
- [Draft] Fowler Police Department Policy No. 207 - Automated License Plate Readers (ALPRs)
- Flock Proposal, Order Form, and Master Service Agreement
- Redwood City Staff Report and related attachments dated September 11, 2023



**RESOLUTION NO. 2682**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER**  
**ADOPTING A CLASS 1 CATEGORICAL EXEMPTION TO CEQA AND APPROVING**  
**ADOPTION OF A POLICY OF THE CITY OF FOWLER POLICE DEPARTMENT**  
**PERTAINING TO AUTOMATED LICENSE PLATE READERS**

**WHEREAS**, the Fower Chief of Police has demonstrated the need for exploring different methods for investigating crimes, including the use of Automated License Plate Readers (“ALPRs”); and

**WHEREAS**, California Civil Code section 1798.90.55 requires that prior to a public agency implementing an ALPR program, that the public be provided the opportunity for public comment at a regularly scheduled meeting; and

**WHEREAS**, on October 3, 2023, during a regularly scheduled public meeting, the City Council approved entering into an agreement with Flock Group, Inc. for the purchase and installation of ALPRs within the City; and

**WHEREAS**, the installation of ALPRs throughout the City would only involve minor alteration of existing public facilities creating negligible or no expansion of the existing or former use for the purposes of the California Environmental Quality Act (“CEQA”); and

**WHEREAS**, on October 3, 2023, during a regularly scheduled public meeting, the City Council has heard and considered public comment regarding the Fowler Police Department Policy No. 207, attached to this Resolution as **Exhibit A**, regarding the Fowler Police Department’s implementation and use of ALPRs within the City in accordance with Civil Code section 1798.90.55; and

**WHEREAS**, the City Council desires to adopt the Fowler Police Department Policy No. 207 to implement an ALPR program within the City.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Fowler that:

- (1) The installation and use of ALPRs throughout the City is categorically exempt from CEQA pursuant to CEQA Guidelines, Section 15301 (Class 1 – Existing Facilities).
- (2) The Fowler Police Department Policy No. 207, attached hereto as **Exhibit A**, is hereby approved and incorporated by reference herein as part of this Resolution and shall be effective immediately following the signing of this Resolution.

**PASSED APPROVED AND ADPOTED** on October 3, 2023, at a regular meeting of the City Council of the City of Fowler by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Daniel T. Parra, Mayor

ATTEST:

\_\_\_\_\_  
Angela Vasquez, City Clerk

# EXHIBIT A

## Automated License Plate Readers (ALPRs)

### 207.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

### 207.2 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Fowler Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Chief of Police or designee. The Chief of Police or designee will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

#### 207.2.1 ALPR ADMINISTRATOR

The Chief of Police or designee shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes but is not limited to (Civ. Code §§ 1798.90.51 – 1798.90.53):

- (a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (b) Training requirements for authorized users.
- (c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee in overseeing the ALPR operation.
- (f) Working with the Custodian of Records on the retention and destruction of ALPR data.
- (g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

### 207.3 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use or allow others to use the equipment or database records for any unauthorized purpose (Civ. Code §§ 1798.90.51 – 1798.90.53.)

- (a) An ALPR shall only be used for official law enforcement business.

### *Automated License Plate Readers (ALPRs)*

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- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) ALPR data may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPRs to canvass areas around homicides, shootings, and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training. (FPD Policy § 207.8.)
- (e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.
- (f) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

#### **207.4 DATA COLLECTION AND RETENTION**

The Chief of Police or designee is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data.

All ALPR data downloaded to the server should be stored for a minimum of one (1) year (Gov. Code § 34090.6) and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

#### **207.5 ACCOUNTABILITY**

All data will be closely safeguarded and protected by both procedural and technological means. The Fowler Police Department will observe the following safeguards regarding access to and use of stored data (Civ. Code §§ 1798.90.51 – 1798.90.53):

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civ. Code § 1798.90.52.)
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- (c) ALPR system audits should be conducted on a regular basis.

For security or data breaches, see the Records Release and Maintenance Policy.

## *Automated License Plate Readers (ALPRs)*

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### **207.6 POLICY**

The policy of the Fowler Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

### **207.7 RELEASING ALPR DATA**

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

- (a) The agency makes a written request for the ALPR data that includes:
  - 1. The name of the agency.
  - 2. The name of the person requesting.
  - 3. The intended purpose of obtaining the information.
- (b) The request is reviewed by the Administrative Operations Division Commander or the authorized designee and approved before the request is fulfilled.
- (c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (See FPD Policy § 804 and Civ. Code § 1798.90.55.)

### **207.8 TRAINING**

The Chief of Police or designee shall ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civ. Code §§ 1798.90.51 – 1798.90.53.)

**Flock Safety + CA - Fowler PD**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Caroline Fraher  
caroline.fraher@flocksafety.com  
3108443659

## Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

### Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

\*According to a 2019 study conducted by Cobb County Police Department

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## Introduction

### *Layer Intelligence to Solve More Crime*

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

## Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Simplified Search	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> <li>● Vehicle make</li> <li>● Body type</li> <li>● Color</li> <li>● License plates <ul style="list-style-type: none"> <li>○ Partial tags</li> <li>○ Missing tags</li> <li>○ Temporary tags</li> <li>○ State recognition</li> </ul> </li> <li>● Decals</li> <li>● Bumper stickers</li> <li>● Back racks</li> <li>● Top racks</li> </ul>
National and Local Sharing	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p><i>California SVS</i>  <i>FDLE</i>  <i>FL Expired Licenses</i>  <i>FL Expired Tags</i>  <i>FL Sanctioned Drivers</i>  <i>FL Sex Offenders</i>  <i>Georgia DOR</i>  <i>IL SOS</i>  <i>Illinois Leads</i>  <i>NCIC</i>  <i>NCMEC Amber Alert</i>  <i>REJIS</i>  <i>CCIC</i>  <i>FBI</i></p>
Real-time Alerts	<p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p>
Interactive ESRI Map	<p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p>
Vehicle Location Analysis	<p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p>



Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.\*

\*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>√ 1 Standard LPR Camera</p> <p>√ Unlimited LTE data service + Flock OS platform licenses</p> <p>√ 1 DOT breakaway pole</p> <p>√ Dual solar panels</p> <p>√ Permitting, installation, and ongoing maintenance</p>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>√ 1 LPR Camera</p> <p>√ Unlimited LTE data service + software licenses</p> <p>√ 1 portable mount with varying-sized band clamps</p> <p>√ 1 Charger for internal battery</p> <p>√ 1 hardshell carrying case</p>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>√ 1 Long-Range LPR Camera</p> <p>√ Computing device in protective poly case</p> <p>√ AC Power</p> <p>√ Permitting, installation, and ongoing maintenance</p>

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	<p>We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.</p> <p><i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i></p>
Public Relations	<p>Government Affairs</p> <p>Get support educating your stakeholders, including city councils and other governing bodies.</p> <p>Media Relations</p> <p>Share crimes solved in the local media with the help of our Public Relations team.</p>



EXHIBIT A  
**ORDER FORM**

Customer:	CA - Fowler PD	Initial Term:	24 Months
Legal Entity Name:	CA - Fowler PD	Renewal Term:	24 Months
Accounts Payable Email:	mreid@ci.fowler.ca.us	Payment Terms:	Net 30
Address:	128 S 5th St Fowler, California 93625	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

**Hardware and Software Products**  
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$15,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS ™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	5	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	5	\$3,250.00
<b>Subtotal Year 1:</b>			<b>\$18,250.00</b>
<b>Annual Recurring Subtotal:</b>			<b>\$15,000.00</b>
<b>Estimated Tax:</b>			<b>\$0.00</b>
<b>Contract Total:</b>			<b>\$33,250.00</b>

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

**Billing Schedule**

Section , Item10 B.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$18,250.00
Annual Recurring after Year 1	\$15,000.00
Contract Total	\$33,250.00

\*Tax not included

Product and Services Description

Section , Item10 B.

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: CA - Fowler PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 18 day of August 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).



**NOW, THEREFORE,** Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

## 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as “**Support Services**”).

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“**Service Suspension**”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

### 4. DATA USE AND LICENSING

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

## **5. CONFIDENTIALITY; DISCLOSURES**

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

**6.3 Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or



withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## 7. TERM AND TERMINATION

**7.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

**7.2 Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**7.3 Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

**8.1 Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

**8.2 Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

**8.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**8.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## **9. LIMITATION OF LIABILITY; INDEMNITY**

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

Section , Item10 B.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

**9.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

## 10. INSTALLATION SERVICES AND OBLIGATIONS

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## **11. MISCELLANEOUS**

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**11.7 Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.8 Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

**11.9 Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.



FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210  
ATLANTA, GA 30318  
ATTN: LEGAL DEPARTMENT  
EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B  
**INSURANCE**

Section , Item10 B.

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



# STAFF REPORT

## To the Honorable Mayor and City Council From the City Manager

**DATE:** September 11, 2023

### SUBJECT

Receive draft Automated License Plate Reader (ALPR) policy, receive public comment on the ALPR program in accordance with Civil Code § 1798.90.55(a), and approve purchase of 25 Flock Group, Inc. ALPR cameras for the City of Redwood City with a three-year service contract from Flock

### RECOMMENDATION

1. Receive Redwood City Police Department’s Draft Automated License Plate Readers Policy and public comment on proposed Automated License Plate Reader program; and
2. By motion, approve and authorize the City Manager to execute an agreement to purchase 25 Automated License Plate Reader cameras from Flock Group, Inc. with installation and a three-year service agreement, covering the time period September 2023 to September 2026 for a not-to-exceed amount of \$243,750.00.

### STRATEGIC PLAN GUIDING PRINCIPLE

Public Safety

### BACKGROUND

During the September 11<sup>th</sup> meeting, the Police Department will present the Department’s Draft Automated License Plate Readers Policy and request City Council approval to purchase 25 Automated License Plate Reader (“ALPR”) cameras from Flock. . Currently, Redwood City does not own any ALPR cameras but accesses ALPR data gathered by other jurisdictions. Staff is seeking to update the program by installing 25 Flock ALPR cameras at key locations throughout the City as well as utilizing recently-deployed Axon cameras in patrol vehicles that can collect ALPR information and are compatible with the Flock system. Staff is requesting the City Council receive the updated draft ALPR policy, which is revised to address the changes discussed above and also complies with AB 1463, new ALPR legislation proposed for California. Moreover, this is an opportunity for public comment on the system in accordance with the Civil Code.

The proposed ALPR system responds to both community demand and in an effort to leverage technology to improve our investigative efficiency. The Department has presented and received community feedback regarding the system at four different public meetings: two Police Advisory Committee meetings (one presentation on the technical specifications and uses of the system; and the second on the draft ALPR policy); one general community meeting (held May 1, 2023 at Main Library, in-person/Zoom, presented in English and Spanish), and one general community meeting in Redwood Shores in June 2023. Feedback has been generally positive, though we have heard concerns about privacy, data storage security, and misuse.

The system will consist of 25 cameras mounted at key locations throughout the City, which capture still images of passing vehicles. Patrol vehicles are also equipped with Axon cameras that will collect images and are compatible with the Flock system. Collected images are analyzed by system software and then searchable by license plate number, state of origin for the license plate, car color, car make, car model. The images will be stored and available for law enforcement use for 30 days.

ALPR systems are an effective investigative tool, used for both proactive and reactive law enforcement. Images captured by this system can be used to alert officers in real-time to the location of a stolen vehicle or a suspect vehicle in a crime, or the system can be used to investigate crimes after they occur, providing crucial evidence and investigative leads. The Flock ALPR system employs rigorous security measures, and all images and data are stored on encrypted cloud-based servers. The data is owned by the City of Redwood City, and access is restricted to authorized RCPD personnel and specific allied agencies that the department can choose to manually permit access. All searches are recorded, with a limited scope of authorized uses, and the system will be periodically audited to ensure compliance with policy and the law.

Over 2,000 cities nationwide actively utilize Flock ALPR systems, including most cities in San Mateo County. These cities include Atherton, Burlingame, Millbrae, Colma, Foster City, Hillsborough, San Mateo, San Bruno, South San Francisco, and numerous locations throughout unincorporated San Mateo County.

**ANALYSIS**

On February 2, 2023, the Redwood City Police Department issued a Request for Proposal (RFP), published on the City’s website and in the *San Mateo Daily Journal*. Six prospective vendors submitted proposals by the March 8, 2023 submission deadline.

Proposals received by March 8, 2023:

<u><b>VENDER</b></u>	<u><b>Proposed Price</b></u>
1) Flock	\$225,500.00 (price excluded installation)
2) Leonardo	\$270,654.00 (price excluded installation)
3) Utility	\$287,500.00 (price excluded installation)
4) Jenoptik	\$404,200.00 (price included installation)
5) Motorola	\$417,284.53 (price included installation)
6) Rekor	\$545,243.00 (price excluded installation)

After a review of the RFP proposals, staff determined that Flock was the lowest bid, represents the best value to the Department in proven field use with reliable references from nearby city departments and is the only company compatible with Evidence.com (current body worn camera software utilized by Redwood City Police Department). The Department is seeking approval to purchase 25 Automated License Plate Readers (ALPRs) from Flock for a price of \$243,750.00 (including installation of cameras and poles).

Agreement (year 1)	\$ 86,750.00	September 2023 – September 2024
Annual Recurring (year 2)	\$ 78,500.00	September 2024 – September 2025
Annual Recurring (year 3)	\$ 78,500.00	September 2025 – September 2026
<b>Total</b>	<b>\$243,750.00</b>	<b>September 2023 – September 2026</b>

EQUITY IMPACT STATEMENT

The implementation of ALPRs is a complex issue that requires careful consideration of its potential impacts on equity and social justice with our community. RCPD sought input from our community members through public meetings, held in person and by Zoom. Presentations were held in English and Spanish to understand our community concerns regarding ALPRs. During the presentations, we discussed how Flock’s ALPR cameras help community residents, businesses, and law enforcement work together to eliminate crime, protect privacy, and mitigate bias. In addition to allowing law enforcement to quickly identify the suspects of a crime, the current use of Flock ALPR cameras has enabled law enforcement to reduce innocent civilians from being contacted, deter crime, and recover property quickly. We discussed how the ALPR system operates, how the system will be used by RCPD, while ensuring that the technology does not disproportionately target or impact specific racial, ethnic, or socio-economic groups and established clear policies and procedures for ALPR deployment, data handling and access. We also confirmed that data from ALPRs will not be shared with Immigration Enforcement Agencies.

FISCAL IMPACT

The Department has previously set aside funds for this project in the FY2022-2023 Approved Budget. No additional appropriation is necessary at this time.

ENVIRONMENTAL REVIEW

Installation of Flock cameras at locations in the City is a project exempt under CEQA Guidelines, Section 15301 (Class 1. Existing Facilities) because it would involve the operation, permitting, or minor alteration of existing public facilities involving negligible or no expansion of existing or former use.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

The City Council may elect not to accept the recommended action and direct staff to pursue an alternative method to provide services.

ATTACHMENTS

Attachment A – RCPD ALPR Draft Policy  
Attachment B – Flock’s Proposal  
Attachment C – Flock Agreement

REPORT PREPARED BY:

Junsun Lee, Lieutenant  
jlee@redwoodcity.org  
(650) 780-7133

APPROVED BY:

Kristina Bell, Police Chief  
Melissa Stevenson Diaz, City Manager







EXHIBIT A  
**ORDER FORM**

Customer:	Redwood City PD	Initial Term:	36 Months
Legal Entity Name:	Redwood City PD	Renewal Term:	24 Months
Address:	1301 Maple St Redwood City, California 94063	Payment Terms:	Net 30
		Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

**Hardware and Software Products**  
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$78,500.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS ™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	25	Included
<b>Flock Safety FlockOS Add Ons</b>			
Flock Safety Advanced Search	\$3,500.00	1	\$3,500.00

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	2	\$1,300.00
Professional Services - Advanced Implementation Fee	\$1,900.00	2	\$3,800.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	21	\$3,150.00

<b>Subtotal Year 1:</b>	\$86,750.00
<b>Annual Recurring Subtotal:</b>	\$78,500.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$243,750.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for one successive renewal term of 24 months (“**Renewal Term**”) for an amount not to exceed \$157,000 unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Special terms:  
  
• N/A

**Billing Schedule**

Section , Item10 B.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$86,750.00
Annual Recurring after Year 1	\$78,500.00
Contract Total	\$243,750.00

\*Tax not included

Product and Services Description

Section , Item10 B.

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: City of Redwood City**

By: Mark Smith  
Mark Smith (Aug 31, 2023 11:21 PDT)  
Name: Mark Smith  
Title: General Counsel  
Date: August 31, 2023

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO Number: \_\_\_\_\_



CITY COUNCIL MEETING

**REPORT TO THE CITY COUNCIL**

**DATE:** October 3, 2023

**FROM:** MICHAEL REID, Police Chief

**SUBJECT:** APPROVE a five year agreement with AXON Enterprises Inc. (AXON) to purchase Body Worn Cameras (BWC) and Taser conducted energy devices in the amount of \$165,623.94.

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**EXECUTIVE SUMMARY**

Approval of this item will allow the City to establish a BWC program within the Police Department and to provide upgraded conducted energy devices for all sworn officers in the Fowler Police Department.

**BACKGROUND**

Body Worn Cameras

BWCs are an integral part of a modern and transparent law enforcement agency. BWCs allow police officers to record contacts with the public and enhance criminal investigations by recording these contacts and events as they occur, and by creating a permanent digital audio/video file that is kept on a secure, cloud-based platform. These recordings are then available to the officers to prepare crime reports, for prosecutors to assist in criminal filings, and for juries during criminal trials as they determine guilt or innocence.

In addition, BWC video can be used to improve law enforcement training, to improve our service delivery model to our community by reviewing officer interactions with the public, and to assist in those rare instances where the public has alleged police misconduct or a violation of policy. BWC recordings accurately document what occurred and cannot be manipulated by officers. Designated administrative rights within the cloud-based storage of BWC data tracks many statistical research points that would allow the Chief of Police to audit the system frequently and ensure BWC program efficacy.

BWC Video Retention & Release

Data captured by the BWC is digital evidence and shall only be stored in AXON’s cloud-based evidence.com storage platform, which is a part of the contract presented to the Council for approval. The evidence.com platform is fully compliant with the FBI Criminal Justice Information Services standards.

The release of video captured by the BWC to any third party will be processed in a manner consistent with Penal Code sections 832.7 and 841.5, Government Code section 7923.600, et seq. (the Public

Records Act), and any other applicable state or federal laws, and current discovery request practices. Prior to the release of any BWC data, other than to a county, state, or federal prosecutor’s office for the purposes of criminal prosecution, said release will be with the express authorization of the City Attorney and the City Manager, or their designee.

Conducted Energy Device

City Council approval of this agreement would also include exchanging our older conducted energy devices (Tasers) for newer models with additional safety features. One current problem faced by the Police Department is that some of the issued Tasers are based on old technology and are antiquated. This agreement would ensure that every officer in the Fowler Police Department has the most effective conducted energy devices assigned to them.

The Model 7 Taser included in this agreement also has a laser sighting system for more accurate deployment as well as a “double” cartridge system which eliminates the necessity of reloading a taser cartridge. This is an important officer safety enhancement when utilizing a conducted energy device during a critical incident.

Cooperative Purchases

Pursuant to the City’s Purchasing Policy, the City may forego a formal competitive bidding process through Cooperative Purchases so long as the vendor provides the City with prices equal to or less than the prices quoted to another public agency who awarded that vendor the contract. Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government. Documentation of Sourcewell’s competitive bid process for its contract with AXON (Contract No. 010720-AXN) is available on its website.<sup>1</sup>

AXON and Sourcewell executed Contract No. 010720-AXN on February 25, 2020, related to “Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories.” The parties then entered into an extension on of said contract on November 3, 2022. AXON has agreed to provide goods and services within the scope of its contract with Sourcewell to the City of Fowler Police Department at the same prices listed on the published Sourcewell Contract No.10720-AXN. The equipment contained in this agreement is listed in Contract No. 0170720-AXN as the AXON Officer Safety Plan (OSP 7).

Since the City is being provided with good and services within the scope of Sourcewell and AXON’s formally published and procured Contract No. 010720-AXN, and since the prices quoted to the City are equal to those provided to Sourcewell, the City may enter into this agreement with AXON as a cooperative purchase without the need for formal bidding.

**PUBLIC NOTICE**

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

**ENVIRONMENTAL REVIEW**

This action does not constitute a “project” pursuant to the California Environmental Quality Act.

<sup>1</sup> <https://www.sourcewell-mn.gov/cooperative-purchasing/010720-AXN>

**GENERAL PLAN CONSISTENCY**

This action is consistent with:

General Plan Policy PF-15

Incorporate new technologies and analytical tools into policing strategies to ensure efficiency of labor force.

**FISCAL IMPACT**

This is a five-year agreement between the City of Fowler and AXON Enterprises, Inc. The total cost of this agreement is \$165,623.94. The agreement cost is broken down as follows:

- Year 1: \$10,493.92. \$10,000 of this first year cost will be paid through a one-time grant from the State of California Bureau of State and Community Corrections funding as administered by the Fresno Police Department. The remaining \$493.92 will be paid using funds within the FY 2024 Police Department Budget.
- Years 2-5: \$38,623.94 each year. This amount will be requested each fiscal year during the term of the contract within the Police Department’s General Fund budget requests for fiscal years 2025 through 2028.

**CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

Attachments

- Sourcewell Piggyback Agreement
- AXON Quote Q-493410-45133.938DB
- Axon Master Services and Purchasing Agreement for Agency
- Draft Fowler Policy 343-Body Worn Cameras

**SOURCEWELL PIGGYBACK AGREEMENT**

**Sourcewell Contract #010720-AXN**

This agreement (“the Agreement”) is hereby made as of the date of last signature below, by the Fowler PD(“Agency”) and Axon Enterprise, Inc. (“Axon”). Collectively, Agency and Axon are the “Parties.”

WHEREAS, the Agency is desirous of having Axon provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories, as herein described; and

WHEREAS, Axon is a party to Contract No. 010720-AXN with Sourcewell dated February 25, 2020, related to “Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories” (the “Sourcewell Contract”), which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Sourcewell Contract to the Agency at the same prices chargeable to Sourcewell; and

WHEREAS, the goods and/or services required by the Agency and that the Agency seeks to obtain from Axon are within the scope of the Sourcewell Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the Sourcewell Contract for the goods and services detailed in Quote Q-493410 (the “Quote”) attached hereto as Exhibit A.
2. The term of this Agreement shall begin upon the date of last signature and shall continue until all subscriptions hereunder have expired or have been terminated. In the event the term of the subscriptions extends past the termination or expiration of the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement.

This Agreement, together with the Exhibit and Sourcewell Contract #010720-AXN, constitutes the entire agreement between the parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement. To the extent that the terms of the documents conflict, the terms of this Agreement shall control.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

**Axon Enterprise, Inc.**

**Agency**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Exhibit A  
(See Attached)



**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-493410-45176.642DB**

Issued: 09/07/2023

Quote Expiration: 10/06/2023

Estimated Contract Start Date: 12/01/2023

Account Number: 325965

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-128 S 5th St 128 S 5th St Fowler, CA 93625-2401 USA	Fowler Police Dept. - CA 128 S 5th St Fowler CA 93625-2401 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Birt Phone: Email: dbirt@axon.com Fax:	Michael Reid Phone: (559) 981-6069 Email: mreid@ci.fowler.ca.us Fax: (559) 834-1284

## Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$157,879.40</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$165,623.94</b>

## Discount Summary

Average Savings Per Year	\$5,032.56
<b>TOTAL SAVINGS</b>	<b>\$25,162.80</b>

## Payment Summary

Date	Subtotal	Tax	Total
Nov 2023	\$10,003.24	\$490.68	\$10,493.92
Nov 2024	\$36,969.04	\$1,813.52	\$38,782.56
Nov 2025	\$36,969.04	\$1,813.52	\$38,782.56
Nov 2026	\$36,969.04	\$1,813.52	\$38,782.56
Nov 2027	\$36,969.04	\$1,813.30	\$38,782.34
<b>Total</b>	<b>\$157,879.40</b>	<b>\$7,744.54</b>	<b>\$165,623.94</b>

Quote Unbundled Price:	
Quote List Price:	\$157,879.40
Quote Subtotal:	\$157,879.40

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
OSP7	OFFICER SAFETY PLAN 7	13	60	\$215.33	\$183.07	\$183.07	\$142,794.60	\$6,576.45	\$149,371.05
<b>A la Carte Hardware</b>									
AB3C	AB3 Camera Bundle	13			\$749.00	\$749.00	\$9,737.00	\$873.89	\$10,610.89
AB3MBD	AB3 Multi Bay Dock Bundle	2			\$1,638.90	\$1,638.90	\$3,277.80	\$294.20	\$3,572.00
<b>A la Carte Services</b>									
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1			\$495.00	\$495.00	\$495.00	\$0.00	\$495.00
80146	VIRTUAL BODYCAM STARTER	1			\$1,575.00	\$1,575.00	\$1,575.00	\$0.00	\$1,575.00
<b>Total</b>							<b>\$157,879.40</b>	<b>\$7,744.54</b>	<b>\$165,623.94</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	15	11/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	13	11/01/2023
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	15	11/01/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	11/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	11/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	2	11/01/2023
OFFICER SAFETY PLAN 7	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	13	11/01/2023
OFFICER SAFETY PLAN 7	20018	TASER BATTERY PACK, TACTICAL	15	11/01/2023
OFFICER SAFETY PLAN 7	20160	TASER 7 HOLSTER - SAFARILAND, RH+ CART CARRIER	13	11/01/2023
OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	39	11/01/2023
OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	26	11/01/2023
OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	39	11/01/2023
OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	26	11/01/2023
OFFICER SAFETY PLAN 7	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	26	11/01/2023
OFFICER SAFETY PLAN 7	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	26	11/01/2023
OFFICER SAFETY PLAN 7	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	13	11/01/2023
OFFICER SAFETY PLAN 7	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	13	11/01/2023
OFFICER SAFETY PLAN 7	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	11/01/2023
OFFICER SAFETY PLAN 7	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	11/01/2023
OFFICER SAFETY PLAN 7	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	26	11/01/2023
OFFICER SAFETY PLAN 7	74200	TASER 6-BAY DOCK AND CORE	1	11/01/2023
OFFICER SAFETY PLAN 7	75015	SIGNAL SIDEARM KIT	13	11/01/2023
OFFICER SAFETY PLAN 7	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	11/01/2023
OFFICER SAFETY PLAN 7	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	11/01/2023
OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	26	11/01/2024
OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	26	11/01/2024
OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	26	11/01/2025
OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	26	11/01/2025
OFFICER SAFETY PLAN 7	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	26	11/01/2025
OFFICER SAFETY PLAN 7	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	26	11/01/2025
OFFICER SAFETY PLAN 7	73309	AXON CAMERA REFRESH ONE	13	05/01/2026
OFFICER SAFETY PLAN 7	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	05/01/2026
OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	26	11/01/2026
OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	26	11/01/2026
OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	26	11/01/2027
OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	26	11/01/2027
OFFICER SAFETY PLAN 7	73310	AXON CAMERA REFRESH TWO	13	11/01/2028
OFFICER SAFETY PLAN 7	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	11/01/2028

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN 7	20248	TASER 7 EVIDENCE.COM LICENSE	13	12/01/2023	11/30/2028
OFFICER SAFETY PLAN 7	20248	TASER 7 EVIDENCE.COM LICENSE	1	12/01/2023	11/30/2028
OFFICER SAFETY PLAN 7	73449	RESPOND DEVICE LICENSE	13	12/01/2023	11/30/2028
OFFICER SAFETY PLAN 7	73638	STANDARDS ACCESS LICENSE	13	12/01/2023	11/30/2028
OFFICER SAFETY PLAN 7	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	13	12/01/2023	11/30/2028
OFFICER SAFETY PLAN 7	73746	PROFESSIONAL EVIDENCE.COM LICENSE	13	12/01/2023	11/30/2028

**Services**

Bundle	Item	Description	QTY
OFFICER SAFETY PLAN 7	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	13
A la Carte	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
A la Carte	80146	VIRTUAL BODYCAM STARTER	1

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN 7	80374	EXT WARRANTY, TASER 7 BATTERY PACK	15	11/01/2024	11/30/2028
OFFICER SAFETY PLAN 7	80395	EXT WARRANTY, TASER 7 HANDLE	13	11/01/2024	11/30/2028
OFFICER SAFETY PLAN 7	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	11/01/2024	11/30/2028
OFFICER SAFETY PLAN 7	80464	EXT WARRANTY, CAMERA (TAP)	13	11/01/2024	11/30/2028
OFFICER SAFETY PLAN 7	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	11/01/2024	11/30/2028

## Payment Details

Section , Item10 C.

### Nov 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$31.36	\$0.00	\$31.36
Year 1	80146	VIRTUAL BODYCAM STARTER	1	\$99.79	\$0.00	\$99.79
Year 1	AB3C	AB3 Camera Bundle	13	\$616.94	\$55.37	\$672.31
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$207.68	\$18.64	\$226.32
Year 1	OSP7	OFFICER SAFETY PLAN 7	13	\$9,047.47	\$416.67	\$9,464.14
<b>Total</b>				<b>\$10,003.24</b>	<b>\$490.68</b>	<b>\$10,493.92</b>

### Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$115.91	\$0.00	\$115.91
Year 2	80146	VIRTUAL BODYCAM STARTER	1	\$368.80	\$0.00	\$368.80
Year 2	AB3C	AB3 Camera Bundle	13	\$2,280.02	\$204.63	\$2,484.65
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$767.53	\$68.89	\$836.42
Year 2	OSP7	OFFICER SAFETY PLAN 7	13	\$33,436.78	\$1,540.00	\$34,976.78
<b>Total</b>				<b>\$36,969.04</b>	<b>\$1,813.52</b>	<b>\$38,782.56</b>

### Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$115.91	\$0.00	\$115.91
Year 3	80146	VIRTUAL BODYCAM STARTER	1	\$368.80	\$0.00	\$368.80
Year 3	AB3C	AB3 Camera Bundle	13	\$2,280.02	\$204.63	\$2,484.65
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$767.53	\$68.89	\$836.42
Year 3	OSP7	OFFICER SAFETY PLAN 7	13	\$33,436.78	\$1,540.00	\$34,976.78
<b>Total</b>				<b>\$36,969.04</b>	<b>\$1,813.52</b>	<b>\$38,782.56</b>

### Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$115.91	\$0.00	\$115.91
Year 4	80146	VIRTUAL BODYCAM STARTER	1	\$368.80	\$0.00	\$368.80
Year 4	AB3C	AB3 Camera Bundle	13	\$2,280.02	\$204.63	\$2,484.65
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$767.53	\$68.89	\$836.42
Year 4	OSP7	OFFICER SAFETY PLAN 7	13	\$33,436.78	\$1,540.00	\$34,976.78
<b>Total</b>				<b>\$36,969.04</b>	<b>\$1,813.52</b>	<b>\$38,782.56</b>

### Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$115.91	\$0.00	\$115.91
Year 5	80146	VIRTUAL BODYCAM STARTER	1	\$368.80	\$0.00	\$368.80
Year 5	AB3C	AB3 Camera Bundle	13	\$2,280.02	\$204.63	\$2,484.65
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$767.53	\$68.89	\$836.42

**Nov 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	OSP7	OFFICER SAFETY PLAN 7	13	\$33,436.78	\$1,539.78	\$34,976.56
<b>Total</b>				<b>\$36,969.04</b>	<b>\$1,813.30</b>	<b>\$38,782.34</b>

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

Contract Sourcwell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://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](http://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.



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Signature

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Date Signed

9/7/2023



This Master Services and Purchasing Agreement ("**Agreement**") is between Choose an item. ("**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 will govern 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. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within 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 Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

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

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices 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.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

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

7.3.1. If Agency exchanges an Axon 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.

- 7.4. **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.

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

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **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 twelve (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.**

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

- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between 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](http://www.axon.com/sales-terms-and-conditions), if any.

- 7.8. **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 any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all 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,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Release Date: 8/18/2023

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 for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See [www.axon.com/legal](http://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 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; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
  - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If 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 thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If 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 country, state, province, or municipality 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. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to [Choose an item.](#), Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to [legal@axon.com](mailto:legal@axon.com).
- 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:**

**AGENCY:**

[Choose an item.](#)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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**Axon Cloud Services Terms of Use Appendix**

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**1. Definitions.**

- a. **"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.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- c. **"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.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

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.
  - a. 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.
  - b. 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

**Master Services and Purchasing Agreement for Agency**

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

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 or OSP 10 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.
  - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
  - b. 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.
  - c. 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.
  - d. 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

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may limit usage should the Agency exceed an average rate of one-hundred (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:
  - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - b. 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;
  - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - f. 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
  - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve 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 ninety (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 1<sup>1</sup>. 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 Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

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<sup>1</sup> 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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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 six (6) months of the Effective Date.
- 2. Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (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 practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

#### System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for 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 (1) 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 one (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
- Troubleshoot IT issues with Axon Evidence and Dock access

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### 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 (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

### System set up and configuration

- Configure Axon Evidence categories & custom roles based on 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 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure agency settings based on Agency need
- Troubleshoot IT issues with Axon VR headset

#### Axon instructor training (Train the Trainer)

Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure agency settings based on Agency need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

#### Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

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

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

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13. **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.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by 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
15. **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 seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **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

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

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If 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 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP 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 ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. 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 thirty (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 thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3. 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 one (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. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6<sup>th</sup>) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
5. **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.

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

6. **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.
7. **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 the Quote specifies.
8. **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.
9. **Termination.** If payment for TASER 7 is more than thirty (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:
  - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.





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- 9.2. 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 thirty (30) days of the date of termination.
- 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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### TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "Duty Cartridge Replenishment Plan", 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 one (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 five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, 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.

<b><u>Agency Size</u></b>	<b><u>Days to Return from Start Date of TASER 10 Subscription</u></b>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty**. If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order**. To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only)**. If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.

**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 (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if 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 the 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 Fleet Appendix**

If Axon Fleet is included on the Quote, this Appendix applies.

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

**Master Services and Purchasing Agreement for Agency**

6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
  - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
  - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
  - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
  - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
  - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

**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.

**Master Services and Purchasing Agreement for Agency****Add-on Services Appendix**

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
  - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
  - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

**Master Services and Purchasing Agreement for Agency****Axon Auto-Transcribe Appendix**

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
  - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



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### Axon Virtual Reality Content Terms of Use Appendix

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If Virtual Reality is included on the Quote, this Appendix applies.

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

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**Axon Evidence Local Software Appendix**

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
  - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
  - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
  - 3.5. use trade secret information contained in Axon Evidence Local;
  - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
  - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
  - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.

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## Axon Application Programming Interface Appendix

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This Appendix applies if Axon's API Services are included on the Quote.

### 1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

### 2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

### 3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

### 4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

### 5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;

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- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
  - 5.3. the structure of and relationship of API Service resources; and
  - 5.4. the design of API Service, in any part or as a whole.
  6. **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
    - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
    - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
    - 6.3. misrepresent the source or ownership; or
    - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
  7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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### Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

**Master Services and Purchasing Agreement for Agency****Axon Channel Services Appendix**

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

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



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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

**Master Services and Purchasing Agreement for Agency****VIEVU Data Migration Appendix**

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
  - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
  - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.



## Master Services and Purchasing Agreement for Agency

### Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM **Service options are listed below:**

**Ongoing System Set-up and Configuration**

Assisting with assigning cameras and registering docks

Maintaining **Agency's Axon Evidence account**

Connecting Agency to "Early Access" programs for new devices

**Account Maintenance**

Conducting on-site training on new features and **devices for Agency leadership team(s)**

Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**

Conducting weekly meetings to cover current issues and program status

**Data Analysis**

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows

Comparing **Agency's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

**Direct Support**

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices

Proactively monitoring the health of **Axon equipment**

Creating and monitoring RMAs **on-site**

Providing Axon app support

Monitoring and testing new firmware and workflows before they are released to Agency's production environment

**Agency Advocacy**

Coordinating **bi-annual voice of customer meetings with Axon's Device Management team**

Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

- 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.
- 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.
- 3.4. The Regional TAM service options are listed below:

## Master Services and Purchasing Agreement for Agency

### Account Maintenance

Conducting remote training on new features and **devices for Agency's leadership**  
 Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**  
 Conducting weekly conference calls to cover **current issues and program status**  
 Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

### Direct Support

**Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices**  
 Creating and monitoring RMAs remotely

### Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**  
 Comparing an **Agency's Axon usage and trends to peers to establish best practices**  
 Proactively monitoring the health of Axon equipment and coordinating returns when needed

### Agency Advocacy

Coordinating bi-yearly Voice of **Agency meetings with Device Management team**  
 Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.

**Master Services and Purchasing Agreement for Agency****Axon Investigate Appendix**

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

## My90 Terms of Use Appendix

### Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.
- 1.3. **"Agency Data"** means
  - 1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.
  - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.
  - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
  - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.
  - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Agency Owns My90 Agency Content.** Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.
9. **Required Disclosures.** Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
  - 10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
  - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Agency Use of Aggregated Survey Response.** Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfillment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Agency Content.** With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to



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that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Agency is responsible for:
  - 18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
  - 18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;
  - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;
  - 18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Agency will:
  - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
  - 19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and
  - 19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Agency Responsibilities.** Agency is responsible for:
  - 20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;
  - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and
  - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations 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 My90 Agency Content or if account information is lost or stolen.
21. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

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risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

**22. My90 Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



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Schedule 1- Details of the Processing

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1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
- 1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;
  - 1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;
  - 1.3. Distribution of survey via multiple distribution channels such as text message;
  - 1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;
  - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
  - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;
  - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
  - 1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

## BODY WORN CAMERA SYSTEMS

### 343.1 PURPOSE AND SCOPE

To provide policy and procedures for use of the Body Worn Camera system (BWC) that includes both audio and video recording of field activity in the course of official police duties.

The use of the BWC system is meant to assist officers in the performance of their duties and provide documentary evidence of incidents such as: assisting officers in accurate report writing, protecting officers from unfounded allegations of misconduct, reducing time officers spend in court, and documenting law enforcement encounters. Officers shall utilize this device in accordance with the provisions in this policy to maximize the effectiveness of the audio/video documentation to achieve operational objectives, ensure evidence integrity, and enhance the mission of the Department.

In addition, the Fowler Police Department issues another digital audio recording device that can be used when the BWC equipment is either malfunctioning or impractical to use. Officers shall comply with FPD policy section 450 regarding the use of audio recorders.

### 343.2 PRIVACY

All recordings made by personnel acting in their official capacity as members of this department shall remain the property of the Department and should not be considered private, regardless of whether those recordings were made with department-issued or personally owned recorders.

### 343.3 PROCEDURE

When issuing cameras, priority will be given to uniformed patrol officers. When issued a BWC, Officers shall wear and utilize the BWC in accordance with this policy at all times when they may become involved in an enforcement situation. This includes any regular or overtime Officers are scheduled to work.

Officers may not wear a BWC unless they have completed the required department training on the use and function of the BWC.

Officers may not wear personally owned cameras to record work-related activity.

Officers shall test BWC equipment prior to going into service and ensure the unit is properly charged.

Officers shall position the camera to facilitate optimum recording field of view. Axon Flex model cameras may only be worn on the shoulder, head or collar with department authorized mounting systems. The Axon Body model shall be worn on the uniform shirt or carrier vest, facing forward, between the waist area and the shoulders.

Officers shall dock their issued camera for automated upload of BWC data files daily at the end of their shift at the docking station to ensure storage capacity is not exceeded and/or to view uploaded audio/video.

Officers operating take home vehicles may dock their camera at the end of their shift and then take their assigned vehicle home. It will be the responsibility of the officer to pick up their camera as soon as practical at the beginning of their next shift. It is recognized officers may make enforcement stops to and from work which may result in those stops not being recorded.

#### **343.4 USE OF RECORDER**

There are many situations where the use of the BWC is appropriate. This policy is not intended to describe every possible circumstance. In addition to the required conditions, officers should activate the system any time they feel its use would be appropriate and/or valuable to document an incident.

Unless it is unsafe or impractical to do so, or mechanical issues that impede the use of the device are present, officers shall make every reasonable effort to activate their BWC cameras prior to making contact in any of the following incidents:

- (a) Field encounters that may include, but are not limited to dispatched calls, self-initiated activities, traffic stops, vehicle checks, pedestrian checks, consensual encounters or any other investigative/enforcement encounters.
- (b) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording.
- (c) Officers may activate the BWC before or during any other incident at their discretion.
- (d) An officer shall have the latitude to end a recording upon completion or termination of the field encounter or contact. In most cases, the camera should remain activated and recording during the entire duration of the field encounters described above in (a). An officer is authorized to mute the BWC when confidential, sensitive, or tactical information may be recorded. When the muting function is activated, officers shall verbally indicate the reason for muting prior to activating the mute function. The mute function shall be disabled once the confidential, sensitive, or tactical information has been shared. It shall be deemed a violation of this policy for an officer to fail to activate the device or intentionally terminate a recording in order to commit a violation of law or department policy.
- (e) Officers shall not use the BWC recording functions to record any personal conversation of or between another department member or employee, or trainings and briefings without the recorded members/employee's knowledge or permission.
- (f) Officers have no obligation to advise the public that he or she is being recorded but may do so at their discretion. In cases where the public requests that they not be recorded, and the Officer agrees not to record, Officers should record their request prior to turning the camera off. When an Officer is already recording, he or she shall record their explanation prior to turning the camera off.

## BODY WORN CAMERA SYSTEMS

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### 343.4.1 VICTIMS AND WITNESSES

Officers should generally record interviews of crime victims and witnesses. Officers have no obligation to advise a victim or witness that he or she is being recorded but may do so at their discretion. In circumstances where victims or witnesses do not want to be recorded and the Officer agrees not to record, Officers should record their request prior to turning the camera off. When an Officer is already recording, he or she shall record their explanation prior to turning the camera off.

- (a) Witnesses - In the event a crime witness or a member of the community wishes to report or discuss criminal activity anonymously, officers have the discretion to not record.
- (b) Victims - Officers should record interviews of crime victims, unless otherwise requested by the victim. Upon request by the victim, officers have the discretion to not record the interview. Officers may offer to avert their camera to capture only audio during the interview, when doing so would facilitate obtaining the victim's recorded statement.

Unauthorized use, duplication, and/or distribution of BWC files are prohibited. Personnel shall not make copies of any BWC file for their personal use and are prohibited from using a recording device such as a phone camera or secondary video camera to record BWC files.

### 343.5 RESPONSIBILITIES

Personnel utilizing the BWC shall be responsible for the following:

- (a) Ensuring the camera is docked daily and the battery is fully charged and operating properly.
- (b) Immediately reporting unresolved equipment malfunctions and/or problems to their sergeants
- (c) Monitoring system effectiveness and making recommendations for operational improvement and policy revision.
- (d) Documenting the use of the BWC on one of the following:
  - 1. In the police report/computer entry that:
    - Documents that the incident was captured on BWC.
    - If the BWC was turned off prior to the completion of the incident, that should also be noted in the report and the reason explained for the video termination.
- (e) Once video of evidentiary value is captured, officers shall identify BWC files by:
  - 1. When assigned, noting the FPD case number in the Case ID Field.
  - 2. Entering a title. The title should include sufficient information to identify the file, such as crime code, suspect name, location, event, etc.
  - 3. Selecting the appropriate category(s).

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4. The information may be entered via mobile device, MDC, or FPD computer workstation via the EVIDENCE.COM website.

### 343.5.1 COORDINATOR

The Coordinator(s) are designated by the Chief of Police and have oversight responsibilities to include, but not limited to, the following:

- (a) Operation and user administration of the system.
- (b) System evaluation and maintenance.
- (c) Training.
- (d) Policy and procedure review and evaluation.
- (e) Coordination with IT and EVIDENCE.COM regarding system-related issues.
- (f) Ensure BWC files of evidentiary value are downloaded, secure and retained per this policy.
- (g) Ensure BWC files are reviewed and released in accordance with federal, state, local statutes and City of Fowler/Fowler Police Department retention policy.
- (h) The Coordinator or their designee will report unresolved deficiencies to AXON for immediate repair or replacement.

### 343.5.2 SERGEANTS

The sergeant's responsibilities are as follows:

- (a) Sergeants will ensure officers utilize the BWC according to policy guidelines.
- (b) Sergeants are to review recordings only as directed by the Chief of Police and/or his/her designee.
- (c) Sergeants shall ensure videos related to critical incidents are uploaded to EVIDENCE.COM.
- (d) Sergeants may have the ability to immediately resolve citizen complaints by reviewing video captured by the BWC. In those circumstances where a complaint is resolved with no further action needed, Sergeants shall add an additional category of citizen complaint to the video and make appropriate notes in the notes section of EVIDENCE.COM. This will allow the department to capture complaint incidents that are resolved by this camera system.
- (e) It shall be deemed a violation of this policy for a sergeants to review recordings for the sole purpose of searching for violations of department policy or law not related to a specific complaint or incident.
- (f) The sergeants shall contact the System Administrator or designee upon learning of any reported problems or malfunctions of issued BWC equipment.

### 343.6 REVIEW OF RECORDINGS

All access to the system is logged and subject to audit at any time. Access to the data from the system is permitted on a right to know, need to know basis. Employees authorized under this policy may review video according to the provisions of this policy.

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Once uploaded to EVIDENCE.COM, personnel may view their own audio/video data. EVIDENCE.COM automatically time/date stamps and records each access by officer name.

Prior to viewing any data, Officers shall document the specific reason for access on the video file page in the "NOTES" section.

An employee may review BWC files as it relates to:

- (a) Their involvement in an incident for the purposes of completing a criminal investigation and preparing official reports. Employees shall not retain personal copies of recordings. Employees should not use the fact that a video recording is available to write a less detailed report. The fact that BWC evidence exists for an incident shall be noted in the report.
- (b) Prior to courtroom testimony or for courtroom presentation.
- (c) Providing a statement pursuant to an administrative inquiry, including officer involved shooting investigations.
- (d) Critical Incidents: Officers are encouraged to consult legal representation and may review their video prior to providing a statement pursuant to an administrative inquiry.
  - 1. When safe and practical, an on scene sergeant or corporal may retrieve the BWC from the involved officer(s) at the scene. The sergeants will be responsible for assuring the camera is docked and uploaded into EVIDENCE.COM.
  - 2. Following a time sensitive critical incident, a video may only be viewed prior to being uploaded in EVIDENCE.COM:
    - When exigent circumstances occur, such as an officer being injured and to obtain identifying suspect information or other pertinent information.
    - To allow investigators to view the video in order to assist in an investigation.
- (e) For potential training purposes - the BWC video in question shall be reviewed by the Chief of Police or his/her designee first, to decide whether the content of the video supports further review by others to be used for training purposes, and upon first review is not or does not appear to have the potential to become evidence of an internal affairs investigation, complaint, or other civil action. The Chief of Police or his/her designee can, at any time, refuse to allow a BWC to be used for training purposes.
- (f) Employees may also review a BWC file if they are assigned to an official investigation as it relates to a personnel complaint, Internal Affairs investigation or other administrative investigations including use of force review, during disciplinary review, or as a result of the collision review.
- (g) In compliance with a public records request, if permitted, and in accordance with the Records release policy and state or federal laws as authorized by the Chief of Police or his/her designee.
- (h) Although the system is designed not to allow it, any tampering with or deletion of recordings is specifically prohibited.

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For official use, EVIDENCE.COM shall only be accessed from Department authorized computers or devices, Department workstations or MDC's.

Exception: Administrative users of EVIDENCE.COM may access EVIDENCE.COM from a computer or device outside of the Department for the purpose of completing administrative tasks, such as locking or unlocking users, etc.

The Chief of Police has the discretion to allow viewing or release of recorded files if the Chief determines it is in the best interest of the Police Department or the City of Fowler. When appropriate, every effort will be made to notify involved employees prior to release.

### **343.7 RELEASE OF OFFICIAL VIDEO TO THIRD PARTIES**

Some video captured by the AXON camera is evidence. The release of video captured by the AXON camera to any third party will be processed in a manner consistent with Penal Code Sections 832.7 and 841.5, Government Code section 7923.600 et. Seq. (the Public Records Act), any other state or federal laws, and current discovery request practices.

In General, video captured by the AXON camera shall not be released to third parties unless expressly authorized by the Chief of Police, or designee. In rare circumstances, the Chief of Police may elect to release video when the public interest served by the disclosure of the video outweighs the public interest served by the non-disclosure of the video.

When considering whether disclosure is warranted, the Chief of Police (or designee) should also consider the privacy rights and impacts of the disclosure on the involved individual member(s). Should the Chief of Police determine that disclosure is necessary, he/she should provide as much advance notice as practical to those involved member(s).

When video(s) have been authorized for release to a third party other than the District Attorney's office, the system coordinator, or his designee, should review the video and assess if redaction is necessary based on incident type or privacy laws.

A copy of the Fowler Police Department BWC policy has been posted to the department website: <https://fowlercivcity.org/wp-content/uploads/2019/12/FPD-Policy-Manual-2020.pdf>

When criminal charges are being sought in a case, all related recordings will be provided to the District Attorney's (DA's) office securely using AXON's evidence.com software.

#### **343.7.1 REQUEST FOR DELETION OF ACCIDENTAL RECORDING**

##### **Request for Deletion of Accidental Recording**

- (a) In the event of an accidental activation of the BWC where the resulting recording is of no investigative or evidentiary value, the recording employee may request that the BWC file be deleted by submitting an email request with sufficient information to locate the BWC file to the Chief of Police or designee who shall review the file, approve or deny the request, and forward to the on duty sergeant for action.

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### 343.7.2 COPYING PROCEDURES

- (a) A copy of the BWC file may be made by the involved officer in accordance with the provisions of this policy for evidence.
- (b) If the video is in fact evidence to a case, the officer may make a copy of the video for court appearances if necessary such as a request by the District Attorney.
- (c) A copy of the BWC file may be made for training purposes if authorized by the Chief of Police or his/her designee pursuant to section 343.6 (e) of this policy.
- (d) Other than as provided in this policy, no member of this Department shall download any video from EVIDENCE.COM onto any computer, device, drive, CD, DVD or any other format without the express consent of the Chief of Police.

### 343.7.3 USE OF BWC FILES FOR CRIMINAL OR INTERNAL INVESTIGATIONS

Investigators conducting criminal or internal investigations shall:

- (a) Advise the System Administrator to restrict access/public disclosure of the BWC file in criminal or internal investigations, when necessary.
- (b) Document the reason for access by entering the related Citizen Complaint or IA Case number on the BWC "NOTES" field prior to viewing.
- (c) Review the file to determine whether the BWC file is of evidentiary value and process in accordance with established procedures.
- (d) Notify the System Administrator to remove the access restriction when the investigation is closed.

### 343.7.4 USE OF BWC FILES FOR TRAINING PURPOSES

- (a) A BWC file may be utilized as a training tool for individuals, specific units, and the Department as a whole. A recommendation to utilize a BWC file for such purpose may come from any source.
- (b) A person recommending utilization of a BWC file for training purposes shall submit the recommendation through the chain of command to the Chief of Police or his designee.
- (c) If an involved officer or employee objects to the showing of a recording, his/her objection will be submitted to the Chief of Police or his designee to determine if the employee's objection outweighs the training value.
- (d) After a meeting with the affected employee and his/or chosen representative, the Chief of Police or designee shall review the recommendation and determine how best to utilize the BWC file considering the identity of the person(s) involved, sensitivity of the incident, and the benefit of utilizing the file versus other means (e.g. policy, Training Bulletin, Officer Safety Bulletin, briefing or other training – also see section 343.6 (e)).



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### **343.8 CATEGORY AND RETENTION**

Employees utilizing the BWC shall identify each video by category. In the event a video is taken that does not fall into a listed category and has no apparent evidentiary or administrative value, the officer may leave the video as uncategorized. Retention periods are established by the Chief of Police in accordance with state and federal mandates. Categories are selected based on the statutory retention requirements for the incident, and range from one year to an indefinite period of time. The following are approved identifying categories:

- - Call for Service-No Crime
  - Citizen Contact
  - Traffic Accident
  - Traffic Stop/Ped Check
  - Misdemeanor Arrest
  - Misdemeanor Investigation-No Arrest
  - Felony Arrest
  - Felony Investigation-No Arrest
  - Sex Crime
  - Use of Force
  - Officer Injury
  - Homicide/Death Investigation
  - Training
  - Other/Accidental Activation
  - Citizen Complaint / I.A.
  - WC Administrative Interview
  - K-9 Use (Handler Use Only)
  - Positive Encounter
  - SWAT Incident

### **343.9 AUDIT RESPONSIBILITIES**

The system coordinator, or his or her designee, will conduct periodic, random audits to ensure the AXON camera system is operating properly and the camera is being utilized in accordance with this policy.

Minor infractions, which do not demonstrate a pattern or practice of misconduct, regarding the use of AXON cameras and related equipment, should be viewed as training opportunities rather than a means to take disciplinary action.