



AGENDA

MARCH 18, 2025

REGULAR MEETING CITY COUNCIL CITY OF YUBA CITY

**6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL**

MAYOR	• Dave Shaw
VICE MAYOR	• Marc Boomgaarden
COUNCILMEMBER	• Wade Kirchner
COUNCILMEMBER	• Michael Pasquale
COUNCILMEMBER	• Toni Cole
CITY MANAGER	• Diana Langley
CITY ATTORNEY	• Shannon L. Chaffin

**1201 Civic Center Blvd
Yuba City CA 95993**

Wheelchair Accessible

*The City has adopted a Reasonable Accommodations Policy that provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. Please visit [yubacity.net ADA & Accessibility Resources page](http://yubacity.net/ADA&AccessibilityResources). If you need assistance in order to attend the City Council meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the City Council, the City is happy to help. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation; 72 hours in advance is suggested. Please contact City offices at (530) 822-4817 or **(TTY: 530-822-4732)**, so such aids or services can be arranged. Requests may also be made by email at cityclerk@yubacity.net or citymanager@yubacity.net or mail City Clerk, 1201 Civic Center Blvd, Yuba City, CA 95993.*

**AGENDA
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
MARCH 18, 2025
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL**

Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's office at 1201 Civic Center Blvd., Yuba City, during normal business hours. Such documents are also available on the City of Yuba City's website at www.yubacity.net, subject to staff's availability to post the documents before the meeting.

The Council Chambers will be open for public attendance and participation. The meeting will also be live streamed for public viewing, but not participation, at the following link: https://yubacity-net.zoom.us/webinar/register/WN_VPT7s1sZQ3SnK7oHpUSNIA. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

Public Comment:

Any member of the public wishing to address the City Council on any item listed on the closed session agenda will have an opportunity to present testimony to the City Council in the Council Chamber prior to the City Council convening into closed session. Comments from the public will be limited to three minutes. No member of the public will be allowed to be present once the City Council convenes into closed session.

Regular Meeting

Call to Order

Roll Call

☐ Mayor Shaw
☐ Vice Mayor Boomgaarden
☐ Councilmember Cole
☐ Councilmember Kirchner
☐ Councilmember Pasquale

Invocation/Inspiration

Pledge of Allegiance to the Flag

City Attorney's Report on Closed Session Items, City Attorney Shannon Chaffin

Agenda Modifications

Ceremonial Presentations

1. 2024 Officer of the Year - Detective Joe Swallow Proclamation

Public Communication

2. Appearance of Interested Citizens

You are welcome and encouraged to participate in this meeting. Public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction, including items not listed on the Agenda will be considered at this time. Public comment is limited to three minutes per speaker. Members of the public submitting written requests at least 24 hours prior to the meeting will be allotted five minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

Consent Calendar

All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time that Council votes on the motion unless members of the City Council request specific items to be discussed or removed from the Consent Calendar for individual action.

3. Minutes of the March 4, 2025 Regular Meeting of the City Council and March 10, 2025 Special Meeting of the City Council

Recommendation: Approve the Minutes of the March 4, 2025 Regular Meeting of the City Council and the minutes of the March 10, 2025 Special Meeting of the City Council

4. Police Department Body Worn and In-Car Camera Contract Renewal

Recommendation: Adopt a Resolution authorizing the City Manager or designee to renew the contract for body worn and in-car camera systems with Axon Enterprise, Inc. of Phoenix, AZ in the amount of \$154,946.07 with the finding that it is in the best interest of the City

5. Reconnecting Communities and Neighborhoods Grant Agreement - Signing Authority

Recommendation: Adopt a Resolution with the following actions:

A. Authorize the City Manager to enter into a Subrecipient Agreement with Sacramento Area Council of Governments to receive \$750,000 in grant funding for the Reconnecting Communities and Neighborhoods Grant through the US Department of Transportation and;

B. Authorize the Finance Director to make a supplemental appropriation of \$250,000 to CIP account 941353, and \$500,000 to CIP account 941354 to receive grant funds

6. 2024 Housing Element Annual Progress Report

Recommendation: A. Receive the 2024 Housing Element Annual Progress Report; and

B. Direct staff to file the report for calendar year 2024 with the State Department of Housing and Community Development

(HCD) and the Governor's Office of Planning and Research (OPR)

7. WTP Lime Pump and Lime Mixer Purchase

Recommendation: Adopt a Resolution with the following actions:

A. Award the purchase of four (4) Bredel-brand peristaltic pumps and two (2) control panels, to Misco Water of Pleasanton, CA in the amount of \$90,000.00, including contingency, for the Lime Storage and Feed System Upgrade Project, with the finding that it is in the best interest of the City

B. Award the purchase of one (1) Model GCDO-6 5HP mixer to Cleveland Mixer of Clinton, CT in the amount of \$17,000.00, including sales tax, freight, and contingency, for the Lime Storage and Feed System Upgrade Project, with the finding that it is in the best interest of the City

Business Items

8. Yuba-Sutter Economic Development Corporation - 2025-2030 Five-Year Comprehensive Economic Development Strategy (CEDS) Update, Public Works Project Update, and 2024 CEDS Annual Performance Evaluation

Recommendation: Adopt a Resolution approving the five-year 2025-2030 CEDS, the 2024 Comprehensive Economic Development Evaluation and Performance Report, and the updated Appendices I Public Works Projects and authorize its submittal to the United States Department of Commerce, Economic Development Administration

9. Letter of Commitment with Yuba County Sheriff's Department - Potential Future Agreement to Utilize RIMS Integrated Public Safety Software

Recommendation: A. Approve the City of Yuba City to sign a commitment letter with the Yuba County Sheriff's Department for a potential future agreement to utilize the Records Management Software, RIMS Integrated Public Safety Software, which would be fully funded by a prospective California Department of Justice National Criminal History Improvement Program (NCHIP 30) Grant

B. Adopt a Resolution authorizing the City Manager to sign and execute the commitment letter with the Yuba County Sheriff's Department for participation in the RIMS Integrated Public Safety Software System

10. Community Sponsorship Requests

Recommendation: Consider the sponsorship requests from Playzeum, and Shri Guru Ravidass Temple. If approved:

A. Adopt a Resolution approving the sponsorship requests from Playzeum

B. Adopt a Resolution to approve a monetary sponsorship request from the Shri Guru Ravidass Temple

11. Adventist Health – Ad Hoc Committee

Recommendation: Establish and designate two (2) Councilmembers to steer the Adventist Health Ad Hoc Committee for a period not to exceed one (1) year, unless additional action is taken by Council

Future Agenda Items

12. Future Agenda Items

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

13. City Manager's Report

14. City Council Reports

Adjournment



Proclamation

of the City Council

Detective Joe Swallow

In Recognition of your Selection as the 2024 Yuba City Police Department Officer of the Year

WHEREAS, Joe Swallow was hired as a Police Officer by the City of Yuba City on August 26, 2013 after a very competitive and comprehensive testing process; and

WHEREAS, in 2020, Joe was assigned to the Investigation Unit, where he has been instrumental in identifying and rescuing victims in his investigations, demonstrating his profound dedication to justice and helping the vulnerable members of our society; and

WHEREAS, Detective Swallow serves as a mentor and teacher to officers and investigators by passing on the knowledge and skills he has acquired throughout his law enforcement career aiding in the training of new officers; and

WHEREAS, Detective Swallow has a deep passion for human trafficking investigations and, in the past year alone played a vital role in two high-profile cases that led to multiple arrests; and

WHEREAS, Detective Swallow led operations targeting illicit massage parlors, helping improve the quality of life in our community; and

WHEREAS, Detective Swallow's dedication and tireless efforts bring great credit to the Yuba City Police Department and to the law enforcement profession; and

WHEREAS, he was recognized in 2024 as the Yuba City Police Department's Officer of the Year for his selfless dedication to his peers and the citizens of Yuba City.

NOW, THEREFORE, let it be resolved that I, Dave Shaw, Mayor of the City of Yuba City, on behalf of the entire Council and citizens we serve, do hereby congratulate Detective Joe Swallow on his selection as the 2024 Yuba City Police Department's Officer of the Year.

Done on this 18th day of March, 2025 in the City of Yuba City, County of Sutter, State of California

CITY OF YUBA CITY

Public Communication

Members of the public may address the City Council on items of interest that are within the City's jurisdiction. Individuals addressing general comments are encouraged to limit their statements.

Procedure

You are welcome and encouraged to participate in this meeting. Complete a Speaker Card located in the lobby and give to the Clerk, public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction, including items not listed on the Agenda, will be considered at this time.

When a matter is announced, wait to be recognized by the Mayor to provide your comments to the Council. Comments should begin by providing your name and place of residence. A three minute limit is requested when addressing Council.

Request for additional time to address Council

Members of the public submitting written requests at least 24 hours prior to the meeting will be allotted 5 minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

Procedure

When requesting to comment, please indicate your name and the topic and mail to:

City of Yuba City
Attn: City Clerk
1201 Civic Center Blvd
Yuba City CA 95993

Or email to:
Ciara Wakefield, City Clerk
cityclerk@yubacity.net

CITY OF YUBA CITY
STAFF REPORT

Date: March 18, 2025
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk

Summary

Subject: Minutes of the March 4, 2025 Regular Meeting of the City Council and March 10, 2025 Special Meeting of the City Council
Recommendation: Approve the Minutes of the March 4, 2025 Regular Meeting of the City Council and the minutes of the March 10, 2025 Special Meeting of the City Council
Fiscal Impact: None

Attachments:

1. 03-04-2025 Regular Meeting Minutes (DRAFT)
2. 03-10-2025 Special Meeting Minutes (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (DRAFT)
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
MARCH 4, 2025
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

Regular Meeting

The Regular Meeting of the City Council was called to order by Mayor Shaw at 6:00 PM

Roll Call

Present: Mayor Shaw and Councilmembers Boomgaarden, Kirchner, Shaw, and Pasquale

Absent: Councilmember Cole

Invocation/Inspiration

Pastor Dan Callaghan, Legacy Baptist Church

Pledge of Allegiance to the Flag

Councilmember Pasquale

Agenda Modifications

No changes were made

Public Communication

1. Appearance of Interested Citizens

No public comment

Consent Calendar

Councilmember Pasquale moved and Councilmember Kirchner seconded the motion to approve Consent Calendar items 2-4

2. Minutes of the February 18, 2025 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council

Approve the Minutes of the February 18, 2025 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council

3. Pioneer Community Energy Expansion to Include the City of Yuba City

Adopt **Ordinance 007-25** of the City Council of the City of Yuba City amending Title 5 of the Yuba City Municipal Code by adding Chapter 27 (Community Choice

Aggregation Program) to establish a Community Choice Aggregation Program in the City of Yuba City, by title only, and waive the second reading

4. Planning Commission Membership

Adopt by title only **Ordinance 006-25** of the City Council of the City of Yuba City repealing and replacing Sections 8-1.01 and 8-1.02 of Title 8, Chapter 1 of the Municipal Code regarding the Planning Commission membership and organization, and waive the second reading

The motion was passed with 4 votes [Cole absent]

Business Items

5. Presentation and Adoption of the Fire Hazard Severity Zones Ordinance

Mayor Shaw opened a Public Hearing

No public comment

Mayor Shaw closed the Public Hearing

Councilmember Kirchner moved and Councilmember Pasquale seconded the motion to:

Introduce by title only an Uncodified Ordinance of the City Council of the City of Yuba City adopting the fire hazard severity zoned by the State Fire Marshal for local responsibility areas, as determined and recommended by the State Fire Marshal pursuant to California Assembly Bill No. 211 and waive the first reading

The motion was passed with 4 votes [Cole absent]

6. California Citizens' Option for Public Safety (COPS) Grant FY 24/25 Recommended Expenditures

Mayor Shaw opened a Public Hearing

No public comment

Mayor Shaw closed the Public Hearing

Vice-Mayor Boomgaarden moved and Councilmember Pasquale seconded the motion to:

B. Adopt **Resolution 25-024** authorizing receipt, allocation and expenditure of the FY 2024-2025 State of California Citizens' Option for Public Safety Grant (COPS Grant)

C. Authorize the Chief Financial Officer to make budget adjustments as necessary

The motion was passed with 4 votes [Cole absent]

7. Employment Agreement - Interim Human Resources Director

Councilmember Pasquale moved and Vice-Mayor Boomgaarden seconded the motion to:

A. Adopt **Resolution 24-025** approving an Interim Director of Human Resources

- Employment Agreement between the City of Yuba City and Gina Rowland; and
- B. Adopt **Resolution 25-026** appointing Gina Rowland as an Interim Director of Human Resources

The motion was passed with 4 votes [Cole absent]

8. Employment Agreement - Interim City Manager

Mayor Shaw read aloud the rate of pay and benefits: *The Employee shall be paid at the rate of \$106.01 per hour, which aligns with the hourly rate for the current City Manager. There are no other benefits.*

Mayor Shaw moved and Vice-Mayor Boomgaarden seconded the motion to:

- A. Adopt **Resolution 25-027** approving an Interim City Manager Employment Agreement between the City of Yuba City and Robert Bendorf; and
- B. Adopt **Resolution 25-028** appointing Robert Bendorf as an Interim City Manager

The motion was passed with 4 votes [Cole absent]

9. California Department of Transportation Proposal for Improvements on State Route 20 at Humphrey Road

City Council considered the California Department of Transportation's proposal for the installation of a roundabout or traffic signal at the State Route 20 and Humphrey Road intersection. City Council did not take a formal position regarding the Humphrey Road proposal and instead directed staff to prepare a letter regarding ongoing safety concerns at El Margarita Road & Highway 20.

Future Agenda Items

10. Future Agenda Items

- Update on City property next to the Moose Lodge – Letter of Withdrawal from Habitat for Humanity
- Comprehensive report from Habitat for Humanity re: project status and funding
- Update on Joint Public Safety Dispatch project

Reports and Communications

11. City Manager's Report

12. City Council Reports

- Councilmember Kirchner
- Councilmember Pasquale
- Vice-Mayor Boomgaarden
- Mayor Shaw

Adjournment

Mayor Shaw adjourned the Regular Meeting of the City Council at 7:08 PM

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, City Clerk

ATTACHMENT 2

MINUTES (DRAFT)
CITY COUNCIL - CITY OF YUBA CITY
MARCH 10, 2025
5:30 P.M. SPECIAL MEETING
COUNCIL CHAMBERS/VIRTUAL

Special Meeting

The Special Meeting of the City Council was called to order by Mayor Shaw at 6:07 PM

Roll Call

Present: Mayor Shaw and Councilmembers Boomgaarden, Cole, Kirchner, and Pasquale

Absent: None

Pledge of Allegiance to the Flag

Vice-Mayor Boomgaarden

Public Communication

1. Appearance of Interested Citizens

No public comment

Business Items

2. Homekey 3.0 - Merriment Village - Habitat for Humanity

Johnny Burke spoke

No action taken. City Council discussed project status and provided staff direction regarding next steps

Adjournment

Mayor Shaw adjourned the Special Meeting of the City Council at 6:48 PM

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: March 18, 2025
To: Honorable Mayor & Members of the City Council;
From: Finance/IT Department
Presentation By: Brian Hansen, IT Manager

Summary

Subject: Police Department Body Worn and In-Car Camera Contract Renewal
Recommendation: Adopt a Resolution authorizing the City Manager or designee to renew the contract for body worn and in-car camera systems with Axon Enterprise, Inc. of Phoenix, AZ in the amount of \$154,946.07 with the finding that it is in the best interest of the City
Fiscal Impact: \$154,946.07 - Funds available in account 6630-63801 (Technology Replacement Fund)

Purpose:

Renew year 5 of a 5-year contract for body worn and in-car camera program currently utilized by the Police Department. Cameras improve officer safety and increase protection against civil liability by providing more advanced technology that is more user-friendly and reliable. Increase accountability and transparency for the Police Department.

Council's Strategic Goal:

This contract meets both the goal of increasing Public Safety and Fiscal Responsibility.

Background:

Body-worn cameras and in-car cameras are being utilized across the country by law enforcement to increase officer safety, accountability, transparency, and to reduce civil liability. Capturing critical incidents on video from the officer's perspective is a proven method to provide needed evidence in the prosecution of crimes and in the defense of actions by police officers. The Police Department has been utilizing body worn and in-car cameras since 2008. In 2020, the Police Department entered into a 5-year agreement with Axon Enterprise Inc. for body worn and in-car camera systems utilizing the Sourcewell contract #101223. Each year, staff has included Axon Enterprise in the Citywide Sole Source & Professional Services Purchases staff report for council approval. The council authorized purchases through Axon Enterprise of up to \$140,000 for the 2024/2025 budget year. Due to rising costs and added functionality and equipment added to this contract, the current amount due is \$154,946.07, exceeding the City Council's authorized amount of \$140,000.

Analysis:

Staff determined that, in order to renew our existing contract with Axon Enterprise, Inc. that additional authorization by the City Council is required to satisfy the City's purchasing policies. The contract is for existing services and equipment currently in use and therefore will need to be paid in order to not be in breach of our contract. Funds are available in account 6630-63801 so no additional funds will need to be allocated.

Fiscal Impact:

\$154,946.07 - Funds available in account 6630-63801 (Technology Replacement Fund)

Alternatives:

1. Direct staff to cancel contract and return equipment.

Recommendation:

Adopt a Resolution authorizing the City Manager or designee to renew the contract for body worn and in-car camera systems with Axon Enterprise, Inc. of Phoenix, AZ in the amount of \$154,946.07 with the finding that it is in the best interest of the City.

Attachments:

1. Police Department Body Worn and In-Car Camera Contract Renewal - Resolution

Prepared By:

Brian Hansen
IT Manager

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO RENEW THE CONTRACT FOR
BODY WORN AND IN-CAR CAMERA SYSTEMS WITH AXON ENTERPRISE, INC. OF
PHOENIX, AZ IN THE AMOUNT OF \$154,946.07 WITH THE FINDING THAT IT IS IN THE
BEST INTEREST OF THE CITY**

WHEREAS, the City of Yuba City desires to purchase Axon equipment and services; and

WHEREAS, the existing contract is in year 5 of a 5-year agreement; and

WHEREAS, Axon Enterprise, Inc. has provided invoices totaling \$154,946.07; and

WHEREAS, the City desires to fulfill the final year of the existing agreement with Axon Enterprise, Inc. in the amount of \$154,946.07 utilizing the Sourcewell contract #101223 with the finding that it is in the best interest of the City.

NOW, THEREFORE, be it resolved by the City Council of Yuba City as follows:

1. The City Council hereby authorizes the City Manager or designee to renew the contract for body worn and in-car camera systems with Axon Enterprise, Inc. of Phoenix, AZ in the amount of \$154,946.07 with the finding that it is in the best interest of the City.
2. This Resolution shall become effective immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 18th day of March, 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit(s):

- A. Axon Invoices
- B. Axon/Sourcewell Contract 101223

EXHIBIT A



Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 832176382
 UEI Number: TBW7MGPYURM7

BILL TO

Yuba City Police Dept. - CA
 1545 Poole Blvd
 Yuba City, CA 95993-2615
 USA

Invoice

Invoice ID	INUS275097
Invoice Account	107207
Date	23-Aug-24
Payment Term	Net 30 days
PO/DO #	
Quote #	Q-381104,
Sales Order #	
Terms of Delivery	FCA
Customer Reference	Q381104,

SHIP TO

Yuba City Police Dept. - CA
 1545 Poole Blvd
 Yuba City, CA 95993-2615
 USA

	Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Invoice Plan %			Amount
Bundled Line Subtotal								0.00
Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
1	1	50298	AXON INTERVIEW - CAMERA - OVERT DOME Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	796.00	1,592.00	46.89715%	746.60
2	1	50298	AXON INTERVIEW - CAMERA - OVERT DOME Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	796.00	1,592.00	13.27571%	211.35
3	1	50298	AXON INTERVIEW - CAMERA - OVERT DOME Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	796.00	1,592.00	13.27571%	211.35
4	1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC Tax Date 23-Aug-24 Shipment Date:	2.00	1,500.00	3,000.00	46.89715%	1,406.91

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number		Account Number		PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No		Bank Routing No		DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS275097	SWIFT Code		PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS275097	Reference No INUS275097	Tempe, AZ 85283
					Reference No INUS275097

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

Invoice

Invoice ID
Date
Page

INUS275097
23-Aug-24
2 of 6

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
5	1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC Tax Date 23-Aug-24 Shipment Date:	2.00	1,500.00	3,000.00	13.27571%	398.27
6	1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC Tax Date 23-Aug-24 Shipment Date:	2.00	1,500.00	3,000.00	13.27571%	398.27
7	1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED Tax Date 23-Aug-24 Shipment Date:	4.00	3,583.55	14,334.20	46.89715%	6,722.33
8	1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED Tax Date 23-Aug-24 Shipment Date:	4.00	3,583.55	14,334.20	13.27571%	1,902.97
9	1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED Tax Date 23-Aug-24 Shipment Date:	4.00	3,583.55	14,334.20	13.27571%	1,902.97
10	1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER Tax Date 23-Aug-24 Shipment Date:	2.00	1,750.00	3,500.00	46.89715%	1,641.40
11	1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER Tax Date 23-Aug-24 Shipment Date:	2.00	1,750.00	3,500.00	13.27571%	464.65
12	1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER Tax Date 23-Aug-24 Shipment Date:	2.00	1,750.00	3,500.00	13.27571%	464.65
13	1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL Tax Date 23-Aug-24 Shipment Date:	2.00	1,500.00	3,000.00	46.89715%	1,406.91
14	1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL Tax Date 23-Aug-24 Shipment Date:	2.00	1,500.00	3,000.00	13.27571%	398.27
15	1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL Tax Date 23-Aug-24 Shipment Date:	2.00	1,500.00	3,000.00	13.27571%	398.27
16	1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER Tax Date 23-Aug-24 Shipment Date:	2.00	1,750.20	3,500.40	46.89715%	1,641.59

Invoice

Invoice ID

INUS275097

Date

23-Aug-24

Page

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
17	1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER Tax Date 23-Aug-24 Shipment Date:	2.00	1,750.20	3,500.40	13.27571%	464.70
18	1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER Tax Date 23-Aug-24 Shipment Date:	2.00	1,750.20	3,500.40	13.27571%	464.70
19	1	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM) Tax Date 23-Aug-24 Shipment Date:	2.00	2,500.00	5,000.00	46.89715%	2,344.86
20	1	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM) Tax Date 23-Aug-24 Shipment Date:	2.00	2,500.00	5,000.00	13.27571%	663.79
21	1	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM) Tax Date 23-Aug-24 Shipment Date:	2.00	2,500.00	5,000.00	13.27571%	663.79
22	1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC) Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	196.50	393.00	46.89715%	184.31
23	1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC) Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	196.50	393.00	13.27571%	52.17
24	1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC) Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	196.50	393.00	13.27571%	52.17
25	1	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	595.00	1,190.00	46.89715%	558.08
26	1	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	595.00	1,190.00	13.27571%	157.98
27	1	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	595.00	1,190.00	13.27571%	157.98
28	1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC) Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	196.50	393.00	46.89715%	184.31

Invoice

Invoice ID
Date
Page

INUS275097
23-Aug-24
4 of 6

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
29	1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC) Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	196.50	393.00	13.27571%	52.17
30	1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC) Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	196.50	393.00	13.27571%	52.17
31	1	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	121.00	242.00	46.89715%	113.49
32	1	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	121.00	242.00	13.27571%	32.13
33	1	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	121.00	242.00	13.27571%	32.13
34	1	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	370.00	740.00	46.89715%	347.04
35	1	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	370.00	740.00	13.27571%	98.24
36	1	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	370.00	740.00	13.27571%	98.24
37	1	50448	AXON INTERVIEW - EXT WARRANTY Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	1,297.20	2,594.40	46.89715%	1,216.70
38	1	50448	AXON INTERVIEW - EXT WARRANTY Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	1,297.20	2,594.40	13.27571%	344.43
39	1	50448	AXON INTERVIEW - EXT WARRANTY Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	1,297.20	2,594.40	13.27571%	344.43
40	1	50322	AXON INTERVIEW - TOUCH PANEL PRO Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	2,700.00	5,400.00	46.89715%	2,532.45
41	1	50322	AXON INTERVIEW - TOUCH PANEL PRO Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	2,700.00	5,400.00	13.27571%	716.89

Invoice

Invoice ID
Date
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INUS275097
23-Aug-24
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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
42	1	50322	AXON INTERVIEW - TOUCH PANEL PRO Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	2,700.00	5,400.00	13.27571%	716.89
43	1	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	64.00	128.00	46.89715%	60.03
44	1	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	64.00	128.00	13.27571%	16.99
45	1	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT Tax Date 09-Mar-23 Shipment Date: 03/09/2023	2.00	64.00	128.00	13.27571%	16.99
						Item Line Subtotal		33,057.01

Sales Amount	33,057.01
Misc. Charge	0.00
Discount	0.00
Sales Tax	882.78
Total	33,939.79
Credit Amount(s) Applied	0.00
Amount Received	0.00
Payment Due	22-Sep-24
BALANCE DUE	USD 33,939.79

Invoice

Invoice ID	INUS275097
Date	23-Aug-24
Page	6 of 6

***Tax Note**

Ship-to-address Legend*

1	Yuba City Police Dept. - CA 1545 Poole Blvd Yuba City, CA 95993-2615 USA
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Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 832176382
 UEI Number: TBW7MGPYURM7

BILL TO

Yuba City Police Dept. - CA
 1545 Poole Blvd
 Yuba City, CA 95993-2615
 USA

Invoice

Invoice ID INUS303009
 Invoice Account 107207
 Date 01-Dec-24
 Payment Term Net 30 days
 PO/DO #
 Quote # Q-309835,
 Sales Order #
 Terms of Delivery FCA
 Customer Reference

SHIP TO

Yuba City Police Dept. - CA
 1545 Poole Blvd
 Yuba City, CA 95993-2615
 USA

	Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Invoice Plan %			Amount
Bundled Line Subtotal								0.00
Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
1	1	87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT Tax Date 01-Dec-24 Shipment Date:	57.00	336.00	19,152.00	0.00000%	19,152.00
2	1	73841	EVIDENCE.COM BASIC LICENSE PAYMENT Tax Date 01-Dec-24 Shipment Date:	1.00	180.00	180.00	0.00000%	180.00
3	1	73841	EVIDENCE.COM BASIC LICENSE PAYMENT Tax Date 01-Dec-24 Shipment Date:	5.00	180.00	900.00	0.00000%	900.00
4	1	80457	FLEET 3 BASIC PAYMENT Tax Date 01-Dec-24 Shipment Date:	24.00	1,548.00	37,152.00	0.00000%	37,152.00
5	1	73835	AUTO TAGGING LICENSE PAYMENT Tax Date 01-Dec-24 Shipment Date:	57.00	180.00	10,260.00	0.00000%	10,260.00

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number		Account Number		PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No		Bank Routing No		DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS303009	SWIFT Code		PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS303009	Reference No INUS303009	Tempe, AZ 85283
					Reference No INUS303009

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

Invoice

Invoice ID
Date
Page

INUS303009
01-Dec-24
2 of 3

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
6	1	73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT Tax Date 01-Dec-24 Shipment Date:	14.00	468.00	6,552.00	0.000000%	6,552.00
7	1	73841	EVIDENCE.COM BASIC LICENSE PAYMENT Tax Date 01-Dec-24 Shipment Date:	48.00	180.00	8,640.00	0.000000%	8,640.00
8	1	73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT Tax Date 01-Dec-24 Shipment Date:	57.00	288.00	16,416.00	0.000000%	16,416.00
9	1	87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT Tax Date 01-Dec-24 Shipment Date:	8.00	354.00	2,832.00	0.000000%	2,832.00
						Item Line Subtotal		102,084.00

Sales Amount	102,084.00
Misc. Charge	0.00
Discount	0.00
Sales Tax	4,287.36
Total	106,371.36
Credit Amount(s) Applied	0.00
Amount Received	0.00
Payment Due	31-Dec-24
BALANCE DUE	USD 106,371.36

Invoice

Invoice ID	INUS303009
Date	01-Dec-24
Page	3 of 3

***Tax Note**

Ship-to-address Legend*

1	Yuba City Police Dept. - CA 1545 Poole Blvd Yuba City, CA 95993-2615 USA
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Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

BILL TO
Yuba City Police Dept. - CA
1545 Poole Blvd
Yuba City, CA 95993-2615
USA

Invoice

Invoice ID INUS306767
Invoice Account 107207
Date 15-Dec-24
Payment Term Net 30 days
PO/DO #
Quote # Q-534249,
Sales Order #
Terms of Delivery FCA
Customer Reference Q-534249,

SHIP TO
Yuba City Police Dept. - CA
1545 Poole Blvd
Yuba City, CA 95993-2615
USA

	Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Invoice Plan %			Amount
Bundled Line Subtotal								0.00
Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
1	1	73739	AXON PERFORMANCE - LICENSE	63.00	210.73	13,275.99	49.99996%	6,637.99
			Tax Date 15-Dec-24					
			Shipment Date:					
						Item Line Subtotal	6,637.99	
						Sales Amount	6,637.99	
						Misc. Charge	0.00	
						Discount	0.00	
						Sales Tax	0.00	
						Total	6,637.99	
						Credit Amount(s) Applied	0.00	
						Amount Received	0.00	
Payment Due				14-Jan-25	BALANCE DUE	USD	6,637.99	

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number		Account Number		PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No		Bank Routing No		DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS306767	SWIFT Code		PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS306767	Reference No INUS306767	Tempe, AZ 85283
					Reference No INUS306767

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

Invoice

Invoice ID	INUS306767
Date	15-Dec-24
Page	2 of 2

***Tax Note**

Ship-to-address Legend*

1	Yuba City Police Dept. - CA 1545 Poole Blvd Yuba City, CA 95993-2615 USA
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Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 832176382
 UEI Number: TBW7MGPYURM7

BILL TO

Yuba City Police Dept. - CA
 1545 Poole Blvd
 Yuba City, CA 95993-2615
 USA

Invoice

Invoice ID	INUS306773
Invoice Account	107207
Date	15-Dec-24
Payment Term	Net 30 days
PO/DO #	
Quote #	Q-428963,
Sales Order #	
Terms of Delivery	FCA
Customer Reference	428963,

SHIP TO

Yuba City Police Dept. - CA
 1545 Poole Blvd
 Yuba City, CA 95993-2615
 USA

Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Invoice Plan %	Amount
1	BWCamMBDTA	Body Worn Camera Multi-Bay Dock TAP Bundle	1.00	24.37802%	258.91
1	AB3MBD	AB3 Multi Bay Dock Bundle	1.00	24.37802%	364.45
Bundled Line Subtotal					623.36

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
7	1	74021	AXON BODY - MOUNT - MAGNET THICK OUTERWEAR RAPIDLOCK Tax Date 25-Jan-23 Shipment Date: 01/27/2023	15.00	31.30	469.50	24.37802%	114.45
8	1	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE Tax Date 09-Nov-22 Shipment Date: 11/14/2022	15.00	31.30	469.50	24.37802%	114.45
Item Line Subtotal								228.90

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number		Account Number		PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No		Bank Routing No		DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS306773	SWIFT Code		PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS306773	Reference No INUS306773	Tempe, AZ 85283
					Reference No INUS306773

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

Invoice

Invoice IDINUS306773

Date15-Dec-24

Page2 of 3

		Sales Amount	852.26
		Misc. Charge	0.00
		Discount	0.00
		Sales Tax	59.35
		Total	911.61
		Credit Amount(s) Applied	0.00
		Amount Received	0.00
Payment Due	14-Jan-25	BALANCE DUE	USD911.61

Invoice

Invoice ID	INUS306773
Date	15-Dec-24
Page	3 of 3

***Tax Note**

Ship-to-address Legend*

1	Yuba City Police Dept. - CA 1545 Poole Blvd Yuba City, CA 95993-2615 USA
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Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

BILL TO
Yuba City Police Dept. - CA
1545 Poole Blvd
Yuba City, CA 95993-2615
USA

Invoice

Invoice ID	INUS306780
Invoice Account	107207
Date	15-Dec-24
Payment Term	Net 30 days
PO/DO #	
Quote #	Q-405344,
Sales Order #	
Terms of Delivery	FCA
Customer Reference	Q-405344,

SHIP TO
Yuba City Police Dept. - CA
1545 Poole Blvd
Yuba City, CA 95993-2615
USA

Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Invoice Plan %	Amount
1	BasicLicense	Basic License Bundle	5.00	29.26829%	900.00
Bundled Line Subtotal					900.00

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
Item Line Subtotal								0.00

Sales Amount	900.00
Misc. Charge	0.00
Discount	0.00
Sales Tax	0.00
Total	900.00
Credit Amount(s) Applied	0.00
Amount Received	0.00
BALANCE DUE	USD 900.00

Payment Due 14-Jan-25

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number		Account Number		PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No		Bank Routing No		DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS306780	SWIFT Code		PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS306780	Reference No INUS306780	Tempe, AZ 85283
					Reference No INUS306780

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

Invoice

Invoice ID	INUS306780
Date	15-Dec-24
Page	2 of 2

***Tax Note**

Ship-to-address Legend*

1	Yuba City Police Dept. - CA 1545 Poole Blvd Yuba City, CA 95993-2615 USA
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Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 832176382
 UEI Number: TBW7MGPYURM7

BILL TO

Yuba City Police Dept. - CA
 1545 Poole Blvd
 Yuba City, CA 95993-2615
 USA

Invoice

Invoice ID INUS307024
 Invoice Account 107207
 Date 15-Dec-24
 Payment Term Net 30 days
 PO/DO #
 Quote # Q-475119,
 Sales Order #
 Terms of Delivery FCA
 Customer Reference PO 240336,

SHIP TO

Yuba City Police Dept. - CA
 1545 Poole Blvd
 Yuba City, CA 95993-2615
 USA

Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Invoice Plan %	Amount
1	BasicLicense	Basic License Bundle	6.00	33.32996%	998.94
1	BWCamMBDTA	Body Worn Camera Multi-Bay Dock TAP Bundle	1.00	33.32996%	355.16
1	BWCamTAP	Body Worn Camera TAP Bundle	6.00	33.32996%	1,997.88
Bundled Line Subtotal					3,351.98

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
6	1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE Tax Date 15-Dec-24 Shipment Date:	6.00	297.60	1,785.60	33.32996%	595.14
7	1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE) Tax Date 15-Dec-24 Shipment Date:	6.00	793.92	4,763.52	33.32996%	1,587.68
Item Line Subtotal								2,182.82

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number		Account Number		PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No		Bank Routing No		DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS307024	SWIFT Code		PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS307024	Reference No INUS307024	Tempe, AZ 85283
					Reference No INUS307024

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

Invoice

Invoice ID
Date
Page

INUS307024
15-Dec-24
2 of 3

Sales Amount	5,534.80
Misc. Charge	0.00
Discount	0.00
Sales Tax	133.00
Total	5,667.80
Credit Amount(s) Applied	0.00
Amount Received	0.00
BALANCE DUE	USD 5,667.80

Payment Due

14-Jan-25

Invoice

Invoice ID	INUS307024
Date	15-Dec-24
Page	3 of 3

***Tax Note**

Ship-to-address Legend*

1	Yuba City Police Dept. - CA 1545 Poole Blvd Yuba City, CA 95993-2615 USA
---	---



Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 832176382
 UEI Number: TBW7MGPYURM7

BILL TO

Yuba City Police Dept. - CA
 1545 Poole Blvd
 Yuba City, CA 95993-2615
 USA

Invoice

Invoice ID INUS307253
 Invoice Account 107207
 Date 15-Dec-24
 Payment Term Net 30 days
 PO/DO #
 Quote # Q-530255,
 Sales Order #
 Terms of Delivery FCA
 Customer Reference Q-530255,

SHIP TO

Yuba City Police Dept. - CA
 1545 Poole Blvd
 Yuba City, CA 95993-2615
 USA

Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Invoice Plan %	Amount
1	BWCamMBDTA	Body Worn Camera Multi-Bay Dock TAP Bundle	1.00	50.000000%	490.00
Bundled Line Subtotal					490.00

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
Item Line Subtotal								0.00

Sales Amount	490.00
Misc. Charge	0.00
Discount	0.00
Sales Tax	27.22
Total	517.22
Credit Amount(s) Applied	0.00
Amount Received	0.00
Payment Due	14-Jan-25
BALANCE DUE	USD 517.22

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number		Account Number		PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No		Bank Routing No		DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS307253	SWIFT Code		PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS307253	Reference No INUS307253	Tempe, AZ 85283
					Reference No INUS307253

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

Invoice

Invoice ID	INUS307253
Date	15-Dec-24
Page	2 of 2

***Tax Note**

Ship-to-address Legend*

1	Yuba City Police Dept. - CA 1545 Poole Blvd Yuba City, CA 95993-2615 USA
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EXHIBIT B



Solicitation Number: 101223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255-6311 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services will perform in accordance with the manufacturer's specifications. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with Supplier's warranty process. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity in accordance with Supplier's warranty process.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract. For avoidance of doubt, if a Participating Entity order extends beyond the Contract's expiration or cancellation, in addition to the survival terms set forth in Section 1.B of this Contract, Supplier's Master Services and Purchasing Agreement (MSPA) shall also apply, governing the order until all obligations of both the Participating Entity and Supplier are fulfilled.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. The Supplier's Master Services and Purchasing Agreement (MSPA) attached hereto as Exhibit A is hereby added and incorporated into this Contract. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Supplier be liable for any special, indirect, incidental, exemplary, or consequential damages for any cause of action, whether in contract or tort. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

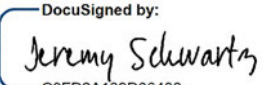
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Axon Enterprise, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 2/6/2024 | 12:43 PM CST

DocuSigned by:

By: 55DAEBB131A4424...
Robert Driscoll
Title: Vice President Legal, Associate General Counsel

Date: 2/6/2024 | 11:02 AM MST

101223-AXN

Exhibit A
Axon Master Services and Purchasing Agreement (MSPA)



Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**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,

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Department: Legal

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Release Date: 8/18/2023

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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.
- 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, 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,

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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 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.



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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 Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, 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

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



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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 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

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



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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

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 (6th) 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.

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

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.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
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.



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Axon Auto-Tagging Appendix

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

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



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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.



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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.



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Axon Respond Appendix

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

1. **Axon Respond Subscription Term.** If 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.



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Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If 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.



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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

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

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.



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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).



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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.



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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:



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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.



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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 fulfilment 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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Department: Legal

Version: 19.0

Release Date: 8/18/2023

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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

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.

RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Vendor Details

Company Name: Axon Enterprise, Inc.

Does your company conduct business under any other name? If yes, please state: AZ

Address: 17800 N. 85th Street
Scottsdale, Arizona 85255

Contact: Sales Ops

Email: contracts@axon.com

Phone: 480-905-2000

Fax: 480-991-0791

HST#: 86-0741227

Submission Details

Created On: Wednesday August 30, 2023 10:37:47

Submitted On: Wednesday October 11, 2023 15:09:59

Submitted By: Sales Ops

Email: contracts@axon.com

Transaction #: af6bb863-0ce1-46b3-8191-7a3da35d0e85

Submitter's IP Address: 69.207.124.95

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Axon Enterprise, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities: • Axon Enterprise Holding Company, LLC, organized in the United States • Viewu, LLC, organized in the United States • Dextro, Inc., organized in the United States • Familiar Inc., organized in the United States • Mediasolv Solutions Corporation, organized in the United States • Axon Public Safety B.V., organized in the Netherlands • TASER Holland B.V., organized in the Netherlands • Axon Public Safety Canada, organized in Canada • Axon Public Safety U.K. Limited, organized in the United Kingdom • Axon Public Safety Australia Pty Ltd., organized in Australia • Axon Public Safety Germany SE, organized in Germany • Axon Public Safety Southeast Asia LLC, organized in Vietnam • Axon Public Safety Finland Oy, organized in Finland • Axon Public Safety India Private Limited, organized in India • Axon Public Safety Hong Kong Limited, organized in Hong Kong • Axon Enterprise Italia S.r.l., organized in Italy	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Axon Enterprise, Inc. is also referred to as Axon.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	TBW7MGPYURM7	*
5	Proposer Physical Address:	17800 N. 85th St. Scottsdale, AZ 85255-6311	*
6	Proposer website address (or addresses):	http://www.axon.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert Driscoll 17800 N. 85th St. Scottsdale, AZ 85255-6311 bobby@axon.com 1-408-502-6257	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kenneth Maum 17800 N. 85th St. Scottsdale, AZ 85255-6311 kmaum@axon.com 1-315-251-5882	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Forbrich 17800 N. 85th St. Scottsdale, AZ 85255-6311 aforbrich@axon.com 1-301-356-5253	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER smart weapons, body cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Over this time, we have partnered with more than 7,500 law enforcement agencies to deploy tailored solutions designed to preserve transparency and truth. With 10 offices based in Arizona, Washington, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,000 employees continue to define smarter policing through the development of industry-leading technology solutions. We are Axon. Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing. All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are: BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing. AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination. WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity. OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow. JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision. EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves and the best company we can be, if we can't offer and be given critical feedback.	*
11	What are your company's expectations in the event of an award?	If awarded a contract again, Axon will continue to actively include Sourcewell in our marketing efforts as an option to our customers.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Axon is a public company and our latest annual report (2022) is attached. Expected annual revenue for 2023 is approximately \$1.5B USD. Axon signs long-term contracts and a large portion of our revenue is from subscriptions, providing a very stable financial base. Further information can be obtained at: https://investor.axon.com/.	*
13	What is your US market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%.	*

14	What is your Canadian market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. Canada is not separately tracked, but generally mirrors the US. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Axon has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) N/A b) Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. They are employees of Axon Enterprise, Inc. Some sales representatives work from our main office in Scottsdale, AZ and others work throughout the United States and globally. Regarding services, Axon Professional Service employees support and install the majority of our products. Axon utilizes ProLogic for some aspects of installation of our Axon Fleet and Axon Interview solutions. Axon handles technical support and repairs for all of its manufactured products	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	AXON EVIDENCE Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers customers a way to understand the controls that have been put in place to secure Axon Evidence and their data. Axon holds the following certifications, in partnership with Microsoft Azure, for Axon Evidence. • CJIS Compliant • ISO/IEC 27001:2013 Certified - Information Security Management Standards • ISO/IEC 27018:2014 Certified - Code of Practice for Protecting Personal Data in the Cloud • CALEA Standard 17.5.4 Compliant • SOC 2+ Report • Cloud Security Alliance - CSA STAR Attestation (Level Two) • Cloud Security Alliance - CSA STAR Self-Assessment (Level One) • FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (PATO) at the Moderate Impact Level (applicable only to the US Federal Region of Axon Evidence). Axon has achieved a FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level. Axon's Compliance website (https://www.axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation. AXON BODY CAMERAS Batteries used in Axon body-worn cameras meet the following safety standards. • UL1642 • UL2054 • IEC 62133 AXON FLEET • The Axon Fleet solution is wholly FCC certified, the Axon Fleet camera FCC ID is X4GS00947. • Per the component-based standards as set by Electronic Industries Association (EIA), Axon Fleet utilizes industry standard components, which meet all necessary standards for sale and use in the United States. • Axon Fleet's communication interfaces are designed to IEEE 802.15.1 and IEEE 802.11 guidelines and is IEC 60529 and IEC55022 compliant. • Axon Fleet has been tested to and meets ISO 16750-2:2012, ISO 17215-1:2014, and ISO 13766:2006. • The system hardware components of the system are low-voltage devices. Axon Fleet batteries comply with UL 1642 and UL 2054. • Axon Fleet batteries are UL 1642 compliant. QUALITY ACCREDITATIONS MANUFACTURING • ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards. • ISO 14001 - Environmental INFORMATION SECURITY • ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Axon has not been suspended or disbarred in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	- Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. https://www.comparably.com/companies/axon - In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. - Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019. - In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks & Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more.	*
20	What percentage of your sales are to the governmental sector in the past three years	50%	*
21	What percentage of your sales are to the education sector in the past three years	4%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	- Sourcwell Contract #010720 AXN: \$775M+ - Texas BuyBoard 603-20 (CEW only): \$15M+ - City of Charlotte CCPA Contract 2022000665: \$25M+ - League of Oregon Cities (fka NPP) Contract No. PS20270: \$110M+ - New York State Police Contract No. PA01857: \$595K+ - State of Arizona No. BPM002192/CTR049284-1: \$10M+ - State of Delaware PA for LOC Contract No. GSS20808-TASERS: \$90K+ - State of Kansas Contract No. 42523: \$4M+ - State of Michigan Contract No. 071B4300067: \$4M+ - State of Minnesota Contract 199111: \$1M+ - State of New Jersey T0106/17-FLEET-00738: \$95M+ - State of Oregon CEW Contract No. 8913: \$400K+ - State of Pennsylvania Contract No. 4400019257: \$18M+ - Washington State DES Contract No. 04220 for CEW: \$960K+ Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Axon does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Burbank Police Department, California	Jason Miller	1-818-238-5096	*
Gilbert Police Department, Arizona	Noah Baker	1-480-635-7326	*
Avondale Police Department, Arizona	Lt. Mathew Hintz	1-623-333-7302	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Fort Worth Police Department	Government	Texas - TX	Officer Safety Plan (OSP7+) for 1600+ users, 600 Axon Fleet 3 Advanced, 43 Axon Interview rooms	Approximately \$200K - \$66M	Approximately \$68M+	*
Fort Bend County Sheriff's Office	Government	Texas - TX	483 OSP7+, 152 Unlimited 7+, 424 Axon Fleet 3 Basic + TAP	Approximately \$50K – \$17M	Approximately \$22M+	*
Manatee County Sheriff's Office	Government	Florida - FL	550 OSP7+, 250 TASER 7 Cert, 800 VR Unlimited	Approximately \$1M – \$3M	Approximately \$17M+	*
Travis County Sheriff's Office	Government	Texas - TX	287 Axon Body 3 cameras, 90 Axon Fleet 3 in-car cameras, Axon Evidence, Axon Interview Room	Approximately \$100K – \$13M	Approximately \$15M+	*
Grand Prairie Police Department	Government	Texas - TX	OSP7+ Premium with TASER 7 products, Axon Body 3 cameras, Axon Fleet 3 in-car cameras, Axon Dispatch, Axon Records, and Axon Evidence software for 200+ users	Approximately \$19K – \$12M	Approximately \$14M+	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	Axon directly employs approximately 250 employees in sales-related positions who are committed to selling and delivering service to Sourcewell entities across the US and Canada. Our sales resources are spread throughout the US and Canada. This ensures that we have qualified Axon employees close to our customers in order to conduct site visits, demonstrations, or to check on customer satisfaction. Axon organizes representatives into sales divisions to provide services to agencies based on multiple factors including agency type, agency size (i.e. sworn officer counts), agency geographic location, whether the agency is an existing Axon customer or building a new relationship with Axon, and Axon product types. Our multiple sales divisions help ensure we have qualified Axon employees close to Sourcewell entities to provide you with conducted energy weapon equipment, products, and services; conduct site visits; provide demonstrations; and check on customer satisfaction as needed. All sales representatives have access to the Sourcewell contract via our Salesforce system. Our hiring process is designed to find the highest caliber employees to help us achieve our mission. We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. Axon’s hiring process intends to identify candidates who can do this effectively. It’s our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement. Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career. The most successful candidates are then invited to Axon headquarters or, as our workforce expands geographically, are invited to participate in multiple on-line interviews. During this process, they meet approximately five senior members of the Axon team to more deeply validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate’s potential fit as a representative of the company, on law enforcement’s behalf. If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they’re going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon). If appropriate, candidates move on to the final stage of the review and hiring process. During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made. The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement. The Axon organization is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come.
27	Dealer network or other distribution methods.	Axon does not sell the video solutions that are the subject of this RFP in the US or Canada through distributors.

28	Service force.	Axon employees approximately 145 in customer support positions who are committed to providing Sourcewell entities with post-sales and post-deployment support. Axon has a full customer and technical support division available 24 hours a day, seven days a week. The Technical Support team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices. REPAIR (RMA) DEPARTMENT The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around-time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at https://returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy. CUSTOMER SUCCESS MANAGERS (CSM) Throughout the length of their contract, some customers will have a dedicated, in country Customer Success Manger (CSM). This is determined on the size and location of the customer; Currently the CSM team is operating within the United States only. The team is being expanded, but we do not have an estimated time of implementation in Canada. The CSM will have comprehensive knowledge of a customers' solution and its components, including any applicable custom integrations. The CSM will be available to offer support and escalate any issues or concerns as needed.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Axon will process orders from Sourcewell members directly, as our distributor network in the United States and Canada does not sell our video products. The ordering is simple and primarily follows a process where the customer will contact an Axon sales resource. The sales resource will use pre-defined Sourcewell skus in Salesforce to request a quote from our internal quoting department. The department will create a quote using the pre-approved pricing and release the quote to the sales resource. The sales resource will either provide the quote directly, or will work with the Axon Proposal Team to deliver the offer. The entire process is tracked within Salesforce. Quarterly, our internal Sourcewell resource runs reports from Salesforce and uses this data to prepare and submit quarterly reports to Sourcewell.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customers can initiate live phone support 24 hours a day, seven days a week by calling the support center at +1-800-978-2737 (extension 2), or via email at Support@axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon ecosystem. Calls are first routed to the Tier 1 technical support team. Through troubleshooting, they can resolve most calls. If at any point an issue needs to be escalated to a higher technical tier, the call may be immediately transferred to a Tier 2 support specialist, or a phone number may be taken for a callback, depending on call volume and issue complexity. The following describes our levels of support available by tiers (based on the nature and criticality of the issue): TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS • Frequently asked questions (FAQs) • Product navigation • Feature clarification • Standard queries • Assistance with known solutions TIER 2 TECHNICAL SUPPORT • Advanced Product trouble shooting • Advanced Axon Evidence Configuration • Any Escalated issues from Tier 1 support TIER 3 ENGINEERING SUPPORT • Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation The targeted response time for critical problems is one business day. The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks. Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month. Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This assesses customer satisfaction and ensures that cases are handled in a timely manner.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Axon is willing to provide all included products and services to Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Axon is willing to provide all included products and services to Sourcewell participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no restricted areas in the United States or Canada for the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Axon will serve any participating sectors for the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Axon does not have any specific contract requirements related to Hawaii or Alaska for this contract.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a current Sourcewell contract holder, Axon already has programs in place to educate staff and perspective customers on the appropriate use of the contract mechanism. Our sales team is our primary link to customers and our best path for marketing cooperative contract benefits to our customers. Our sales teams favor cooperative contracts because they simplify the sales process. We focus education internally on our sales and contract teams. All sales staff are trained on the availability and use of cooperative contracts. This is done through sales training and webinars, and the contracting process is built into our tools, such as Salesforce . We are also expanding our internal resource guides specifically with information on cooperative contracts. This tool provides sales teams with information on all our cooperative contracts, including availability dates, authorized users, price lists and relevant terms and conditions. The tool also includes the public links and information that can be provided to customers to improve their awareness and tie them directly to cooperative resources, such as Sourcewell. Our Salesforce tracking system for order processing includes internal links to the available cooperative contracts which customers may use for purchasing Axon products. By ensuring our sales force has access to this information, our representatives are able to quickly provide details for agencies to engage in pricing discussions and justify purchasing via a cooperative. We have also run public webinars to educate potential customers on different buying options. Cooperative Contracts Webinar (axon.com). We actively recruit staff, including legal staff, with knowledge of cooperative contracts. This is another way of expanding the visibility both internally and externally https://www.axon.com/job/5738892003.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Axon uses a variety of technologies to enhance our marketing effectiveness. This includes visibility on various platforms such as LinkedIn, where we leverage both text and custom videos to inform customers of new products and to demonstrate thought leadership. In addition, we maintain a detailed website where both current and prospective customers can access detailed information, including product sheets, training materials, event schedules, and detailed user documentation. Our Salesforce database provides detailed information on customer buying habits, prospective opportunities, and actions taken. It is integrated with our purchasing processes to ensure a smooth connection between sales and ordering processes. Axon provides on-line and in-person demonstrations of our products, attends trade shows, and has a travelling road show where people can get detailed information and hands-on access to our products. Some of these more traditional technologies are still the most effective ways to reach customers.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative. Because we already have a Sourcewell contract, the foundation for integration is already in place. Upon award of a new contract, we will announce it to our sales teams, and update SFDC to ensure that any new pricing or terms are available to the sales teams. We will also update any training as needed to reflect the new contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, Axon provides an ecommerce site that requires an authorized login and purchase eligibility to access. The ecommerce site acts as another 'ingestion point' for orders. The platform is intended to make ordering faster, easier, and more efficient. The site customizes product visibility and includes contracted pricing for each agency. We allow authorized customers to pay by credit card. With prior authorization by both an agency and Axon, we will also allow Purchase Orders/Invoices. After the order is placed, it is processed as any other order would. The e-procurement site is generally used for small add on products. Most government and education customers work directly with sales representatives for more complex projects.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a standard part of all Axon programs and is included in the base cost of the program. Training Overview Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: - Job Aids - E-Learning Certification Programs - Video Training Demonstrations - Software Simulations - Enrollment for Virtual Classes - Recordings of Previous Classes and Demonstrations - Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: - One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. - One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these sessions. - One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions. - Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users. The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class. Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately. While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of different customers. Additional Training Resources and Continued Learning

		Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software. Within Axon Academy, there are three different ways to learn: ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras). Training content is developed and maintained by Axon subject matter experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.
41	Describe any technological advances that your proposed products or services offer.	Axon Body 4's integration with the Axon Ecosystem enables dispatch and command staff to gain real-time situational awareness of events in the field through Axon Respond. Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications. This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified. A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support. A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond. These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment. Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 µ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps. ALPR INTEGRATED ALPR OVERVIEW Axon Fleet 3 revolutionizes daily patrol by fully integrating ALPR and evidence cameras into a single unit. This addition enables communities to make the most of ALPR coverage and helps identify more offenders, missing persons, and stolen vehicles when patrolling your communities. Though most U.S. law enforcement agencies already use ALPR technology today, the cost to deploy and outfit an entire fleet of patrol vehicles can be very expensive. Fortunately, Axon Fleet 3's level of integration changes the economics of ALPR. There is no additional installation required to enable ALPR meaning no additional equipment, drilling of holes, external mounting of hardware/cables, or complicated camera aiming/calibration processes. HOTLISTS The ALPR process starts by setting up hotlists within Axon Evidence. These hotlists are made up of known license plates and vehicles of interest that are either stolen, wanted for, or potentially associated with unlawful activity or missing persons. They often fall into the following categories: A list of license plates or vehicles known to be stolen A list of license plates or vehicles known to be associated with known or potential criminal activity such as gang involvement, watch lists, known associates of criminal activity, etc. A list of license plates or vehicles with administrative issues such as unpaid vehicle

registration, unpaid traffic fines, etc.
Hotlists are then sent to the Axon Fleet 3 vehicles via incremental updates when changes are made. Typically, if a plate is added to a hotlist, the hotlist is updated in all Axon Fleet 3 vehicles within minutes if they are on and connected.

ALPR DETECTION

Axon Fleet 3's ALPR technology will activate once the in-car system is booted up. As long as the Axon Fleet 3 in-car system is powered on, the ALPR technology will continue to operate even if the Axon Fleet Dashboard application is not running or the MDC is powered off.

The Dual-View Camera leverages built-in 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet (15.2 meters) in distance, at a closing speed of ~140 MPH (~225 km/h).

Plate reads and hits are encrypted and stored on the Axon Hub and securely uploaded to our CJIS-certified cloud storage.

ALPR ALERTS

Axon's ALPR is accessible from the Axon Fleet Dashboard application that runs on the MDC. Users can easily navigate between ALPR and in-car video workflows.

Once the camera makes a plate read, plates are compared to agency hotlists and, if there is a match, an alert is generated and presented on the MDC via the Axon Fleet user interface for officer disposition.

Our ALPR technology will alert the in-car system less than one second after a plate is read. If multiple plate reads or hits happen at the same time, all plate reads and hits will be saved, but the highest severity read or hit will be prioritized for an alert.

Once an alert is detected and confirmed as correct, the Axon ALPR system will copy the plate number to the Windows clipboard so that it can be easily pasted into and validated by a CAD application. This seamless integration between systems helps improve workflows and efficiencies through an intelligent ALPR system.

RESPONDING TO ALPR ALERTS

Using the Dashboard application on the MDC, users can quickly review and act on notifications populated when a plate number appears on an agency's hotlist. If a plate number activates a notification, users can review the hotlist source, offense category, additional vehicle details, and verify the accuracy of the plate read.

Officers can record an action taken on a particular hit, whether that be a warning given to the driver, a citation being issued, or an arrest being made.

FLOCK ALPR INTEGRATION

Axon has a proven integration with the FLOCK ALPR system. Users of the FLOCK Safety system will have an integration that allows the Look Up interface to search information in Axon Evidence.

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We take every action to minimize negative impacts to the environment. Axon recognizes and is fully compliant with all local, state, federal and foreign government requirements including U.S. EPA and O.S.H.A. standards. Axon is certified to ISO 14001. Axon is committed to excellence and leadership in protection of the environment. We strive to minimize adverse impact on the air, water, and land through excellence in pollution prevention and waste abatement. By preventing pollution at the source, we save resources, increase operational efficiencies, and maintain a safe and healthy work environment for our employees, visitors, contractors, and neighbors. Axon manages an on-premise waste minimization program. The objective is to reduce the quantity of non-hazardous solid waste produced, recycle materials, and reuse materials when possible. Other green initiatives in the building include in-house recycling and the use of variable frequency drives on our main exhaust systems and cooling towers, which allow for more efficient methods of using energy. Our Scottsdale office has on-premise xeriscape, which conserves water by eliminating the need for supplemental water from irrigation. Our Scottsdale headquarters and surrounding buildings use 60% and 95% LED lighting, respectively, which produces less heat and uses less energy. We supplement this with having large windows around the offices, which brings in ample natural light and saves electricity. 5 to 10 percent of the plastics we use in manufacturing our products are made of recycled materials. In addition, we substitute non-hazardous or less toxic material in our manufacturing processes when feasible. Examples are: • Substituting an alcohol-based glue accelerator for an aliphatic petroleum-based product • Replacing the gluing system with a less hazardous two-component epoxy In conjunction with the following practices, Axon has invested in re-usable material handling systems, much of which is also recyclable. • Use of corrugated materials exceeding 35% post-consumer recycled content • Use of other packaging materials that contain recycled content and are recyclable in most local programs • Both the printed and corrugated boxes used to ship our products to customers (and the protective foam used in shipping) are recyclable • We promote waste prevention and source reduction by reducing the extent of the packaging and/or offering • To minimize packaging waste on larger orders, ‘bulk packaging’ was developed • We also employ packaging take-back services and shipping carton return • We reduce and/or eliminate the use of materials which have been bleached with chlorine or chlorine derivatives Axon engages in the following practices that serve to reduce or minimize effects on the environment, including, but not necessarily limited to the following. • Corrugated boxes are broken down and processed for recycling • Offices and dining areas contain recycling bins in addition to trash bins to minimize waste and encourage employee participation in green initiatives • Axon Employee Transportation programs are in place using company supplied vans that reduce congestion on the roadways and carbon monoxide emissions into the environment. • We are compliant with laws pertaining to
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Axon is certified to ISO 14001. Axon also utilizes a green IaaS provider, Microsoft Azure; this partnership extends our focus and investment on a sustainable future and that will have positive global impact. The datacenters are 100 percent carbon neutral and rely on a larger percentage of wind, solar and hydropower electricity over time. Today roughly 44% of the electricity used by datacenters comes from these sources. The goal is to pass the 50 percent milestone, move to the top 60 percent early in the next decade, and then to keep improving from there.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Axon does not hold any WMBE, SBE, or veteran-owned business certifications.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Axon has long made the priorities of law enforcement our own, and their challenges ours to solve. When Members partner with Axon, they're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of our Axon Ecosystem made up of connected devices and apps, Members can better position themselves to keep their officers and community safe. Axon provides hardware and software solutions to law enforcement agencies throughout the globe and is proud to work with the following clients to implement the technology used to help increase workflow efficiencies, reduce incidents, and protect the truth. Some of our largest customers include: • London Metropolitan Police Service, London UK • Los Angeles, CA Police Department • Calgary Police Service, AB • Charlotte-Mecklenburg, NC Police Department • Fort Worth, TX Police Department • Dallas, TX Police Department • San Diego, CA Police Department • Baltimore City, MD Police Department • Baltimore County, MD Police Department • Memphis, TN Police Department • Washington, DC Metropolitan Police Department • Denver, CO Police Department • Cincinnati, OH Police Department • Atlanta, GA Police Department Because our solutions are deployed by thousands of law enforcement agencies across the globe, we are experienced in the development of technology at scale and put a great deal of emphasis on improving our end-user's ease of use. By demonstrating a large investment in research and development—with expenses reaching \$76.9 million, \$55.4 million, and \$30.6 million in 2018, 2017, and 2016, respectively—we are committed to identifying improvements and developing new and innovative solutions. As a member of some of the most prestigious associations across the country, Axon is dedicated to staying involved—and through our participation—we hope to continue building on our understanding of the issues Members face while staying apprised of the conversations affecting the communities they serve. Axon is proud to be a part of the following associations. • The International Association of Chief of Police (IACP) • The Major City Sheriff's Association (MCSA) • The National Organization of Black Law Enforcement Executives (NOBLE) • The FBI National Academy Associates (FBINAA) Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing Members with post-sales and post-deployment support. Whether that be troubleshooting assistance, technical support, or help with understanding a new feature, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer Members the support you should expect from a service provider. This support includes: • Notifying customers of Important firmware and hardware updates, identifying bugs, and addressing general issues • Fulfilling hardware refreshes and deployment of new equipment • Conducting Quarterly Business Reviews with customers • Identifying important customer feature requests Our goal is to provide Members with the necessary assistance to help make the most of the solutions you count on every day.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA). NON-AXON MANUFACTURED PRODUCTS For some solutions we are authorized resellers of hardware (Cradlepoint routers for Axon Fleet, Axis cameras for Axon Interview, etc.). Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Restrictions are outlined in our warranty, which has been included in the uploaded attachments .	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, our warranties do not cover the expense of technicians' travel time or mileage to perform warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Axon will troubleshoot third party devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer. Axon solutions require minimal third-party hardware, limited primarily to commercial-off-the-shelf (COTS) computing devices such as routers, servers, and hard drives. Additionally, some solutions such as Axon Interview rely on third party cameras and tablets which are also COTS.	*
51	What are your proposed exchange and return programs and policies?	Axon does not allow exchanges or returns except on failed items. Please see our MSPA for full details.	*
52	Describe any service contract options for the items included in your proposal.	Please refer to the included MSPA.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Axon does not providing leasing or financing options. We do have a provision in our MSPA that allows for cancellation by an agency if sufficient funds are not approved.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Axon's Master Services and Purchasing Agreement (MSPA) is a standard transaction document that includes the terms and conditions we propose to use in connection with an awarded contract. A sample MSPA has been uploaded with our response."	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Axon can process via P-card if necessary but prefers ACH payments whenever possible.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Axon is proposing a Schedule Discount for Sourcewell Members, including quantity discounts. See question #58 for additional detail.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Axon is proposing the following discount schedule based on order quantity. This discount schedule applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section. Quantity: 1 • Customer Discount % off MSRP: 0.00% Quantity: 2-99 • Customer Discount % off MSRP: 1.00% Quantity: 100-249 • Customer Discount % off MSRP: 3.00% Quantity: 250-499 • Customer Discount % off MSRP: 5.00% Quantity: 500-999 • Customer Discount % off MSRP: 7.00% Quantity 1000+ • Customer Discount % off MSRP: 10.00%	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	See question 58.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Axon generally sells at the sourced party’s MSRP. Discounts may be applied on a case-by-case basis.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All standard costs, such as those for professional services like installation and training, are included in standard pricing.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, shipping and delivery are included in our costs.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery are included in our costs.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Axon offers expedited shipping upon request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	A detailed price list is attached.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Axon utilizes Salesforce as our CRM tool and Microsoft Dynamics AX as our enterprise resource-planning tool. Salesforce has the Sourcewell contract skus built in. A salesperson requesting a quote for a Sourcewell contract must use these skus, and our formal quoting team creates the quote, adding a further layer of review to ensure that the quote is produced correctly. Quarterly, our Sales Operations team runs standard reports to review all prospects that closed during the prior quarter using a cooperative contract. This information is confirmed within our resource planning tool to ensure that any prospects that have closed, but not yet shipped are accounted for. The collected information is used to calculate the administrative fees owed to Sourcewell.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Axon will track the following internal metrics to measure success with the contract: • The number of agencies who utilize the cooperative • The dollar amount of sales associated with the cooperative • The Length of time it takes to update the contract after new products/services are announced by Axon.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Axon proposes 1.05% on all equipment, products and services to all participating entities.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A summary description of the offered products is included as a response to this question. Detailed solution descriptions for each product have been included as attachments. Capturing Evidence Axon Body 4 The Axon Body 4 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1440p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four-built in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency. The Axon Body 4 camera is compatible with an easily integrated point-of-view camera called the Axon Flex POV module. Without having to register, assign, or charge the accessory before use, an officer can simply plug the Axon Flex POV module into the Axon Body 4 and begin capturing the same quality evidence from a different vantage point. With this accessory, agencies no longer have to decide between deploying a body-worn camera or a point-of-view camera; they can have both. Camera Features and benefits A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments. A LONG-LASTING BATTERY that is capable of providing approximately 14 hours of battery life under normal usage. A LARGE INTERNAL STORAGE CAPACITY of 128 GB to house captured video files A MAGNETIC FAST CHARGE DISCONNECT CABLE that allows officers to rapidly charge their cameras from the patrol vehicle and falls off when they need to

leave the vehicle at a moment's notice.

AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.

EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application. This includes future support for bi-directional communication in the field.

INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such as a firearm being removed from a holster equipped with Axon Signal Sidearm.

A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.

AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Axon Body 3

The Axon Body 3 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1080p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four built-in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency in the field.

AB3 Features and benefits

A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments.

AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.

EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application.

INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such as TASER being armed.

A LONG-LASTING BATTERY that is capable of providing 12 hours of battery life under normal usage.

A MOBILE CHARGING OPTION that allows officers to charge the camera from their patrol vehicle via a USB-C cable.

A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.

AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Fleet 3 with ALPR

Axon Fleet 3 is an in-car video system purpose-built to capture audio and video within and outside of the vehicle. Axon Fleet 3 offers comprehensive evidence capture so that incidents are accurately documented. Evidence captured by the system is stored on the Axon Hub and offloaded to Axon Evidence via LTE or Wi-Fi connections.

The system features Automatic License Plate Recognition (ALPR) technology that is integrated into the same camera housing to quickly gather information tied to plate reads. The hardware for ALPR is included, and THE CITY can request activation of the ALPR service in the future if desired.

Features and Benefits

A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in a range of temperatures.

CONTINUOUS SYSTEM POWER FROM THE PATROL VEHICLE'S ENGINE that keeps the system running while the ignition is switched on.

BACK UP BATTERY POWER for up to 30 minutes once the ignition is switched off.

A BUILT-IN ALPR CAMERA with 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet in distance, at a closing speed of ~140 MPH.

A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.

EMBEDDED REAL-TIME AWARENESS TECHNOLOGY that allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a livestream feed over an LTE connection to Axon Evidence or a mobile application.

EMBEDDED AXON SIGNAL TECHNOLOGY tied to configurable triggers that

activate cameras if a particular action is taken—like a door being opened or a weapon rack being unlocked, as well as connectivity with the Axon BWCs. VIDEO RECALL FEATURE that allows for recovery of 24 hours of video footage if a device was not recording at the time of an incident.

Axon Signal Sidearm

Axon Signal Sidearm is a smart sensor that attaches to a firearm holster to remotely activate Axon body-worn and in-car cameras. When a firearm is removed from the holster, the Axon Signal Sidearm device transmits a signal for up to 30 seconds to activate Axon cameras up to 100 feet away. The device can be configured to activate recordings of Axon body-worn cameras or Axon Fleet in-car cameras, leading to better coverage of critical events.

Axon Respond+

Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications.

This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified.

Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ -law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps.

A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support.

A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond.

These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment.

Axon Community Request+

Axon Community Request is a tool built to securely request evidence from community members for ingestion into Axon Evidence. Axon Community Request can be used by officers in the field to collect video and audio evidence from witness or victim cell phones, or from surveillance video. Community members can then access the portal link and upload any evidence they have related to the incident in question, greatly simplifying the evidence collection process.

Axon Interview Room

Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup.

Axon Device Manager

The Axon Device Manager mobile application assists agencies deploying large numbers of devices by enabling administrators to complete device management tasks for one or multiple Axon devices in seconds. Axon Device Manager transforms device management processes by starting with the devices themselves, instead of an inventory search and armory or storage room visit.

Managing Evidence

Axon Evidence

Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system.

Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence.

Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions.

Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow.

Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser.

Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features. Unlimited storage

Our Axon OSP package includes unlimited storage for all evidence—including Axon-generated footage, third-party footage, and anything else that can be stored in Axon Evidence. With unlimited storage, your agency will be equipped to make Axon Evidence your single destination for storage of your most critical evidence, without having to worry about storage overages or additional fees.

Third-party video support

The Axon Evidence third-party video playback feature automatically converts and plays videos not supported by the default video player. Officers and investigators will save time when ingesting video of a non-standard file type, as the feature automatically converts and plays more than 1,000 file types and their variations, with new file types added regularly and directly from customer requests.

Auto-transcribe

Axon Auto-Transcribe is a tool in Axon Evidence made up of two modules: Review Assistant and Transcription Assistant. Investigators can use Review Assistant to accelerate their review of evidence by generating a searchable, time-synced transcript of the evidence's audio. This allows a user to click on a word spoken in the evidence file and be immediately taken to that point of the video. Transcription Assistant generates a transcript of an entire video via AI. An investigator can use Transcription Assistant to speed up the process of creating a transcript by correcting any errors in the AI-generated transcript, rather than typing a transcript from scratch.

Auto-tagging

The Auto-Tagging service takes information directly from your CAD or RMS solution and correlates it with the associated videos stored in Axon Evidence. Your officers will no longer need to manually tag their body-worn and in-car camera recordings or double-check manual entries for errors. Administrators can rest easy knowing that the metadata from your CAD and RMS systems are correlated via auto-tagging with custom retention categories in Axon Evidence, making proper evidence retention simple.

Axon Records

Axon Records is a cloud-based database application, that is intended to help improve incident reporting based on customized forms and automation tools. Axon Records is fully integrated with Axon Evidence, as well as other devices in the Axon Ecosystem, such as body-worn cameras and TASER energy weapons.

Axon Records is designed to make report writing more efficient, and submission and review processes faster, by generating information from the Axon Ecosystem of connected devices and software. Direct access to Axon Evidence allows users to seamlessly attach digital evidence from TASER devices, cameras, and citizen smartphones to an incident. Axon Records reports are collaborative in nature and can be shared with involved officers, partner agencies, and prosecutors. Cases developed in Axon Records are automatically created in Axon Evidence.

With this connectivity, agencies can access agency-wide data that can be reviewed and imported into Axon Records' reporting modules, thus offering improved efficiency, and helping to ease your administrative burden.

Axon Investigate

Axon Investigate is a forensic platform for everything video related, with a trackable set of tools which allow users to quickly overcome challenges seen with modern video and multimedia evidence streams. Users can easily convert files to playable formats in bulk and manage multiple video sources in a single project. Additionally, the tools in Axon Investigate Pro assist with video analysis, including multi-clip time syncing and stitching, video enhancement, narrative report creation, and court demonstratives. To accomplish these goals, Axon Investigate uses workflows—a combined set of processing steps—to forensically interrogate the media files.

Improving Performance

Axon Performance

Axon Performance is a module within Axon Evidence that provides two capabilities: reviewing individual evidence entries and managing overall performance. Axon Performance is designed to reduce the amount of time field supervisors spend reviewing compliance with agency policies and programs. With Axon Performance, agencies streamline the supervisor review and enable supervisors to deliver tailored personnel training and feedback to ensure that teams are operating within agency guidelines and policies.

While using Axon Performance, supervisors or managerial-level staff can review electronic evidence, leave feedback on findings to be added to the Audit Report, and add inspection notes all within the Review pane.

As shown below, Axon Performance provides an easy-to-use interface to review video and mark pre-defined items, as well as enter more descriptive notes.

Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics.

Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set.

Axon Standards

Axon Standards is an internal affairs tool in Axon Evidence that assists with report writing and tracking of officer-involved events such as use-of-force, injury, or pursuit incidents. Supervisors, Professional Standards, or Internal Affairs (IA) units can streamline their report writing duties by having direct access to any associated digital evidence and take advantage of predictive typing, task delegation, and data management features. System administrators can create custom forms specific to an agency's policies, design routing and approval processes to match your workflows, and create automated alerts so that reports are not bottlenecked for review.

With Axon Standards, users can also access interactive reports to help provide data-driven insights and quicker investigative outcomes. These reports can help supervisors and leaders in the chain of command to thoroughly investigate staff-involved incidents, ultimately leading to better transparency amongst the community

Axon My90

My90 is a comprehensive engagement tool that helps law enforcement leaders conduct surveys, capture data, and display the results. My90 collects, de-identifies, and aggregates the survey responses to identify trends, surface positive feedback, and find specific opportunities for improvement. My90's offers three types of surveys:

- POST-CONTACT SURVEYS – Text or web-based surveys automatically sent to 911 callers to evaluate their interaction with officers
- COMMUNITY SURVEYS – Sent to the general population either in-person or online using QR codes and URLs to gauge community-wide sentiments
- EMPLOYEE SURVEYS – Short "pulse surveys" sent to agency staff via text message, email, and the web to evaluate morale or staff burnout
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Training

Axon Virtual Reality

Axon Virtual Reality (VR) Training is an immersive training program that uses virtual reality hardware and software to enhance officer performance, critical thinking, and de-escalation skills. The solution is fully wireless and is made up of VR headsets, controllers, tablets, and integrated software.

Axon VR Training allows training at the station or a remote location, with its quick set-up experience and minimal amount of hardware. The solution has a small form factor, meaning there is no longer a need for a training room dedicated to housing cameras, truss systems, backpacks, or computers. Axon VR Training is very portable, and no complex room calibration is required.

The innovative Axon VR Training software is comprised of three core elements: Community Engagement Training, Simulator Training, and Axon Academy.

70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For video surveillance, our products generally fall into the categories of: - Body-worn cameras - In-vehicle camera solutions - Interview Room solutions - Digital Evidence Management Systems	*
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.	☒ Yes ☐ No	Axon's offer includes the Axon Body 3 and Axon Body 4 body-worn cameras, as well as the Axon Fleet 3 in-vehicle camera solution. These products, and the mounts below, are described in answer 69 and detailed product sheets are attached. The Axon Body 3 and 4 cameras are self-contained audio-visual unit with no external wires. The cameras utilize a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Whether officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy.	*
72	Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.	☒ Yes ☐ No	Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two	

		cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. Axon can build custom interview rooms to meet your specific needs. Available options include: - Overt and Covert Cameras - Covert Camera Enclosures - Microphones - Physical or Virtual Recording Servers - Touch Panels - Software application for workstations - POE Switches - Point-to-zoom cameras - In-room remote viewing indicator lights - Motion-detector camera activation - Button-Push / Toggle switch camera activation Detectives responsible for conducting interviews will have access to an easy-to-use solution that will reliably capture crucial statements and important body language. This evidence can then be reviewed later and used when building a case. The system is controlled with touch panels that are pre-installed with Axon Interview software. With a simple tap of the screen, detectives can start an interview from either inside or outside of the interview room. The touch panel also unlocks time-saving workflows that can be leveraged during an interview—such as metadata entry to make evidence management easier, audio/video masking to protect individual privacy, note-taking tools, and bookmarking features to flag points of interest in an interview for later review. Additionally, command staff or other personnel can keep track of interviews as they happen through Axon Interview's Live Streaming application. The personnel can view multiple rooms at once and add notes and markers to an interview in progress. For security, access to interview rooms via livestream can be password protected. Features and benefits REDUNDANT ON-PREMISE STORAGE SERVERS to prevent the loss of critical evidence if a connectivity issue were to occur prior to uploading to the cloud A CONTINUOUS RECORDING BUFFER that temporarily stores audio and video to local servers, which allows agencies to retrieve evidence if a user forgot to start a recording A SECURE EVIDENCE UPLOAD PROCESS TO AXON EVIDENCE that protects the chain of custody and offers cloud-based storage	*
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73	Video capable threat and weapons detection.	☒ Yes ☐ No	The Fleet 3 in-vehicle camera solution offers integrated Automatic License Plate Recognition technology. This technology can be used in combination with pre-defined criteria to alert based on a number of factors, such as a vehicle being stolen, or as part of an active search.	*
74	Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.	☒ Yes ☐ No	Axon Signal technology utilizes Bluetooth to activate nearby cameras in certain situations. This can be based on activating a TASER, withdrawing a weapon armed with Axon Signal Sidearm, and a variety of 12-volt signals in the vehicle, including, for example, activating sirens, a crash, or opening doors. Certain Axon Interview cameras can be configured to activate based on motion.	*

75	Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.	☒ Yes ☐ No	Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system. Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence. Please see the attached solution description for detailed information on Axon Evidence. Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions. Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or "capture" aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the "capture to courtroom" workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow. Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser. Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features.
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76	Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.	☒ Yes ☐ No	Docking stations The Axon Body 3 cameras are compatible with two types of docks—an 8-bay Dock and a 1-bay Dock. Each dock is designed to charge the camera or cameras, and provide a connection to our DEMS, Axon Evidence, to securely upload evidence and receive the newest operating system updates or configuration changes. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a images and specifications. Each dock function as an Ethernet adapter, an unmanaged network switch, and charger. All Axon Body 3 cameras are compatible with any Axon Body 3 Dock. All that is required to install an Axon Body 3 Dock, is the supplied Ethernet cable, an active internet port that connects to your network, and the included power cord. Upload rates average 30 MBPS withing a dock. Each time the Axon Body 3 camera is docked, the time is automatically checked and reset. The dates and timestamps sync with the atomic clocks at the National Institute of Standards and Technology (NIST) and cannot be altered, which protects the chain of custody. The timestamp can be displayed in local or UTC. Axon also provides an option for Wall Mount Brackets, which were designed to minimize the device-storage footprint, as well as provide easy access to your device(s). The docks are typically mounted at an angle to help keep devices connected and operating lights visible. Mounts The Axon Body 3 camera is a self-contained audio-visual unit with no external wires. The camera utilizes a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a detailed list with images of all mounting options. Whether your officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With
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			either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy. Axon Body 4 Point of View Module The Axon Body 4 camera offers an easily integrated point-of-view camera called the Axon Flex POV Accessory. The Flex POV module does not require charging or offload. When a Flex POV module is connected, Axon Body 4 will buffer and record from the POV module perspective. When the POV module is disconnected, Axon Body 4 will automatically switch back to the Body Worn Camera perspective. When a Flex POV module is connected to a user's camera for the first time, Axon Body 4 will prompt the user to set the POV orientation. The orientation of the POV module can be determined using the letter on the top of the POV module when mounted. Once set, orientation can be updated using the camera menu. Axon Body 4 Quick Disconnect Charger While the Axon Dock is the primary means of charging, the Axon cameras can be charged by any electrical charger with a USB connector. The Axon Body 4 uses a USB 3.0, Type-C receptacle. This flexibility allows an officer to charge a camera from any location with a USB-compatible power source. The Axon Body 4 also includes a magnetic disconnect charger for additional ease of charging.	
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	☒ Yes ☐ No	A successful program depends on the ease of implementation and the experience of the deployment team. Axon's Professional Services (PSO) team includes experienced professionals who have completed hundreds of deployments covering hundreds of thousands of cameras, as well as the supporting evidence management systems. Axon's PSO, data migration, training and Fleet installation teams have extensive experience helping agencies of all sizes implement their body-worn and in-car camera programs. By offering dynamic deployment plans, experienced deployment teams, and a solution developed in-house specifically for public safety, Axon is uniquely positioned to provide customers with an effective deployment, training, and	

support experience.

With Axon, customers receive a full solution, mitigating the project and support risks associated with having multiple, different suppliers. Axon has the manufacturing capability, financial capacity and skilled and available workforce to ensure that a program is successful. Our reputation for going above and beyond to ensure that our customers are not only satisfied, but successful with our products is well known throughout the industry, and we invite all customers to validate this with objective resources.

By having our staff complete installations, customers can expect project alignment, with end users gaining a more complete picture of the features and functionality of the solutions. Our PSO team is trained specifically to install our proprietary solutions, meaning customers will benefit from having installers with the most up-to-date product information, product training, and installation techniques.

Many of our PSO implementation specialists joined Axon directly from law enforcement and were responsible for planning and managing similar projects in their former law enforcement roles. This real-world experience is an invaluable resource and allows them to predict and overcome potential challenges as well as effectively collaborate with command and IT staff. Our staff can also offer guidance on custom workflows and processes to help use your body-worn and in-car cameras and DEMS effectively and in compliance with local laws and statutes.

When selecting a solution, it is worth considering whether the hardware and software were built from company acquisitions or developed by the same engineers who support it today. The proposed body-worn and in-car camera hardware and DEMS software were designed and maintained by Axon's in-house engineers, allowing our teams to easily pass on feedback for feature requests as programs progress. Our U.S.-based Technical Support team can engage directly with our in-house engineers for advanced troubleshooting if the need arises.

At the beginning of each program, we meet with customers to define requirements and outline a project schedule.

Our programs typically include items required to:

- Migrate your existing data;
- Establish integrations with your current platforms as defined in the requirements;
- Build and deliver your solutions;
- Configure all body-worn camera LTE sim cards, establishing them on the appropriate carrier networks, and

managing all body-worn LTE data plans.

Create your initial configuration in Axon Evidence;

Train your administrators;

Install your in-car cameras and,

Provide long term support.

Deployments are led by Axon's PSO team, who will begin by reviewing the proposed project plan with designated point of contact. Axon's PSO team will coordinate direction with this point of contact throughout the project to accomplish the tasks necessary for a smooth, successful implementation. During the implementation kick-off calls, our resources will work collectively to refine the plan, and define a final schedule.

These initial discussions will set expectations for deployment timing and staffing. Administrator guides, networking information, and other critical solution information will be provided to your program point of contact to assist with planning. Axon's PSO team will also evaluate the project for proper scoping and follow-up to obtain additional information if necessary prior to on-site services. This may include information on network specifications/bandwidth, CAD/RMS integration, desired offload method, and other system information that may require involvement from your network administrators or IT team. It is important to agree on a solid plan at the beginning of the program, as well as to set the policies that will guide how data is migrated and establish the rules that will be used to configure the systems.

The resulting plan will be documented and shared with each member of the team, providing the structure to successfully complete your project implementations.

Having your policies in place before deployment begins helps to streamline the go-live process and ensures officers are prepared to use the system as soon as possible. Additionally, necessary categories in Axon Evidence should be considered, as they determine evidence retention. Categories are completely customizable to meet your local policies and laws. To ensure proper input and legal compliance, customers should gather the following agency and community stakeholders before building your body-worn and in-car camera policies.

POLICY MAKERS – Stakeholders

such as command staff and community leaders should be included when developing body-worn and in-car camera policies.

FIELD TRAINING OFFICERS –

Officers who represent the end users of the devices.

EVIDENCE CUSTODIANS –

Including those who will be responsible for digital evidence sharing is key.

LEGAL REPRESENTATIVES –
Including members of the larger legal community can assist with community alignment and buy-in.

Once the proper stakeholders are gathered, Axon's team will collaborate with customer personnel to help draft the policy definitions necessary for the successful use of Axon Evidence.

First, user roles should be considered. User roles and their permissions in Axon Evidence are highly customizable, and our PSO team can assist with the development of custom roles during deployment. Identifying the level of permissions needed (such as the ability to view evidence, share evidence, download evidence, restrict evidence, etc.) for each role is customized. The guides provided by the PSO coordinator during initial planning conversations will help with this task.

When determining necessary custom retention categories, customers should consider consulting State Retention Schedules or other legal guidance. During on-site services, our PSO team can then offer guidance to set up these pre-determined retention categories in Axon Evidence. Having these critical system policies in place prior to deployment will support a quicker, more thorough roll-out.

While the primary Evidence solution will be maintained in the cloud, there can be a number of areas where Axon and customers will need to agree on information technology approaches and requirements.

This primarily includes decisions related to LTE and Wi-Fi uploads, networking permissions for body-worn camera docks, and offload methods for the Fleet 3 system.

These discussions will happen early in the program, allowing Axon to finalize details of the implementation plan, including configuration and installation requirements.

For customers with existing DEMS, Axon will help define a migration strategy. Axon Evidence is designed to be highly configurable, and supports the creation of both free-text metadata (tags) and customer-defined metadata fields. The flexibility of Axon Evidence ensures customers get the information they need that is most effective for searching, while at the same time standardizing their terminology over time. This supports greater efficiency, less re-training, and ultimately greater organizational value.

Every system your agency uses may be organized a little differently. For example, in your in-car video management system, you may

classify evidence as "Evidence Type" whereas in your CCTV system you may classify evidence as "Offense". Axon's migration process allows customers to visualize and map out how they want this information to appear in Axon Evidence.

Axon will work with customers to design a metadata mapping schema for Axon Evidence based on the metadata tags and fields from the legacy system. Based on this mapping schema, an Axon Field engineer will use our automated tools to map the desired metadata to fields, pre-append any audit information into Axon Evidence audit logs and upload the assets with this information populated in Axon Evidence.

Axon will demonstrate this migration in a test environment for customers to review and sign off that the data is uploaded and organized as desired.

Ingesting and pre-appending the audit trail for each piece of evidence maintains full evidentiary integrity as you migrate systems automatically. This allows Axon Evidence to be a single source of truth detailing the lifespan of your evidence.

Upon sign-off, Axon will install the migration tools and initiate upload into the live environment. The upload of historical data will commence after all legacy cameras are decommissioned to ensure that no evidence is lost in the transition.

Training

Training Overview

Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training.

We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase.

Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below.

Training Materials

Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence

Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist.

Additional curriculum and support materials include, but are not limited to:

- Job Aids
- E-Learning Certification Programs
- Video Training Demonstrations
- Software Simulations
- Enrollment for Virtual Classes
- Recordings of Previous Classes and Demonstrations
- Sample Lesson Plans

Key User Training (Train the Trainer)

End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance.

System Administration Training

System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings.

Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR.

Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users.

Axon Evidence User Training

If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance.

Recommended Class Structure / Training Plan

Under this project, Axon will provide the following training classes:

- One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions.
- One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these

sessions.

One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions.

Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users.

The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class.

Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately.

While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of the City.

Additional Training Resources and Continued Learning

Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software. Within Axon Academy, there are three different ways to learn:

ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users

VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor

CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras). Training content is developed and maintained by Axon subject matter

experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.

Fleet 3 Installation

Axon Fleet 3 significantly reduces the need for bulky and expensive components often seen in traditional in-car solutions. With Axon Fleet 3, customers will benefit from minimally-designed system components such as our integrated cameras built to capture both audio and video, as well as provide integrated ALPR capability. Our sleek hardware and non-obtrusive wiring installation help optimize space within the patrol vehicle and promote an open and safe cabin in which an officer can move about freely and unobstructed. The Axon Fleet 3 in-car system has a small form factor designed to offer a discreet and inconspicuous setup within a variety of vehicles, including civilian, unmarked, and patrol vehicles. Our team will work with customers to identify mounting locations within the vehicle that limit unwanted attention.

Our proposed solution will include all necessary wiring. Axon Fleet 3 has been developed to utilize Power over Ethernet (PoE) connections, which offer both greater connection speed and stability. All wiring will be installed and run underneath the lining of the vehicle or with the shape of the vehicle where possible. Any exposed wire will be secured, mounted, and bundled together to avoid any loose cabling.

During installation, our team will work with customers to determine the best mounting option for Axon Fleet 3 cameras in each vehicle, while keeping practical use and officer safety in mind.

Cameras are typically mounted to the windshield or rear glass with an adhesive and can be removed without permanent damage. The offered Fleet 3 system includes two cameras: the dual view, forward facing camera that includes the ALPR camera, and the interior camera to capture the rear cabin.

The Axon Fleet 3 Dual-View Camera is mounted on a swivel-ball joint that allows the camera to be panned and tilted to ensure objects of interest are within the camera's field of view. It supports 360-degree articulation. An Internal spring provides consistent sensory feedback as a user makes adjustments. The swivel-ball joint has detents that click in place every 22.5 degrees of horizontal rotation (pan) to hold the camera in the desired position.

The Axon Fleet 3 Interior Camera is mounted on an adjusted angle mount that allows the camera to be

tilted up or down to ensure objects of interest are within the camera's field of view. The Interior Mount can be adjusted to capture a comprehensive view of the cabin.

Long Term Support

In our view, a project is not over when a deployment is concluded. The final portion of any Axon delivery is our professional customer support, which starts after deployment concludes and continues for the life of the solution. Axon has included an initial five-year warranty as part of this project.

We have a multi-level approach to service, including our account specific Customer Success Managers, our 24/7 technical support and our Return Merchandise Authorization (RMA) team to help our law enforcement partners have the most successful body-worn, in-car camera and digital evidence management programs possible.

We begin the post-deployment process with a survey that allows all customers to provide feedback directly to Axon leaders, and we provide multiple options for getting help, offering suggestions, or expanding your Axon ecosystem.

Customer Success Manager

We assign a customer success manager (CSM) to your account for the remainder of your contract. Their goal is to support your day-to-day needs, educate you on new features, and help you receive value from your investment. Your CSM will wear multiple hats, from project management to product expert to consultant, and will continually be focused on making the City more efficient and confident in your daily workflows.

As your program develops and progresses, your CSM can take hardware and software feedback and pass it along to our engineers—another benefit of deploying a solution that is serviced by the same engineers who developed it. In fact, many new features have been built directly from such suggestions from our law enforcement partners. They will also work with your sales executive if any further purchases are desired. Your CSM can be reached by phone or email and can be adaptable to your communication preferences.

24/7/365 Technical Support

Our Technical Support team is US-based and offers live phone support 24 hours a day, seven days a week. This is included as part of your investment in the Axon ecosystem and any member of your agency can call; our staff will help anyone with their questions, not just supervisors. A caller is usually talking with one of our support staff within 30 seconds of placing their call. Online, email-based support and remote-location

		troubleshooting are also included. If a technical issue requires advanced troubleshooting or interfacing with our in-house engineers, our Senior Technical Support team (Tier 2) can take over from the Technical Support team (Tier 1). All senior technical support representatives hold certifications from their respective governments for access to CJI. The team currently holds a variety of education and information technology certifications, and many have a background in law enforcement. RMA Process If equipment needs to be returned for repair or warranty work, we make the process as simple and hassle-free as possible. Axon's return material authorization (RMA) request process is housed directly within Axon Evidence, allowing users with appropriate permissions to create repair requests easily. Our US-based RMA team works out of our Scottsdale, AZ headquarters. All returns are initiated, tracked, and managed using the hardware's unique device serial number, which also correlates with warranty status and helps protect evidence integrity if evidence recovery is needed. Axon's RMA process is also integrated with FedEx and return labels are provided at no extra cost.
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Table 15: Industry Specific Questions

Line Item	Question	Response *
78	Describe the security features of your proposed solutions in relation to data security.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance. Axon Evidence offers numerous data security management functions to meet and exceed industry standards for the architecture and security of Axon Evidence. Axon has developed and operates secure software development lifecycle procedures (SDLC). Execution within the SDLC ensures security is evaluated at every phase of development and that quality measures are met. All evidence data is encrypted at rest and in transit. Robust SSL/TLS is implemented for data in transit using TLS 1.2 with a 256-bit connection and Perfect Forward Secrecy. Evidence data stored at rest is encrypted with at least 256-bit AES. The graphic below offers a high-level view of the various layers of security implemented in the CJIS compliant solution. Axon's compliance with a number of security standards in addition to CJIS demonstrate our commitment to providing a trustworthy platform to our customers, and offers a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These additional certifications, compliance measures, and security assurances include: ISO/IEC 27001:2013 Certified - Information Security Management Standards ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls

ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud

CALEA Standard 17.5.4 Compliant

HIPAA and HITECH

AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence)

Cloud Security Alliance - CSA STAR Attestation (Level Two)

Cloud Security Alliance - CSA STAR Self-Assessment (Level One)

Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508

BWC Security Overview

Law enforcement data is among the most sensitive in the world and, with Axon's robust information security program, we can help keep that data protected at all times. Our latest body-worn camera, Axon Body 3, includes a number of security features that help keep your valuable evidence and other information safe.

Both physical and software approaches ensure the security of data even if the camera is lost or stolen, and help you maintain a proper chain of custody.

Physical Security

SECURED COMPARTMENT – Axon assembles Axon Body 3 cameras with Torx screws, thus preventing access to the storage without proper tools.

EMMC STORAGE (EMBEDDED MULTIMEDIA CARD) – eMMC storage is populated on the circuit board rather than using an SD card. Accessing and reading eMMC is difficult and would require destruction and/or modification of the circuit board. Videos cannot be deleted from the camera. Cameras will not natively mount into a Microsoft Windows operating system like a mass storage device such as a flash drive or external hard drive would.

Software/Firmware Security

NO PARTITION TABLE – The storage media does not have a partition table and will show as an unreadable drive/ card (under any operating system).

ENHANCED VIDEO AUTHENTICITY & INTEGRITY VALIDATION – Authentication and validation checks between the camera and Axon Evidence;

SIGNED COMMANDS – Cryptographic validation of commands sent to the camera from Axon Evidence;

SECURE BOOT – Only trusted, cryptographically signed firmware will run on the camera;

HASH TREE IMPLEMENTATION – Facilitates multiple layers of forensic integrity;

DISK ENCRYPTION – While on the device, evidentiary video is protected from manipulation with AES-XTS 128-bit encryption. Currently AES-128 is acceptable for protection of classified data, up to SECRET, by the US federal government.

Secure Transfer

The Secure Upload Process

Axon cameras are designed to protect and preserve the evidence they capture. The cameras store all video files securely in onboard storage until the files are completely and successfully transferred into the digital evidence management system. All communication between the Axon Body 3 camera and Axon Evidence is conducted over 256-bit AES encryption to safeguard data during transfer.

During offload from the camera to Axon Evidence:

1. The precomputed SHA-2 cryptographic hash tree is located for each video that needs to be uploaded and each SHA-2 hash tree is computed immediately after the corresponding MP4 video finishes recording.
2. The SHA-2 cryptographic hash tree and video metadata are transmitted to Axon Evidence. The MP4 video files are saved securely on Axon Evidence in their original state, as verified by the SHA-2 hash tree function.
3. Upon completion of the upload process, the SHA-2 cryptographic hash tree values are evaluated to detect data corruption of any kind. A contiguous SHA-2 hash is computed after this verification step.
4. Once the hash values and data integrity are verified, the file is confirmed to be uploaded, and the corresponding video files are deleted from the camera. If a transfer is terminated before its video files are fully uploaded, any files not completely uploaded to Axon Evidence will remain on the camera, so that upload can resume the next time the camera is docked or connected.

Loss of power to an Axon camera will not cause data loss or corruption. The devices maintain a suitable amount of backup power to ensure proper shutdown. If a device were to lose power, it would properly close out all incident files (videos) to ensure that no data was lost or corrupted. In the event of sudden and complete power loss, the device will perform a video recovery operation during the next boot process and close out the incident file. The interrupted recording file, as well as any previously recorded files, will be available once power is restored.

79	Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.	As a cloud-based system, Axon Evidence's architecture is modular, scalable, and extensible. All data is stored in the Evidence instance at a Microsoft Azure data center. Managing the vast amount of digital evidence available to agencies today can be overwhelming. Especially when the burden is on end users to keep evidence organized—no matter the source. This becomes even more difficult when digital evidence is stored in various locations, on different devices, and across many platforms. Axon's unlimited third-party storage plan—which includes storage for both Axon-captured evidence and third-party evidence—offers agencies a modernized approach to digital evidence management that is affordable, convenient, modular, secure and can scale to meet any storage requirements. With unlimited storage, Axon Evidence can be the main source of storage for all digital evidence. You can then easily manage, store, share, receive, and investigate your data all from a single system. To help with the usability of large data volumes, content that has not been viewed or accessed for six months may be moved into archival storage. Archived files are still searchable and can be retrieved with a single click. Interview Room Axon Interview uses a local storage server to temporarily store video before upload to Axon Evidence. This is in place to ensure that no evidence is lost due to communications issues. Axon Body Worn Cameras Axon cameras will never overwrite previously recorded footage. It is not possible to delete or modify any video content on the device; videos are only deleted from the camera once they completely and verifiably upload to the application. This safeguard ensures no video content is accidentally lost or altered. The Axon Body 3 has 64 GB of non-removable storage to house captured video files and the camera's operating system. This is sufficient to hold 11 to 46 hours of recorded video (depending on resolution). The Axon Body 4 has 128 GB of non-removable storage on a solid state eMMC to house captured video files and the camera's operating system. This is sufficient to hold 11 to 103 hours of recorded video (depending on resolution). Axon Performance Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics. Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set. Please see the attached solution overview for more information. Auto-transcription As cases make their way through the justice system, an accurate transcript will be required at some point. Manual transcription typically takes 4-10 times longer to produce than the length of the actual audio, meaning there are often lengthy backlogs and budget constraints, which slow the delivery of admissible evidence. Furthermore, during the transcription process, transcribers are forced to repeatedly listen to potentially disturbing audio to ensure accuracy. To address these issues, Axon's Transcription Assistant offers access to powerful artificial intelligence (AI) and an intuitive user interface (UI) to help make transcribing audio faster and more efficient.
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80	Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.	Axon Evidence is a Digital Evidence Management System (DEMS), and a large benefit with Axon is that our full ecosystem of products natively integrates with Axon Evidence. There is never a need to worry about the core integration of evidence collection, storage and management as Axon provides all these capabilities. Axon has a proven integration with situational awareness systems such as RapidSOS and Flock through our Axon Respond API. This API is fully developed and requires no additional work for customers. Generally, the situational awareness systems will begin polling Axon Respond continuously, providing real-time access to officer locations. The location data of both body-worn and Fleet cameras will flow into these systems for visualization on their display. Integration with CAD/RMS Auto-tagging is a feature that categorizes videos based on the correlated event metadata captured by the respective systems. Common data already collected by the CAD or RMS, such Event ID, Event Type, Officer Badge ID, and Dispatched and Cleared Times can be automatically associated with evidence, without the need for manual intervention. Integrating a CAD or RMS system with Axon Evidence will save officers valuable time, because the majority of tags will be automatically added by the system. With auto-tagging, officers simply record videos with Axon body-worn or in-car cameras and upload them. Axon Evidence will use the data from the CAD and RMS solutions to apply the appropriate tags. Officers will still be able to add custom metadata tags in the field. On a regular schedule, customers export a database-printout file to a specific folder from the CAD or RMS software. The printout file format, generally an .xml or .csv, is designed to comply with Axon Evidence requirements for integration. Axon supplies a .NET 4.0 service "Integrator Application" on your server that monitors the selected folder. When the service detects the presence of a printout file, it encrypts the file using AES 256-bit encryption and sends it securely to Axon Evidence. After Axon Evidence confirms receipt of the file, the application deletes the local copy of the file. Axon Evidence decrypts the printout file and parses the data found in the file. Using an algorithm, Axon Evidence determines which evidence file each piece of data applies to and tags those files appropriately. Evidence can be auto-tagged for 72 hours after upload, and then will require manual tagging. When Axon Evidence finishes processing a batch of data received from the CAD/RMS solution, it sends the specified recipients a reporting email that includes summary results of the processing and detailed reports about evidence matched.
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81	Describe how your system allows for secured sharing of videos – file sharing systems.	Sharing Evidence Axon Evidence enables users to share content with internal and external stakeholders without the need for additional licenses. This includes other agencies already using Axon Evidence or Axon Justice Premier, as well as external users who do not have Axon Evidence accounts. Sharing with Outside Agency Axon Evidence Users Axon Evidence makes it easy to share evidence and cases with other Axon Evidence agencies, as well as those utilizing our Justice Premier solution for prosecutors and public defenders. Since these external users already have Axon Evidence credentials, shared evidence can be used in the same way as their own digital evidence. After evidence is added to Axon Evidence, a user can simply share the case with any of their trusted partner agencies with Axon Evidence credentials. As users share evidence with partner agencies, the partner agencies will only have access to the data a user has chosen to share via an access list. All unshared data remains completely unavailable. When files are shared with a partner agency, Axon Evidence sends a copy of the files and their associated metadata, which the partner agency can manage independently without affecting the original evidence. Any evidence that is shared is preserved in its original form in the sharer's instance of Axon Evidence. Sharing With Non-Axon Evidence Users A user can share evidence with those who are not Axon Evidence users by emailing a download link to an external email address. Audit Trails, Table of Contents, and Transcripts, an Optional Message and the Duration in days that the share is active, can all be shared with the core evidence. All included documents will be made available via a ZIP folder, which a recipient can access without having to sign into an Axon Evidence account. There are no additional authorizations or licenses required by Axon to share files using this method. However, please note that access can no longer be centrally controlled once it is downloaded locally. Data Export Users cannot modify original videos captured for chain of custody and chain of evidence reasons. If the original content or video evidence is uploaded as an MP4 it will be downloaded as an MP4 for review. Axon does not apply any proprietary formats when files are exported. This applies with any files such as PDF, DOC, AVI, WAV, MP3, AAC, etc. At the time of upload an SHA cryptographic hash function is generated and used to verify the integrity of the content uploaded. This SHA hash is also available at time of download for verification of authenticity.
82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - 2023 Axon Pricebook - Sourcewell 2.0.xlsx - Tuesday October 10, 2023 15:41:59
 - [Financial Strength and Stability](#) - AXON_2022_AnnualReport.pdf - Tuesday October 10, 2023 15:42:15
 - [Marketing Plan/Samples](#) - Cooperative Contract Marketing Example.docx - Wednesday October 11, 2023 15:08:36
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:43:02
 - [Standard Transaction Document Samples](#) - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:42:43
 - [Upload Additional Document](#) - Product Descriptions.zip - Tuesday October 10, 2023 15:46:25
 - [Requested Exceptions](#) - Sourcewell RFP 101223 - Axon's Exceptions.docx - Tuesday October 10, 2023 15:42:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kenneth Maum, Senior Proposal Manager, Axon

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_RFP_101223_Public_Safety_Surveillance Thu October 5 2023 08:32 AM	☒	3
Addendum_10_RFP_101223_Public_Safety_Surveillance Mon October 2 2023 03:56 PM	☒	1
Addendum_9_RFP_101223_Public_Safety_Surveillance Tue September 26 2023 03:16 PM	☒	1
Addendum_8_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 04:09 PM	☒	1
Addendum_7_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 07:35 AM	☒	1
Addendum_6_RFP_101223_Public_Safety_Surveillance Wed September 20 2023 12:49 PM	☒	1
Addendum_5_RFP_101223_Public_Safety_Surveillance Mon September 18 2023 03:49 PM	☒	1
Addendum_4_RFP_101223_Public_Safety_Surveillance Fri September 15 2023 10:52 AM	☒	1
Addendum_3_RFP_101223_Public_Safety_Surveillance Tue September 5 2023 03:47 PM	☒	1
Addendum_2_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 01:53 PM	☒	2
Addendum_1_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 11:11 AM	☒	2

AMENDMENT #1
TO
CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below (Effective Date) by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as “parties.”

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

Supplier requested that its Canadian affiliate, Axon Public Safety Canada, Inc., be named as an additional Contract holder.

Therefore, the parties agree that as of the effective date of this Amendment, the named Contract holder “Axon Enterprise, Inc.” in Contract # 101223-AXN will be replaced with “Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc.”

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Axon Enterprise, Inc. and it's Canadian
affiliate Axon Public Safety Canada, Inc.

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Signed by:
By: Robert Driscoll
55DAEBB131A4424...
Robert Driscoll, VP, Assoc. General Counsel

Date: 2/4/2025 | 10:39 AM CST

Date: 2/4/2025 | 9:07 AM MST

CITY OF YUBA CITY
STAFF REPORT

Date: March 18, 2025
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Deputy Director of Development Services

Summary

Subject: Reconnecting Communities and Neighborhoods Grant Agreement - Signing Authority

Recommendation: Adopt a Resolution with the following actions:

A. Authorize the City Manager to enter into a Subrecipient Agreement with Sacramento Area Council of Governments to receive \$750,000 in grant funding for the Reconnecting Communities and Neighborhoods Grant through the US Department of Transportation and;

B. Authorize the Finance Director to make a supplemental appropriation of \$250,000 to CIP account 941353, and \$500,000 to CIP account 941354 to receive grant funds

Fiscal Impact: The \$750,000 in grant funds will be used as follows:
- \$250,000 to Public Works for a SR20 Bike/Pedestrian Crossing Feasibility study, and
- \$500,000 to Development Services for the Central City Specific Plan Update and Green Zone Objective Design Standards

Purpose:

To authorize the City Manager and City staff to enter into an Agreement with the Sacramento Area Council of Governments (SACOG) and receive \$750,000 in grant funding through the US Department of Transportation (USDOT).

Council's Strategic Goal:

This project addresses Council's goals of fiscal responsibility, public safety, and infrastructure.

Background:

The Sacramento Area Council of Governments (SACOG) received funding from the U.S. Department of Transportation for the next phase of their Green Means Go project. This planning investment will be used to accelerate development in designated "Green Zones", or areas that have been identified for infill development and to reimagine neighborhoods and address transportation needs, through the Reconnecting Communities and Neighborhoods (RCN) grant.

SACOG reached out to City Staff to identify potential projects and needs within our jurisdiction, that could benefit from the RCN grant. Staff identified three (3) potential projects: 1. Updating the Central City Specific Plan, 2. Updating the City's Objective Design Standards, and 3. Facilitating a SR20 Bike/Pedestrian Path Crossing Feasibility Study.

In March of 2024, The City was notified that SACOG's regional application to the USDOT, including the City's \$750,000 portion, was approved, and now, the City has received the final Subrecipient Agreement from SACOG for review and execution.

Analysis:

The Subrecipient Agreement for the RCN grant awards \$150,000 for the Objective Design Standards Update, \$350,000 for the Central City Specific Plan Update, and \$250,000 for the SR20 Bike/Pedestrian Path Crossing Feasibility Study. All work on these items is to be completed by the end of 2029. City Staff will work with consultants to meet the timeline and provide the required deliverables.

The Subrecipient Agreement now requires review by the City Attorney and signature by the City Manager for execution.

Fiscal Impact:

The \$750,000 in grant funds will be used as follows:

- \$250,000 to Public Works for a SR20 Bike/Pedestrian Crossing Feasibility study, and
- \$500,000 to Development Services for the Central City Specific Plan Update and Green Zone Objective Design Standards Update

Alternatives:

Provide direction to staff on possible modification of Subrecipient Agreement with SACOG. This may require negotiation between parties, delaying the time that the City will have to complete the projects.

Recommendation:

Adopt a Resolution to:

A. Authorize the City Manager to enter into a Subrecipient Agreement with Sacramento Area Council of Governments to receive \$750,000 in grant funding for the Reconnecting Communities and Neighborhoods Grant through the US Department of Transportation and;

B. Authorize the Finance Director to make a supplemental appropriation of \$250,000 to CIP account 941353, and \$500,000 to CIP account 941354 to receive grant funds.

Attachments:

1. Attachment 1- Resolution Authorizing City Manager to Enter Subrecipient Agreement for RCN Grant with SACOG
2. Attachment 2 - RCN Subrecipient Agreement with SACOG

Prepared By:
Shannon Sardo
Administrative Analyst II

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AUTHORIZING
THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH
SACRAMENTO AREA COUNCIL OF GOVERNMENTS TO RECEIVE \$750,000 IN
GRANT FUNDING FOR THE RECONNECTING COMMUNITIES AND
NEIGHBORHOODS PROGRAM**

WHEREAS, SACOG is a Designated Subrecipient of the United States Department of Transportation (USDOT) Neighborhood Access and Equity Discretionary Grant Program (NAE Grant Program); and

WHEREAS, SACOG is the Designated Subrecipient acting as the “pass-through” entity for purposes of payment of the federal funds to the Subrecipient, per the requirements on pass-through entities under 2 C.F.R. parts 200 et seq. and 1201 et seq., including 2 C.F.R. 200.331–200.333 and 23 U.S.C. 106(g)(4) where applicable; and

WHEREAS, The City of Yuba City has been awarded \$750,000 for the Reconnecting Communities and Neighborhoods Program through SACOG; and

WHEREAS, the parties wish to enter into this Subrecipient Agreement to document the terms and conditions of SACOG’s funding of The City’s project.

NOW, THEREFORE BE IT RESOLVED AND ORDERED by the City Council of the City of Yuba City as follows:

(1) The City Council hereby authorizes the City Manager to enter into the Subrecipient Agreement with Sacramento Area Council of Governments for the grant funding from the US Department of Transportation for the Reconnecting Communities and Neighborhoods Program, subject to approval as to legal form by the City Attorney; and

(2) The City Council further hereby authorizes the Finance Director to provide budget appropriation to receive grant funds, as it relates to the Reconnecting Communities and Neighborhoods Program Grant.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 18th day of March 2025.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

**SACRAMENTO AREA COUNCIL OF GOVERNMENTS
SUBRECIPIENT AGREEMENT**

With

CITY OF YUBA CITY

for the

**Reconnecting Communities and Neighborhoods Program:
Yuba City Central Revitalization Plan and SB 20 Bike/Pedestrian Crossing**

THIS SUBRECIPIENT AGREEMENT is made and entered into effective on _____ by and between **SACRAMENTO AREA COUNCIL OF GOVERNMENTS**, a California joint powers agency (“SACOG”) and **CITY OF YUBA CITY** (“Subrecipient”).

RECITALS

WHEREAS, SACOG is a Designated Subrecipient of the United States Department of Transportation (USDOT) Neighborhood Access and Equity Discretionary Grant Program (NAE Grant Program); and

WHEREAS, the *U.S. Department of Transportation General Terms and Conditions Under the Fiscal Year 2023 Neighborhood Access and Equity Program: FHWA Projects* (NAE Terms and Conditions), revised April 8, 2024, is referenced as part of the USDOT Agreement and defines additional responsibilities and requirements that must be followed as a condition to receiving and using the NAE Grant funding; and

WHEREAS, the *U.S. Department of Transportation Exhibits to FHWA Grant Agreements Under the Fiscal Year 2022 Reconnecting Communities Pilot Program* (Exhibits), dated April 24, 2023, is referenced in the RCP Terms and Conditions, and further defines responsibilities and requirements that must be followed as a condition to receiving and using the RCP Grant funding; and

WHEREAS, the Reconnecting Communities Program Discretionary Grants Performance Measurement Guidance (Performance Measures), updated July 6, 2023, is referenced in this Agreement and used in the USDOT Agreement and the RCP Terms and Conditions to define responsibilities and requirements regarding the development, measurement, and reporting of project performance measures; and

WHEREAS, the SACOG is the Designated Subrecipient acting as the “pass-through” entity for purposes of payment of the federal funds to the Subrecipient, per the requirements on pass-through entities under 2 C.F.R. parts 200 et seq. and 1201 et seq., including 2 C.F.R. 200.331–200.333 and 23 U.S.C. 106(g)(4) where applicable; and

WHEREAS, the parties wish to enter into this Subrecipient Agreement (“Agreement”) to document the terms and conditions of SACOG’s funding of Subrecipient’s project.

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Work: The purpose of this Agreement is to set out the terms and conditions applicable to SACOG's transfer of NAE Grant Program funds to Subrecipient and for Subrecipient to fully perform all work necessary to complete the Project as identified in **Exhibit A** (Scope of Work) which includes the tasks to be performed by Subrecipient as well as Project deliverables, timeline and budget. Attached hereto as **Exhibit C** and incorporated herein is the Funding Agreement. Any proposed amendment to Exhibit A must be agreed to in advance by the parties pursuant to a written amendment in accordance with Section 12 and is subject to approval by SACOG, or any other Federal or State agency having jurisdiction.

a. Scope of Responsibilities.

- 1) SACOG shall engage the Subrecipient and the Subrecipient shall be responsible for the complete performance of the work described in Exhibit A, including the grant-funded and any in-kind match work, in accordance with the budget constraints described in Exhibit A
- 2) Subrecipient subcontracts for work identified in Exhibit A are required to be procured consistent with any applicable rules and guidelines.

b. Personnel. The Subrecipient shall hire personnel to perform the work described in Exhibit A, only in the following manner.

- 1) Subrecipient Personnel. The Subrecipient, upon approval and authorization of its governing body, shall utilize employees with salaries that do not vary on the basis of funds received from SACOG.

c. Materials to be Furnished to the Subrecipient.

- 1) SACOG shall, if applicable, provide the Subrecipient with a right to use (without charge by SACOG) information, data, reports, records and maps which are in possession of or readily available to SACOG, for the purposes of carrying out work under this Agreement. However, SACOG's proprietary information or otherwise confidential or privileged materials shall not be provided to the Subrecipient, unless authorized by SACOG's legal counsel, except as provided under the Public Records Act and other state and federal laws.
- 2) At the option of SACOG and if allowable under Federal and State grant requirements, SACOG may, if applicable to project scope of work, procure equipment, software, or other materials for use by the Subrecipient, only for purposes of carrying out work described under this Agreement. The Subrecipient agrees to comply with all license agreements for software or other materials procured by SACOG for use by the Subrecipient.
- 3) If applicable, all equipment, software, or other materials provided to the Subrecipient under this Agreement shall remain the property of SACOG and shall be returned to SACOG upon project completion.

2. Time of Performance:

- a. Subrecipient will commence work upon the effective date of this Agreement and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Subrecipient will provide written progress reports to SACOG quarterly as shown in **Exhibit D**. Subrecipient agrees to follow, and to require its contractors to follow, the timeline identified in **Exhibit A**. If a substantive change to the identified timeline is desired, Subrecipient's Project Manager will provide an immediate written request for approval to the SACOG Project Manager, including the reasons for the requested change. Approval by the SACOG Project Manager will not be unreasonably withheld.
- b. All work will be completed and this Agreement will expire on **December 31, 2029** unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which written agreement is subject to approval by SACOG. Final invoices must be submitted by **January 31, 2030**.
- c. The services provided pursuant to this Agreement shall begin upon issuance of a Notice to Proceed by SACOG's Procurement Officer to the Subrecipient.

3. Compliance with Laws: Subrecipient will comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all Federal regulatory requirements associated with the funding provided to Subrecipient hereunder. These regulations, orders, circulars, and directives include, without limitation, the following: 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*; and 2 CFR, Chapters 1 and 2, Parts 200, 215, 220, 225, and 230, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Further, Subrecipient will require the appropriate debarment certification form from all Subrecipient contractors and Subrecipient certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency.

4. Funding Amount: The amount to be paid to Subrecipient under this Agreement will not exceed **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00)** unless agreed to in advance by the parties pursuant to a written amendment. In no instance will SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.

5. Reporting and Payment:

- a. On a quarterly basis, Subrecipient will provide SACOG with both a written report on the progress made on the Scope of Work (Exhibit A) and an invoice for reimbursement pursuant to Subsection 6.b. below. Invoices for contractual work completed through June 30 of a fiscal year must be submitted by July 30. Final invoices must be submitted by **January 31, 2030**. Subrecipient shall submit written invoices by email to the SACOG Project Manager. Subrecipient's written progress report shall be completed on the

- required Quarterly Report form included as **Exhibit D**, and shall be for the periods ending March, June, September and December.
- b. Payments to Subrecipient hereunder will be made in arrears. Subrecipient will submit a detailed and properly documented invoice on its letterhead for reimbursement at least quarterly, which invoice will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Subrecipient has already incurred costs for the Project using eligible funds. Attached as **Exhibit H** is SACOG's matrix of required supporting documentation for subrecipient invoices.
 - c. The Subrecipient shall, in accordance with applicable law, be entitled to reimbursement of indirect costs.
 - d. Subrecipient will be notified within ten (10) business days following receipt of its invoice by SACOG of any circumstances or data identified by SACOG in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for SACOG, in its opinion, to substantiate billings. SACOG reserves the right to withhold payment of disputed amounts.
 - e. Subrecipient agrees that the "Contract Cost Principles and Procedures," 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200.
 - f. Subrecipient shall comply with, and shall require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation ("Caltrans") Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link: <https://travelpocketguide.dot.ca.gov/>. Lodging rates shall not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.
 - g. Subrecipient and its contractors and subcontractors shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates reasonable, allowable, and allocable costs and matching funds for work elements by line item and produces reports which clearly identify reimbursable costs and other expenditures and shall provide support for all invoices sent to SACOG.
 - h. Any costs for which payment has been made to Subrecipient that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or any other applicable State or Federal regulations, are subject to repayment by Subrecipient to SACOG within thirty (30) days of the Sub recipient receiving notice of final audit findings. Should Subrecipient fail to return disallowed cost to SACOG within thirty (30) days, SACOG is authorized to withhold payments due to Subrecipient from other SACOG-administered programs.

- i. Subrecipient and its contractors and subcontractors shall comply with:
California Public Contract Code, Sections 10300 to 10334, and 10335 to 10381; and all other applicable State and Federal statutes, regulations, and guidelines or additional restrictions, limitations, conditions, or any statute enacted by the state legislature or adopted by the California Transportation Commission that may affect the provisions, terms, or funding of this project in any manner.
- j. All costs charged to this Agreement by the Subrecipient shall be supported by properly executed payrolls showing labor (wage) rates per hour, and if applicable, copies of Internal Revenue Service W-2 or 1099 Forms, or both; time records, including timesheets or time cards signed by the employee and approved by the supervisor; and invoices and vouchers, evidencing in proper detail the nature of the charges. These costs shall comply with the cost principles cited above in this Section of the Agreement.
- k. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 5(f) through 5(k) above. The Subrecipient agrees to furnish documentation to SACOG to support this requirement that its agreements with a contractor contain the required provisions.

6. Contract Documents: Each and every term, condition and provision of the following documents are incorporated herein by reference:

- a. The Designated Subrecipient Agreement;
- b. NAE Terms and Conditions located at [NAE FY23 FTA - General.pdf \(transportation.gov\)](#);
- c. RCP Terms and Conditions located at <https://www.transportation.gov/sites/dot.gov/files/2023-04/rcp-fy2022-fhwa-general-terms-and-conditions-20230424.pdf> ;

7. Independent Contractor: The Subrecipient, and the agents and employees of the Subrecipient, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of SACOG. Subrecipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit SACOG to any decision or course of action, and will not represent to any person or business that they have such power. Subrecipient has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Subrecipient in the performance of work funded by this Agreement. Subrecipient will be solely responsible for all matters relating to the payment of its employees and contractors including, but not limited to, compliance with all laws, statutes, and regulations governing such matters.

8. Termination:

- a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified,

return receipt requested, addressed to the other party at the address indicated in Section 17 below.

- b. If either party issues a notice of termination, SACOG will reimburse Subrecipient for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 6 and less any compensation to SACOG for damages suffered as a result of Subrecipient's failure to comply with the terms of this Agreement.
- c. Subrecipient will have the right to terminate this Agreement in the event SACOG is unable to make required payments, including, without limitation, a failure of Caltrans or CalSTA to appropriate funds. In such event, Subrecipient will provide SACOG with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to SACOG at the address indicated in Section 17.

SACOG will make payment to Subrecipient through the date of termination, subject to the provisions of Section 6 above.

9. Assignment: The parties understand that SACOG entered into this Agreement based on the Project proposed by Subrecipient. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by the Subrecipient either in whole or in part.

10. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the scope of work (Exhibit A), unless modified pursuant to Section 12.

12. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.

13. Contractors and Subcontractors: Subrecipient will be fully responsible for all work performed by its contractors and subcontractors.

- a. SACOG reserves the right to review and approve, which approval shall not be unreasonably withheld, any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
 - 1) Comply with applicable State and Federal law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug- Free Workplace Act, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards,” 2 CFR, Part 200.

- 2) Maintain at least the minimum State-required Workers’ Compensation Insurance for those employees who will perform the work or any part of it.
- 3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.
- 4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- 5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
- 6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.

14. Written and Electronic Versions of Work Products and Related Materials; Publishing. The Subrecipient shall provide copies of all of its deliverables created pursuant to the Scope of Work to SACOG in an electronic format. Hard copies will also be provided upon SACOG’s request. Related materials, including any reports, newsletters or other written materials will also be provided in hard copy and/or electronic format, upon SACOG’s request.

- a. Any graphic images accompanying the text of these written materials shall be included, in digitized form, in the electronic version.
- b. The electronic versions of all written materials and accompanying graphic images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions.
- c. Materials in the electronic version shall be presented to SACOG in a commonly used electronic format, including the native file.
- d. All deliverables produced under this Agreement which include Subrecipient logos shall also include the SACOG.

15. Indemnity: Subrecipient will indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees (collectively and individually, the “Indemnitee(s)”) from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys’ fees and costs, damages, and liabilities (collectively “Losses”) arising out of or in any way connected with the performance of this Agreement, including, without limitation, any demand for return of all or a portion of the funds provided by SACOG to Subrecipient under this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee in proportion to fault. Subrecipient shall pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys’ fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

16. Audit, Retention and Inspection of Records:

- a. SACOG or its designee, including but not limited to any State or Federal agency, will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code Sections 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.* (when applicable) and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7.
- b. Subrecipient agrees to provide SACOG or its designee, the State, the California State Auditor or any duly authorized representative of the State or Federal government (including FHWA), with any relevant information requested and will permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable Federal and State laws and regulations. Subrecipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- c. If so directed by SACOG upon expiration of this Agreement, the Subrecipient will cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.

17. Project Managers: SACOG's Project Manager for this Agreement is **Greg Chew**, unless SACOG otherwise informs Subrecipient. With the exception of notice of termination sent by certified mail pursuant to Section 8 above, any notice, report, or other communication required by this Agreement will be emailed or mailed by first-class mail to the SACOG Project Manager at the following address:

Greg Chew, Senior Planner
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814
Phone: 916-340-6227
Email: gchew@sacog.org

Subrecipient's Project Managers for this Agreement are **Ben Moody and/or Doug Libby**. No substitution of Subrecipient's Project Manager is permitted without prior written agreement by SACOG, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 8 above, any notice, report, or other communication to Subrecipient required by this Agreement will be emailed or mailed by first-class mail to:

Ben Moody, Director of Public Works and Development Services
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993
Phone: 530-822-4629
Email: bmoody@yubacity.net

Doug Libby, Deputy Director, Development Services
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993
Phone: 530-822-3231
Email: dlibby@yubacity.net

18. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by the Subrecipient of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

20. Litigation: Subrecipient will notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

21. Americans with Disabilities Act (ADA) of 1990; Accessibility: By signing this Agreement, Subrecipient assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Subrecipient also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code Sections 4450 and 4454, if applicable.

22. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations, (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101, *et seq.*, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code Section 12990, *et seq.*), and other California State

discrimination laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. SACOG prohibits discrimination by its employees, subrecipients, contractors and consultants.

Subrecipient hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that Subrecipient will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Subrecipient to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Subrecipient and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally- Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Subrecipient and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Subrecipient and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Subrecipient and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status. Subrecipient and its contractors and subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Subrecipient and its contractors and subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act

- (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*), as well as Title 2, California Code of Regulations, Section 8103. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Subrecipient and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
 - e. Subrecipient, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Subrecipient shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
 - f. Subrecipient and its contractors will include the provisions of this Section 22 in all contracts to perform work funded under this Agreement. Subrecipient shall take such action with respect to any such contract as SACOG or U.S. DOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.
 - g. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, SACOG shall impose such contract sanctions as it or the U.S. DOT may determine to be appropriate, including, but not limited to:
 - 1) Withholding of payments to the Subrecipient under this Agreement until the Subrecipient complies, and/or
 - 2) Cancellation, termination or suspension of the Agreement, in whole or in part.

23. Drug-Free Certification: By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or the organization's policy of maintaining a drug-free workplace;
- 3) Any available counseling, rehabilitation, and employee assistance programs; and
- 4) Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee of Subrecipient who works under this Agreement will:

- 1) Receive a copy of Subrecipient's Drug-Free Workplace Policy Statement; and
- 2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.

24. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Subrecipient will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

25. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Subrecipient certifies, to the best of his or her knowledge or belief, that:
 - 1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - 2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for

making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- c. Subrecipient also agrees by signing this Agreement that he or she will require that the language of this certification be included in all lower tier contracts and subcontracts.

26. Prevailing Wage and Labor Requirements.

- a. Should Subrecipient award any construction contracts utilizing Federal funds under this Agreement, Subrecipient agrees to comply with all pertinent statutes, rules and regulations promulgated by the Federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kick back and payroll records requirements of the Copeland "Anti-Kickback" Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
- b. Should Subrecipient award any "public work" contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Subrecipient agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

27. Disadvantaged Business Enterprise (DBE) Assurances by SACOG: SACOG has signed the following assurances, applicable to all U.S. Department of Transportation (DOT) assisted contracts: SACOG shall not discriminate on the basis of race, color, national origin, or sex in the award or performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 Code of Federal Regulations (CFR) Part 26. SACOG shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. SACOG's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in the Agreement. Implementation of the SACOG DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to SACOG of any failure to carry out its approved program, DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801, *et seq.*)

28. Disadvantaged Business Enterprise (DBEs) Participation by Subrecipient and its Contractors: This Agreement is subject to, and Subrecipient agrees to comply with, Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs." DBE's and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with Federal funds; however, DBE participation is not a condition of award. Subrecipient agrees to complete the SACOG DBE Information Form so that SACOG may

compile statistics for Federal reporting purposes. The SACOG DBE Information Form is attached hereto as Exhibit I and incorporated herein by this reference.

- a. Non-Discrimination: Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as SACOG deems appropriate.
- b. Prompt Payments to DBE and Non-DBE Subcontractors: Subrecipient shall insert the following clauses in any contract funded under this Agreement:
 - 1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from Subrecipient. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Subrecipient. This clause applies to both DBE and non-DBE subcontracts.
 - 2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Subrecipient. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Subrecipient agency. If Subrecipient makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Contractor fails to promptly return retainage as specified above, Subrecipient shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as Subrecipient agency deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

 - 3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.
- c. Records: Subrecipient shall maintain records of all contracts and subcontracts entered into with certified DBEs and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE contractor, subcontractor or vendor and the total dollar amount actually paid each DBE contractor, subcontractor or vendor. The records shall show the date of payment and the total dollar

figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to SACOG.

- d. Termination of a DBE: In conformance with 49 CFR Section 26.53:
- 1) Subrecipient shall not permit its contractor to terminate a listed DBE subcontractor unless the contractor has received prior written authorization from Subrecipient's Project Manager. Subrecipient's Project Manager will authorize termination only if the Project Manager determines that the contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
 - 2) Prior to requesting Subrecipient's authorization to terminate and/or substitute a DBE subcontractor, the contractor shall give notice in writing to the DBE subcontractor, with a copy to Subrecipient, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five (5) days to respond to the contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why Subrecipient should not approve the contractor's action. Subrecipient may, in instances of public necessity, approve a response period shorter than five (5) days.
 - 3) If a DBE subcontractor is terminated or fails to complete its work for any reason, the contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
- e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the Subrecipient in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the Subrecipient in writing with the date of certification. The contractor shall then provide to SACOG's Project Manager written documentation indicating the DBE's existing certification status.
- f. Noncompliance by Subrecipient: Subrecipient's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

Any contract entered into by Subrecipient as a result of this Agreement shall contain all of the provisions of this Section.

29. Non-Liability of SACOG: SACOG shall not be liable to Subrecipient or any third party for any claim for loss of profits or consequential damages. Further, SACOG shall not be liable to Subrecipient or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.

30. Debarment Responsibilities: Subrecipient agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding

of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.

31. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

32. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Sacramento County.

33. Integration: This Agreement represents the entire understanding of SACOG and Subrecipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

34. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

35. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

36. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

37. Ownership; Permission: Subrecipient represents and warrants that all materials used in the performance of the Project work, including, without limitation, all computer software materials and all written materials are either produced and owned by Subrecipient or that all required permissions and license agreements have been obtained and paid for by Subrecipient. Subrecipient will defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

38. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be

deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

39. Amendments Required by Federal or State Agencies: If the FTA, FHWA, Caltrans, or any other Federal or State agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.

40. Ambiguities: The parties have each carefully reviewed this Subrecipient Agreement and have agreed to each term and condition herein. No ambiguity will be construed against either party.

41. Press Releases: Each party will obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.

42. FFATA Requirements: Subrecipient agrees that it will comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, "Reporting Subaward and Executive Compensation Information," 2 C.F.R. Part 170, [75 Fed. Reg. 55670 - 55671, September 14, 2010]. Subrecipient's compliance shall include the reporting, record retention, and access requirements set forth in Exhibit "E," attached hereto and incorporated herein.

43. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR part 93 ("Clean Air requirements"). Subrecipient agrees to report each Clean Air requirement violation to SACOG and understands and agrees that SACOG will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

44. Disputes: Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of SACOG's Contracts Administrator and General Counsel. This Committee may consider the written information or additional verbal information submitted by Subrecipient at the request of the Committee. A determination shall be made by the Committee within ten (10) business days. In the event that Subrecipient disputes the Committee's determination, Subrecipient may request review by SACOG's Executive Director of unresolved claims or disputes, other than audit, not later than thirty (30) days after completion of all work under the Agreement. The Subrecipient's request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse Subrecipient from full and timely performance in accordance with this Agreement.

45. Rebates, Kickbacks, or Other Unlawful Consideration: Subrecipient warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SACOG employee. For breach or violation of this warranty, SACOG shall

have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

46. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Subrecipient shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

47. Equipment Purchase:

- a. Prior authorization in writing, by SACOG's Project Manager shall be required before Subrecipient enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Subrecipient services. Subrecipient shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Subrecipient's Cost Proposal and exceeding \$10,000 prior authorization by SACOG's Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this contract is subject to the following: "Subrecipient shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year and an acquisition cost of \$10,000 or more. If the purchased equipment needs replacement and is sold or traded in, SACOG shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Subrecipient may either keep the equipment and credit SACOG in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SACOG procedures, and credit SACOG in an amount equal to the sales price. If Subrecipient elects to keep the equipment, fair market value shall be determined at Subrecipient's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SACOG and Subrecipient, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SACOG." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than

- \$10,000 is credited to the project.
- d. All subcontracts in excess \$25,000 shall contain the above provisions.

(Signature Page to Follow)

IN WITNESS THEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE; FIRST APPEARING ABOVE:

**SACRAMENTO AREA COUNCIL OF
GOVERNMENTS**

CITY OF YUBA CITY

JAMES CORLESS
Executive Director

DIANA LANGLEY
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to SACOG

SHANNON CHAFFIN, City Attorney
Aleshire & Wynder, LLP

RECOMMENDED BY:

ATTEST:

GREG CHEW
Senior Planner

BEN MOODY
Director of Public Works and
Development Services

EXHIBIT A
SACOG – Reconnecting Communities and Neighborhoods (RCN)
Sub-Recipient Grantee Scope of Work/Deliverables/Budget

Project Title: Yuba City Central Revitalization Plan and SB 20 Bike/Pedestrian Crossing

Task #	Detailed Description of Tasks / Milestones	Task Timeline (in months and year)	Deliverable(s) including delivery date	Total Budget	RCN Funding	Other Funds (include source)
	ACTIVITY #0: PROJECT REPORTING					
0.	Regular reporting to SACOG (this is a required task for all projects) for ALL ACTIVITIES	Month 1 – November 2024 Project assumed to be completed November 2026. Grant deadline September 30, 2029	1. Progress report and invoicing	\$40,000	\$40,000	N/A
	Project Reporting - Subtotal			\$40,000	\$40,000	N/A
	ACTIVITY #A: CENTRAL CITY SPECIFIC PLAN					
A1.	<u>Task 1: Project Initiation and Management</u> In a kick-off meeting with City staff, the consultant team will review, refine, and finalize the scope of work, project schedule, and plan area boundaries. A site visit to the plan area will be included. This meeting will include a high-level discussion regarding the goals of the project, opportunities and constraints, and potential for changing the name of the Plan. As part of project management for the Specific Plan Update, consultants will keep the project on track through regular meetings with City staff. PM also includes time for invoicing through the life of the project.	Month 1-24	1. Final Scope of Work, Work Plan and Schedule 2. Kickoff Meeting Agenda and Summary 3. Monthly Check-in Calls 4. Monthly Consultant Invoices	\$20,000	\$20,000	N/A

A2.	<u>Task 2: Existing Conditions and Policy Documents Review</u> The consultant(s) will review existing physical conditions of the Plan Area and document changes that have taken place since adoption. Existing land use, transportation and economic development will be reviewed. Existing noise conditions will be collected and analyzed in anticipation of an amendment to the Noise Ordinance in future tasks. In addition, the consultant will review relevant policy documents that may influence goals for the Specific Plan Update, including the existing Central City Specific Plan, Yuba City General Plan, Zoning Ordinance and Development Code, 6th Cycle Housing Element, and other appropriate documents. The consultant will compile findings into an Opportunities and Constraints report, including Existing Physical Conditions, Noise Conditions, and Existing Policy and Regulatory Documents Review, and highlighting opportunities for new entertainment uses, housing, connectivity improvements and others.	Months 2-4	1. Opportunities and Constraints Report	\$50,000	\$50,000	N/A
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A3.	<u>Task 3: Community Engagement</u> The consultant will collaborate with City Staff to plan, manage, and implement community engagement activities as outlined in a proposed outreach plan. The consultant will prepare and provide any materials required to implement the proposed engagement plan including but not limited to flyers, posters, presentation materials, and other engagement tools (e.g. surveys), and reports. This effort will include leading and facilitating meetings with key stakeholders, community workshops to gain input from members of the public, and study sessions with the Planning Commission and City Council.	Month 2-20	1. Engagement Plan 2. Engagement materials 3. Three (3) Stakeholder meetings 4. Two (2) Community Workshops 5. Two (2) Planning Commission and City Council Study Sessions	\$70,000	\$70,000	N/A
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A4.	<u>Task 4: Alternatives Development and Selection</u> The consultant(s) will prepare two to three Land Use and Connectivity Alternatives for land use, connectivity, parking and other elements of the Specific Plan. Alternatives will be described in plans, graphic visuals, and text. The consultant will also propose approaches to updating regulations within the Specific Plan area, that may include revisions to existing regulations, or another regulatory approach to development standards. These approaches will be summarized in a memorandum. Following the collection of input on the Land Use and Connectivity Alternatives and Urban Design Concepts, a Preferred Alternative will be identified. This will serve as the basis for the Specific Plan Update. In addition, the consultant will develop Urban Design Concepts for the Specific Plan Area with a focus on placemaking to create a lively main street environment that will attract entertainment uses. The Urban Design Concepts will be illustrated by drawings, sections and other visual materials.	Month 4-8	1. Two (2) to Three (3) Land Use and Connectivity Alternatives 2. Approaches to Updating Regulations 3. Preferred Alternative 4. Urban Design Concepts	\$60,000	\$60,000	N/A
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A5.	<u>Task 5: Draft Specific Plan Update</u> The consultant will develop an Administrative Draft Specific Plan Update, compliant with State law, for review by City staff. The Specific Plan Update will serve as the City's regulatory document for the next 20 years, guiding long-range development and implementation. The Specific Plan Update chapters will likely include Introduction, Vision, Land Use, Urban Design, Development Standards, and Circulation and Parking. After review by City staff, the consultant will create a Public Review Draft Specific Plan Update. Any required Zoning and General Plan amendments will be created by the consultant to be approved when the Specific Plan Update is adopted. In addition, a Noise Ordinance Amendment is anticipated to be needed to accommodate entertainment uses in the Specific Plan area.	Month 8-14	1. Administrative Draft Specific Plan Update 2. Public Review Draft Specific Plan Update 3. Zoning and General Plan Amendments 4. Noise Ordinance Amendment	\$72,000	\$72,000	N/A
A6.	<u>Task 6: Environmental Analysis</u> The project consultant will prepare an environmental analysis consistent with CEQA. This is likely to be an Addendum to the existing Specific Plan EIR. Technical sections in the Addendum are anticipated to be needed for transportation analysis and noise analysis, among others. The consultant will also coordinate with the City to provide SB-18 Tribal Consultation as State law requires.	Month 14-20	1. Addendum to existing Central City Specific Plan EIR 2. SB-18 Tribal Consultation	\$42,000	\$42,000	N/A

A7.	<u>Task 7: Presentation and Adoption of Specific Plan Update</u> The consultant will work with City staff to present the Specific Plan Update, and Zoning, General Plan and Noise Ordinance Amendments, along with associated environmental analysis, at hearings for the Planning Commission and City Council. The consultant will make any final revisions to the Specific Plan and environmental analysis based on changes adopted by the City Council.	Month 20-22	1. Planning Commission Hearing 2. City Council Hearing 3. Adopted Final Specific Plan Update in PDF format	\$16,000	\$16,000	N/A
	Activity #A Central City Specific Plan Sub-total Costs			\$330,000	\$330,000	N/A
	ACTIVITY #B: OBJECTIVE DESIGN STANDARDS					
B1	<u>Request for Proposals Development and Release:</u> City will draft and release an RFP to invite qualified consultants to submit proposals for the development of Citywide Objective Design Standards. The RFP will outline the project scope, project requirements, and evaluation criteria.	Month 1-3	Released RFP, Proposals Received	\$10,000	\$10,000	N/A
B2	<u>Award Contract:</u> City will evaluate all submitted proposals based on the criteria outlined in the RFP. The evaluation process will involve scoring proposals on experience, cost, and quality of previous work of a similar nature. The City will then award the contract to the most qualified firm.	Month 4	Awarded Contract	\$5,000	\$5,000	N/A

B3	<u>Project Initiation and Management</u> City will work with the selected firm to finalize the project specific Scope of Work and Project Schedule. Project team will be established, and a kick-off meeting will be held to exchange information and initiate work on the project. The Consultant will conduct project management tasks throughout the project, including overseeing schedule, budget, invoicing, and staffing. The consultant will establish regular check-ins with City staff to review progress. All subsequent tasks will be conducted primarily by the Consultant, in direct communication with City staff.	Month 4	Final Scope of Work, Kick-off meeting agenda	\$15,000	\$15,000	N/A
B4	<u>Research and Analysis of Existing Conditions</u> Consultant will conduct extensive review and analysis of Yuba City's General Plan, Zoning Ordinance, Design Guidelines, Specific Plans, and other City documents to understand and analyze existing policies and framework. These documents, and extensive analysis, will be used as a reference when preparing the Citywide Objective Design Standards. Consultant will also visit the City to assess existing character, neighborhoods and districts. This research will be compiled into a draft Analysis of Existing Conditions Memo and revised following City staff comment.	Months 5-7	Draft and Final Analysis of Existing Conditions Memo	\$25,000	\$25,000	N/A

B5	<u>Community Engagement</u> The consultant will create a draft Community Engagement Plan for the Citywide Objective Design Standards project outreach. The plan will outline engagement efforts, methods, timing, and responsibilities throughout the engagement effort. In addition, the Community Engagement Plan will include specific ways that the project team can facilitate engagement in historically underrepresented and underserved communities. The Plan will outline stakeholders, including but not limited to individuals in the housing, real estate, and development fields. The Plan will include specific task, materials, and meetings that will be conducted in the community to increase community engagement in the project. This may include the following: • Print and Digital Engagement Materials / Website • Presentations / Workshops with the Planning Commission and/or City Council • Stakeholder Meetings • Community Meetings	Months 8-12	Draft and Final Community Engagement Plan, Engagement Materials, Presentations and Agendas to Council, Commissions, Stakeholders, and Summaries from Community Meetings	\$40,000	\$40,000	N/A
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B6	<u>Development of Citywide Objective Design Standards</u> The Consultant will compile input and analysis from previous tasks and develop specific recommendations for new form-based objective design standards. These specific recommendations will be outlined for City staff, in addition to diagrams, section, axonometric views, and/or other illustration formats to best graphically and functionally communicate the standard to the reader. These recommendations will be presented to City staff for review and discussion, and then subsequently finalized for community and stakeholder review. After compiling input from staff, community members, and stakeholders on the recommendations, the Consultant will draft the Citywide Objective Design Standards. All design guidance will be objective, meaning they shall involve no personal or subjective judgement by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion. Following review of the administrative draft document, staff will provide comments to the Consultant, which will result in the Public Review Draft. Objective Design Standards are generally exempt from environmental review. The Consultant will provide documentation required under the California Environmental Quality Act (CEQA) supporting a determination of statutory exemption, which can be used in agenda reports during the approval process.	Months 13-17	Draft and Final Recommendations Memo, Draft and Final Objective Design Standards Document, Environmental Review Memo	\$35,000	\$35,000	N/A
B7	Presentation and Adoption Hearings	Months 18-19	Council/Commission presentations, Final Citywide Objective Design Standards document	\$10,000	\$10,000	N/A
	Activity #B Objective Design Standards – Sub-total costs			\$140,000	\$140,000	

	ACTIVITY #C: STATE ROUTE 20 BICYCLE/PEDESTRIAN CROSSING					
C1	<u>Request for Proposals Development and Release:</u> City will draft and release an RFP to invite qualified planning and engineering consultants to submit proposals for evaluation of a potential bike/pedestrian crossing along State Route 20 within the city limits of Yuba City.	Months 1-4	RFP for Engineering/ planning services	\$10,000	\$10,000	
C2	<u>Award Contract:</u> City will evaluate all submitted proposals based on the criteria outlined in the RFP. The evaluation process will involve scoring proposals on experience, cost, and quality of previous work of a similar nature. The City will then award the contract to the most qualified firm.	Month 5	Awarded Contract	\$5,000	\$5,000	
C3	<u>Project Initiation and Management</u> City will work with the selected firm to finalize the project specific Scope of Work and Project Schedule. Project team will be established, and a kick-off meeting will be held to exchange information and initiate work on the project. The Consultant will conduct project management tasks throughout the project, including overseeing schedule, budget, invoicing, and staffing. The consultant will establish regular check-ins with City staff to review progress. All subsequent tasks will be conducted primarily by the Consultant, in direct communication with City staff.	Month 6	Final Scope of Work, Kick-off meeting agenda	\$15,000	\$15,000	
C4	<u>Research and Analysis of Existing Conditions</u> Consultant will conduct extensive review of SR 20 and seeking potential options for bike/ped crossing. Consultant will evaluate and document existing conditions and identify best potential opportunity areas.	Months 7-10	Draft and Final Analysis of Existing Conditions Memo	\$35,000	\$35,000	

C5	<u>Community Engagement</u> The consultant and city will contact known stakeholder groups, such as neighborhoods groups, recreation bike groups, businesses along the corridor for input in potential locations and solutions. City may hold up to two public community meetings to discuss options and conceptual design solutions.	Months 11-13	Summary memo of comments from stakeholder groups; public meeting agendas and presentations; notes from meetings.	\$40,000	\$40,000	
C6	<u>Concept planning and engineering for bike/ped crossing</u> Develop preliminary conceptual plans for one to three locations including design configurations. Select one preferred option.	Months 14-17	Document summarizing conceptual design plans and locations, with identified preferred option	\$50,000	\$50,000	
C7	<u>Council presentation and action as needed</u> City council or appropriate body will be debriefed on analysis and preferred technical solution for SR 20 bike/ped crossing	Month 18	Staff report	\$10,000	\$10,000	
C8	<u>Engineering Documentation</u> With remaining funds, prepare a Design Memorandum document the preferred location and conceptual design	Months 19-21	Based on available resources, prepare engineering documentation for preferred location and design of bike/ped crossing	\$75,000	\$75,000	
	Activity #C: State Route 20 Bicycle/Pedestrian Crossing – Subtotal Costs			\$240,000	\$240,000	
	TOTAL COSTS – all activities			\$750,000	\$750,000	

EXHIBIT B
DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of Federal funds:

- a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency;
- b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (Federal, State, or local); violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- d) has within a three-year period preceding this certification had one or more public transactions or contracts (Federal, State, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency.

By: _____ Date: _____
(Authorized Signer for Subrecipient)

(Printed Name and Title of Signer)

Subrecipient Local Agency

Local Agency Address

City, State, Zip

Phone number & Email address

EXHIBIT C
FUNDING AGREEMENT



ISSUE MEMORANDUM

TO Dee Lam, Division Chief
Division of Local Assistance
(916) 202-0620; Dee.Lam@dot.ca.gov

FROM Gretchen Chavez (Acting), Deputy Division Chief
Division of Local Assistance
(279) 599-1075; Gretchen.Chavez@dot.ca.gov

PREPARED BY Robert Peterson (Acting), Deputy Division Chief
Division of Local Assistance
(916) 206-7197; Robert.Peterson@dot.ca.gov  11/21/2024

Bob Baca, Branch Chief
Division of Local Assistance
(279) 599-3199; Bob.Baca@dot.ca.gov  11/20/2024

DATE November 20, 2024

SUBJECT **Reconnecting Communities and Neighborhoods (RCN)
Neighborhood Access and Equity (NAE) Program, Sacramento
Area Council of Governments (SACOG) Recipient Agreement
(RA) and Designated Subrecipient Agreement (DSA)**

☒ Request for Approval	☐ For Information
☐ Request for Discussion	☒ For Signature

SUBJECT	Reconnecting Communities and Neighborhoods (RCN) Neighborhood Access and Equity (NAE) Program, SACOG Recipient Agreement (RA) and Designated Subrecipient Agreement (DSA)
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TRACKING NUMBER

TIME FACTOR

SACOG (subrecipient) has requested that the California Department of Transportation (Caltrans) sign the agreement at its earliest convenience.

BACKGROUND

SACOG, in collaboration with the California Department of Transportation (Caltrans), will be using RCN (NAE) Grant Program funds for SACOG: GREEN MEANS GO: Green Zone Access and Equity Regional Planning Project (Project).

DISCUSSION/PRO-CON ARGUMENTS

Signing this RA and DSA, will allow SACOG to advance planning, engineering, design and project development activities to address barrier transportation facilities in nine federally designated disadvantaged communities that are (1) locally prioritized for infill development and (2) share the challenge of high volume, autocentric facilities that bisect existing neighborhoods to limit both economic and transportation mobility.

EFFECT ON EXISTING LAW

Not applicable.

ESTIMATED COST

The Project cost is estimated to be \$22,500,000 requested through RCN (NAE) funds.

**SUBJECT Reconnecting Communities and Neighborhoods (RCN)
Neighborhood Access and Equity (NAE) Program, SACOG
Recipient Agreement (RA) and Designated Subrecipient
Agreement (DSA)**

RECOMMENDATION

It is recommended that the Division Chief sign the grant agreement (RA and DSA), so SACOG can move forward with the award of the GREEN MEANS GO: Green Zone Access and Equity Regional Planning Project.

APPROVED

Gretchen Chavez

11/21/2024

**Gretchen Chavez (Acting), Deputy Division
Chief**

Date

ATTACHMENTS

1. FY 2023 RCN (NAE) Recipient Agreement (Between FHWA and Caltrans)
2. FY 2023 RCN (NAE) Subrecipient Agreement (Between Caltrans and SACOG)

CC

FILE

FY 2023 NEIGHBORHOOD ACCESS AND EQUITY (NAE) DISCRETIONARY GRANT PROGRAM RECIPIENT- DESIGNATED SUBRECIPIENT AGREEMENT

This Federal Fiscal Year (FY) 2022-2023 project specific Neighborhood Access and Equity (NAE) Discretionary Grant Program Recipient - Designated Subrecipient Agreement (Agreement) is between the State of California Department of Transportation (Caltrans) Division of Local Assistance (Recipient or Caltrans) and Sacramento Area Council of Governments (SACOG), a Metropolitan Planning Organization (Designated Subrecipient), collectively known as “Parties.”

RECITALS

WHEREAS, NAE Grant funds were provided under the authority of the Inflation Reduction Act, Pub. L. No. 117-169 (Aug. 16, 2022) (the “IRA”) made funds available to the United States Department of Transportation (the “USDOT”) for fiscal year 2022 to carry out the Neighborhood Access and Equity (NAE) Grant Program; and

WHEREAS, on July 5, 2023, the United States Department of Transportation (USDOT) posted a funding opportunity through the Fiscal Year (FY) 2023, Neighborhood Access and Equity (NAE) Grant Program at Grants.gov, with the funding opportunity title “Neighborhood Access and Equity (NAE) Program” and funding opportunity number DOT-NAE-FY23-01; and

WHEREAS, this notice of funding opportunity posted at Grants.gov, as amended on July 19, 2023, (the “NOFO”) solicited applications for Federal financial assistance under the fiscal years 2023 NAE Program; and

WHEREAS, on or before September 28, 2023, the Designated Subrecipient applied for NAE Grant funding from the United States Department of Transportation (USDOT) for SACOG Green Means Go: Green Zone Access and Equity Regional Planning Project (Project), which will advance planning, engineering, design and project development activities to address barrier transportation facilities; establish a Community-Based Organization Working Group to support equity-centered planning processes that engage traditionally marginalized groups; and establish career pathways for vulnerable community members; and

WHEREAS, the Designated Subrecipient’s application for Project (Grant Application), referenced in section 1 of schedule A of the SACOG Green Means Go: Green Zone Access and Equity Regional Planning Project for Project between the USDOT and the Recipient, includes Standard Form 424 and all information and attachments the Designated Subrecipient submitted with that form through Grants.gov, and

WHEREAS, on March 13, 2024, the USDOT announced application selections under the NOFO selecting Project for NAE Grant funding in the amount of \$22,500,000 for the Project; and

WHEREAS, in this Agreement, “NAE Grant” means an award of these funds to Project that were made available through the NOFO; and

WHEREAS, as a condition to receive the NAE Grant, the USDOT requires the Recipient and the USDOT, to enter into the USDOT Grant Agreement under the Fiscal Year 2023 NAE Program Project Agreement for the [SACOG Green Means Go: Green Zone Access and Equity Regional Planning Project] (USDOT Agreement) that awards and allocates \$22,500,000 in NAE Grant funding for the Project to the Recipient; and

WHEREAS, this Agreement reflects the Recipient decision to subaward the NAE Grant Project funding to the Designated Subrecipient; and

WHEREAS, this Agreement reflects the Designated Subrecipient decision to receive the Subaward, defined in 2 C.F.R. § 200.1, of the NAE Grant funding for the purpose of carrying out the Federal award; and

WHEREAS, the Office of the Secretary of Transportation is responsible for the USDOT's overall administration of the NAE Grant Program; and

WHEREAS, the Federal Highway Administration (Administering Operating Administration) will administer the USDOT Agreement, on behalf of the USDOT; and

WHEREAS, the *U.S. Department of Transportation General Terms and Conditions Under the Fiscal Year 2023 Neighborhood Access and Equity Program: FHWA Projects* (NAE Terms and Conditions), revised October 1, 2024, is referenced as part of the USDOT Agreement and defines additional responsibilities and requirements that must be followed as a condition to receiving and using the NAE Grant funding; and

WHEREAS, the *U.S. Department of Transportation Exhibits to FHWA Grant Agreements Under the Fiscal Year 2023 Reconnecting Communities Pilot Program/Neighborhood Access and Equity Program (RCN): FHWA Projects* (Exhibits), dated April 8, 2024, is referenced in the NAE Terms and Conditions, and further defines responsibilities and requirements that must be followed as a condition to receiving and using the NAE Grant funding; and

WHEREAS, the Reconnecting Communities Program Discretionary Grants Performance Measurement Guidance (Performance Measures), updated July 6, 2023, is referenced in this Agreement and used in the USDOT Agreement and the NAE Terms and Conditions to define responsibilities and requirements regarding the development, measurement, and reporting of project performance measures; and

WHEREAS, the Parties want the Designated Subrecipient to carry out the Project with the Recipient acting as the "pass-through" entity for purposes of payment of the federal funds to the Designated Subrecipient, per the requirements on pass-through entities under 2 C.F.R. parts 200 et seq. and 1201 et seq., including 2 C.F.R. 200.331–200.333 and 23 U.S.C. 106(g)(4) where applicable; and

WHEREAS, for the purpose of 23 U.S.C. 106(g), the Recipient shall act as if funds under this award are Federal funds under title 23, United States Code; and

WHEREAS, on or about 03/18/2016, the Parties entered into an Administering Agency - State Agreement for Federal-Aid Projects agreement (Master Agreement); and

WHEREAS, the Parties, will concurrently enter into this Agreement, which defines specific project responsibilities between the Designated Subrecipient and the Recipient for Project and include specific project responsibilities to USDOT that are necessary for the development and timely delivery of the Project; and

WHEREAS, this Agreement further establishes oversight and delegation of responsibilities between the Recipient and the Designated Subrecipient, outlined in this Agreement, the Master Agreement, and as allowed per Article 3.7(2) of the NAE Terms and Conditions.

The Parties therefore agree to the following:

AGREEMENT

ARTICLE I. PURPOSE

Section 1.01 Purpose.

(a) The purpose of this award is to fund an eligible project that improves walkability, safety, and affordable transportation access through context-sensitive strategies; addresses an existing eligible facility that create barriers to community connectivity or negative impacts on the human or natural environment, especially in disadvantaged or underserved communities; conducts planning and capacity building activities in disadvantaged or underserved communities; or conducts technical assistance to units of local government to facilitate efficient and effective contracting, design, and project delivery and to build capacity for delivering surface transportation projects. The parties will accomplish this purpose by achieving the following objectives:

- 1) timely completing the Project; and
- 2) ensuring the award funds provided under this Agreement are not used as a substitute for non-Federal investment in the Project, except as proposed in the Technical Application, and as modified by schedule D.

(b) In this section, the term “facility,” is used as defined at 23 U.S.C. 177(c).

ARTICLE II. USDOT AND RECIPIENT ROLES

Section 2.01 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is responsible for the USDOT’s overall administration of this Grant Program, the approval and execution of the USDOT Agreement, and any modifications to the Recipient Agreement under section 15.1 of the USDOT Agreement.
- (b) The Federal Highway Administration (the “FHWA”) will administer the Recipient Agreement on behalf of the USDOT. The “Administering Operating Administration” means the FHWA.
- (c) The Recipient is responsible for the approval of this agreement and any modifications to this agreement under section 15.01.

Section 2.02 USDOT Program Contacts

If the Capital-Planning Designation in section 1 of schedule F is “Planning”:

FHWA NAE Program Manager—Planning Grants
Kenneth Petty
Federal Highway Administration
Office of Planning, Environment, and Realty
1200 New Jersey Avenue SE
Room E72-330
Washington, DC 20590
(202) 366-6654
kenneth.petty@dot.gov

If the Capital-Planning Designation in section 1 of schedule F is “Capital Construction”:

FHWA NAE Program Manager—Capital Construction Grants
Karen Perritt
Federal Highway Administration
Office of Planning, Environment, and Realty
1200 New Jersey Avenue SE
Room E76-326
Washington, DC 20590
(202) 366-9482
karen.perritt@dot.gov

And for all awards:

OST RCN Program Manager
United States Department of Transportation
Office of Infrastructure Deployment (OST P-40)
1200 New Jersey Avenue SE
Washington, DC 20590
ReconnectingCommunities@dot.gov

Section 2.03 USDOT Program Contacts

- (a) The Recipient is the pass-through entity for purposes of payment of the federal funds to the Designated Subrecipient per the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333 and 23 U.S.C. 106(g)(4) where applicable.

Article III. DESIGNATED SUBRECIPIENT ROLE

Section 3.01 Statements on the Project.

- (a) The Designated Subrecipient states that:

- 1) all material statements of fact in the Technical Application were accurate when that application was submitted; and
- 2) schedule E documents all material changes in the information contained in that application.

Section 3.02 Statements on Authority and Capacity.

(a) The Designated Subrecipient states that:

- 1) it has the authority to receive Federal financial assistance under this agreement;
- 2) it has the legal authority to complete the Project;
- 3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- 4) not less than the difference between the total eligible project costs listed in section 3 of schedule D of the USDOT Agreement and the Neighborhood Access and Equity (NAE) Program Grant Amount listed in section 1 of schedule D is committed to fund the Project;
- 5) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and
- 6) the individual executing this agreement on behalf of the Designated Subrecipient has authority to enter this agreement and make the statements in this article 3 and in section 21.07 on behalf of the Designated Subrecipient .

Section 3.03 USDOT and Recipient Reliance.

(a) The Designated Subrecipient acknowledges that:

- 1) the USDOT and the Recipient relied on statements of fact in the Technical Application to select the Project to receive this award;
- 2) the USDOT and the Recipient relied on statements of fact in both the Technical Application and this agreement to determine that the Designated Subrecipient and the Project are eligible under the terms of the NOFO;
- 3) the USDOT relied on statements of fact in the Technical Application and the USDOT Application to establish the terms of the USDOT agreement; and
- 4) the Recipient relied on statements of fact in both the Technical Application and the USDOT Agreement to establish the terms of this agreement; and
- 5) the USDOT selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

Section 3.04 Project Delivery.

- (a) The Designated Subrecipient shall complete the Project under the terms of this agreement.
- (b) The Designated Subrecipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to projects of the Administering Operating Administration and the Recipient.

Section 3.05 Rights and Powers Affecting the Project.

- (a) The Designated Subrecipient shall not take or permit any action that deprive it or the Recipient of any rights or powers necessary to their performance under the USDOT Agreement and under this Agreement, without written approval of the Recipient and the USDOT.
- (b) The Designated Subrecipient shall act promptly, in a manner acceptable to the USDOT and the Recipient, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Designated Subrecipient's performance under the USDOT Agreement and to the Designated Subrecipient's performance under this agreement.

Section 3.06 Notification of Changes to Key Personnel.

- (a) The Designated Subrecipient shall notify all USDOT and all Recipient representatives who are identified in section 5 of schedule A in writing within 30 calendar days of any change in key personnel who are identified in section 4 of schedule A.

Section 3.07 Subaward to Designated Subrecipient.

- (a) Section 9 of schedule A of the USDOT Agreement identifies a Designated Subrecipient, therefore:
 - 1) the Recipient hereby awards a subaward to the Designated Subrecipient for the purpose described in section 1.01;
 - 2) the Recipient and the Designated Subrecipient entered into this agreement, separate from the USDOT Agreement and to which the USDOT is not a party, which assigns responsibilities, including administrative and oversight responsibilities, among the Recipient and the Designated Subrecipient; and
 - 3) for the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

Section 3.08 Designated Subrecipient Statements and Responsibilities.

- (a) Section 9 of schedule A in the USDOT Agreement identifies a Designated Subrecipient. The Designated Subrecipient:
 - 1) affirms all statements and acknowledgments that are attributed to the Recipient under sections 3.1 and 3.2 of the USDOT Agreement; and
 - 2) shall assume the Recipient's reporting obligations under articles 7 and 8 of the NAE Terms and Conditions.

Article IV. AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

Section 4.01 Federal Award Amount.

- (a) The USDOT awarded a Neighborhood Access and Equity (NAE) Grant to the Recipient in the amount listed in section 1 of schedule D of the USDOT Agreement as the NAE Program Grant Amount.
- (b) The Recipient hereby subawards an NAE grant to the Designated Subrecipient in the amount listed in 1 of schedule D of the USDOT Agreement as the NAE Program subaward Grant Amount.

Section 4.02 Federal Funding Source

- (a) If section 4 of schedule F identifies the Funding Source as "General Fund," then the NAE Grant is from the NAE Program funding that was made available in fiscal year 2022 to be

available until September 30, 2026, to be available until September 30, 2026, at IRA, tit. VI, subt. E § 60501.

Section 4.03 Federal Obligations.

- (a) If the Federal Obligation Type identified in section 2 of schedule D is “Single,” then:
 - 1) this agreement apportions for the budget period the amount listed in section 1 of schedule D as the NAE Grant Amount and sections 4.3(c)–4.3(h) do not apply to this agreement;
 - 2) the Designated Subrecipient shall submit a Request for Authorization to the Recipient, per the process and procedures detailed in the Local Assistance Procedures Manual (LAPM) for the amount of funding and the phase of work specified in Schedule D of the USDOT Agreement; and
 - 3) the federal reimbursable work on Project shall not begin, until the Designated Subrecipient requests and receives FHWA authorization approval via an “E76” document, that shows the appropriate amount of federal funds have been authorized by FHWA to the appropriate phase of work, as detailed in Schedule D of the USDOT Agreement.
- (b) If the Federal Obligation Type identified in section 2 of schedule D is “Multiple,” then:
 - 1) an amount up to the NAE Grant Amount listed in section 1 of schedule D will be obligated with one initial authorization and one or more subsequent, optional authorizations, as described in sections 4.3(c)–4.3(h).
 - 2) the Designated Subrecipient shall submit a Request for Authorization to the Recipient, for the amount of funding and phase of work specified in Schedule D of the USDOT Agreement, per the process and procedures detailed in the Local Assistance Procedures Manual (LAPM). The Request for Authorization submitted by the Designated Subrecipient to the Recipient shall not exceed the amount obligated to the project by FHWA and Section 4.03(a) of shall not apply to this Agreement.
 - 3) the NAE federal reimbursable work on any Project phase of work shall not begin, until the Designated Subrecipient requests and receives FHWA authorization approval via an “E76” document, that shows the appropriate amount of federal funds have been authorized by FHWA to the appropriate phase of work, as detailed in Schedule D of the USDOT Agreement.
- (c) The Obligation Condition Table in section 2 of schedule D of the USDOT Agreement allocates the NAE Grant among separate portions of the Project for the purpose of the Federal obligation of funds. The scope of each portion of the Project that is identified in that table is described in section 2 of schedule B of the USDOT Agreement.
- (d) The USDOT Agreement apportions for the budget period only the amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table does not list an obligation condition.
- (e) The USDOT Agreement does not apportion amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those

portions of the Project only as described in sections 4.03(f) and 4.03(g), or by modifying this agreement under article 15.

- (f) For each portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, the amount allocated in that table to that portion of the Project is apportioned and may be authorized by the Designated Subrecipient if the parties execute an instrument, in the form provided in Exhibit D, documenting that:
 - 1) the USDOT and Recipient determine that the obligation condition listed in that table for that portion of the Project is satisfied;
 - 2) the USDOT and Recipient determine that all applicable Federal requirements for obligating the amount are satisfied; and
 - 3) the Designated Subrecipient states that it is not required to request a modification of the USDOT Agreement under article 5 of this Agreement.
- (g) The Designated Subrecipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is apportioned under section 4.03(f) and authorized by the FHWA.
- (h) The Designated Subrecipient acknowledges that the USDOT and the Recipient are not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.03(f).

Section 4.04 Budget Period.

- (a) The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 1 of schedule C. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

Section 4.05 Period of Performance.

- (a) If the USDOT Payment System identified in section 6 of schedule A is “FMIS,” then the period of performance for this award begins on the date of this agreement and ends on project end date in FMIS.
- (b) Reserved.
- (c) In this Agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

Article V. STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

Section 5.01 Notification Requirement.

- (a) The Designated Subrecipient shall notify all USDOT representatives who are identified in section 5 of schedule A and all Recipient representatives in section 3 of schedule A in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Designated Subrecipient’s plan to complete the Project.
- (b) In the notification under section 5.01(a), the Designated Subrecipient shall describe the change and what actions the Designated Subrecipient has taken or plans to take to ensure completion of the Project.

- (c) This notification requirement under this section 5.01 is separate from any requirements under this article 5 that the Designated Subrecipient request modification of this agreement.

Section 5.02 Scope and Statement of Work Changes.

- (a) If the Project's activities differ from the activities described in schedule B of the USDOT Agreement, then the Designated Subrecipient shall request a modification of the USDOT Agreement to update schedule B.

Section 5.03 Schedule Changes.

- (a) If one or more of the following conditions are satisfied, then the Designated Subrecipient shall request a modification of this agreement to update schedule C:
 - 1) a completion date for the Project or a component of the Project is listed in section 2, schedule C of the USDOT Agreement and the Designated Subrecipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C of the USDOT Agreement; or
 - 2) a schedule change would require the budget period to continue after the budget period end date listed in section 1 of schedule C of the USDOT Agreement.
- (b) For other schedule changes, the Designated Subrecipient shall follow the applicable procedures of the Administering Operating Administration and the Recipient, and document the changes in writing.

Section 5.04 Budget Changes.

- (a) The Designated Subrecipient acknowledges that if the cost of completing the Project increases:
 - 1) that increase does not affect the Designated Subrecipient's obligation under this agreement to complete the Project; and
 - 2) the USDOT and the Recipient will not increase the amount of this award to address any funding shortfall.
- (b) The Designated Subrecipient shall request a modification of the USDOT Agreement to update schedule D if, in comparing the Project's budget to the amounts listed in section 3 of schedule D of the USDOT Agreement:
 - 1) the total "Non-Federal Funds" amount decreases; or
 - 2) the total eligible project costs amount decreases.
- (c) For budget changes that are not identified in section 5.04(b), the Designated Subrecipient shall follow the applicable procedures of the Administering Operating Administration and the Recipient, and document the changes in writing.
- (d) If there are Project Cost Savings, then the Designated Subrecipient may propose to the USDOT and the Recipient, in writing consistent with the Administering Operating Administration's and the Recipient's requirements, to include in the Project, specific additional activities that are within the scope of this award, as defined in section 1.01 of this Agreement and schedule B of the USDOT Agreement, and that the Designated Subrecipient could complete with the Project Cost Savings. In this agreement, "Project Cost Savings" means the difference between the actual eligible project costs and the total eligible project costs that are listed in section 3 of schedule D of the USDOT

Agreement, but only if the actual eligible project costs are less than the total eligible project costs that are listed in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in section 3 of schedule D of the USDOT Agreement.

- (e) If there are Project Cost Savings and either the Designated Subrecipient does not make a proposal under section 5.04(d) of this Agreement, or the Recipient does not accept the proposal under section 5.04(d) of this Agreement, or the USDOT does not accept the Designated Subrecipient's proposal under section 5.4(d) of the USDOT Agreement then:
 - 1) in a request under section 5.04(b), the Designated Subrecipient shall reduce the Federal Share by the Project Cost Savings; and
 - 2) if that modification reduces this award and the USDOT or Recipient had reimbursed costs exceeding the revised award, the Designated Subrecipient shall refund to the USDOT and Recipient the difference between the reimbursed costs and the revised award. In this agreement, "Federal Share" means the sum of the total "NAE Funds" and "Other Federal Funds" amounts that are listed in section 3 of schedule D of the USDOT Agreement.
- (f) The Designated Subrecipient acknowledges that amounts that are required to be refunded under section 5.4(e)(2) constitute a debt to the Federal Government that the USDOT and Recipient may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

Section 5.05 USDOT and Recipient Acceptance of Changes.

- (a) The USDOT may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the RCN Program and the USDOT.
- (b) The Recipient may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the RCN Program and the Recipient.

Section 5.06 Designated Subrecipient acknowledgement

- (a) The Designated Subrecipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this agreement unless the Recipient accepts that modification request and the parties modify this agreement under section 15.01 of this Agreement.
- (b) The Designated Subrecipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement the USDOT Agreement unless the USDOT and Recipient both accept that modification request and the parties modify the USDOT Agreement under section 15.1 of the USDOT Agreement.

Article VI. GENERAL REPORTING TERMS

Section 6.01 Report Submission.

- (a) The Designated Subrecipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 5 of schedule A of the USDOT Agreement, all USDOT contacts who are listed in section 2.02 of this Agreement, and all Recipient Contacts listed in Section 3 of schedule A of the USDOT Agreement.

Section 6.02 Alternative Reporting Methods.

- (a) The Administering Operating Administration and Recipient may establish processes for the Designated Subrecipient to submit reports required by this agreement, including electronic submission processes.
- (b) If the Designated Subrecipient is notified of those processes in writing, the Designated Subrecipient shall use the processes required by the Administering Operating Administration and the Recipient.

Section 6.03 Paperwork Reduction Act Information.

- (a) Under 5 C.F.R. 1320.6, the Designated Subrecipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "OMB").
- (b) Notwithstanding any other term of this agreement, the due date for any information collections required under this agreement, including the reporting requirements in articles 7 and 8, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

Article VII. PROGRESS AND FINANCIAL REPORTING

Section 7.01 Quarterly Project Progress Reports and Recertifications.

- (a) On or before the 20th day of the first month of each calendar year quarter and until the end of the period of performance, the Designated Subrecipient shall submit to the USDOT and the Recipient a Quarterly Project Progress Report and Recertification in the format and with the content described in exhibit C.
- (b) If the date of this agreement is in the final month of a calendar year quarter, then the Designated Subrecipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.

Section 7.02 Final Progress Reports and Financial Information.

- (a) No later than 120 days after the end of the period of performance, the Designated Subrecipient shall submit:
 - 1) a Final Project Progress Report and Recertification in the format and with the content described in exhibit C for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and
 - 2) any other information required under the Administering Operating Administration's and the Recipient's award closeout procedures.

Article VIII. PERFORMANCE REPORTING

Section 8.01 Baseline Performance Measurement.

- (a) If the Capital-Planning Designation in schedule F of the USDOT Agreement is "Capital" or "Capital Construction" then:
 - 1) before the start of construction on the Project, but not earlier than one year before the start of construction on the Project, the Designated Subrecipient shall collect baseline data for each performance measure that is enumerated in schedule G of the USDOT Agreement; and
 - 2) not later than January 31 of the calendar year that begins after the Designated Subrecipient collects baseline data under section 8.01(a) of this Agreement, the

Designated Subrecipient shall submit a Baseline Performance Measurement Report containing the data collected under section 8.01(a), stating the dates when the data was collected, and describing, in detail, the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is enumerated in schedule G of the USDOT Agreement.

Section 8.02 Post-construction Performance Measurement.

- (a) If the Capital-Planning Designation in schedule F of the USDOT Agreement is "Capital" or "Capital Construction" then:
- 1) for each performance measure that is enumerated in schedule G and has a quarterly measurement frequency, for each of 19 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for that performance measure; and
 - 2) for each performance measure that is enumerated in schedule G of the USDOT Agreement and has an annual measurement frequency, the Designated Subrecipient shall collect data for that performance measure on at least five separate occasions:
 - i) once during the three consecutive calendar quarters that begin after the Project substantial completion date;
 - ii) once during the fourth calendar quarter after the first collection;
 - iii) once during the eighth calendar quarter after the first collection;
 - iv) once during the twelfth calendar quarter after the first collection; and
 - v) once during the sixteenth calendar quarter after the first collection.
- (b) Not later than January 31 of each year that follows a calendar year during which data was collected under section 8.02(a) of this Agreement, the Designated Subrecipient shall submit to the USDOT and the Recipient a Post-construction Performance Measurement Report containing the data collected under section 8.02(a) of this Agreement in the previous calendar year and stating the dates when the data was collected.
- (c) If an external factor significantly affects the value of a performance measure collected under section 8.02(a) of this Agreement, then the Designated Subrecipient shall identify that external factor in the Post-construction Performance Measurement Report described in section 8.02(b) of this Agreement and discuss the external factor's influence on the performance measure.

Section 8.03 Project Outcomes Report.

- (a) If the Capital-Planning Designation in section 1 of schedule F of the USDOT Agreement is "Capital Construction," then the Designated Subrecipient shall submit to the USDOT, not later than January 31 of the year that follows the final calendar year during which data was collected under section 8.02(a) of this Agreement, a Project Outcomes Report that contains:
- 1) an analysis of the impacts of the project, including a comparison of the baseline performance measurement data collected under section 8.01 of this Agreement with the post-construction performance measurement data that the Designated

Subrecipient reported in the final Post-construction Performance Measurement Report required under section 8.02(b) of this Agreement;

- 2) for each performance measure that is enumerated in schedule G of the USDOT Agreement, an analysis of the accuracy of the projected outcome listed in schedule G of the USDOT Agreement; and
- 3) all data collected under sections 8.01 and 8.02(a) of this Agreement.

Section 8.04 General Performance Measurement Requirements.

- (a) For each performance measure that is enumerated in schedule G of the USDOT Agreement, the Designated Subrecipient shall ensure that all data collections under article 8 of this Agreement are completed in a manner consistent with the description, location, and other attributes associated with that performance measure in schedule G of the USDOT Agreement.

Section 8.05 Outcome Measurement and Reporting Survival.

- (a) The data collection and reporting requirements in article 8 of this Agreement survive the termination of this agreement.

Article IX. Noncompliance and Remedies

Section 9.01 Noncompliance Determinations.

- (a) If the USDOT or the Recipient determine that the Designated Subrecipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this Agreement, the USDOT or the Recipient may notify the Designated Subrecipient of a proposed determination of noncompliance. For that notice to be effective, it must be written and the USDOT or the Recipient must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Designated Subrecipient may respond to the notice.
- (b) If the USDOT or Recipient notifies the Designated Subrecipient of a proposed determination of noncompliance under section 9.01(a) of this Agreement, the Designated Subrecipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Designated Subrecipient may:
 - 1) accept the remedy;
 - 2) acknowledge the noncompliance, but propose an alternative remedy; or
 - 3) dispute the noncompliance. To dispute the noncompliance, the Designated Subrecipient must include in its response documentation or other information supporting the Designated Subrecipient's compliance.
- (c) The USDOT or the Recipient may make a final determination of noncompliance only:
 - 1) after considering the Designated Subrecipient's response under section 9.01(b); or
 - 2) if the Designated Subrecipient fails to respond under section 9.01(b), after the time for that response has passed.

- (d) To make a final determination of noncompliance, the USDOT or the Recipient must provide to the Designated Subrecipient a notice that states the basis for that determination.

Section 9.02 Remedies.

- (a) If the USDOT or the Recipient makes a final determination of noncompliance under section 9.01, the USDOT or the Recipient may impose a remedy, including:
 - 1) adding conditions or modifying existing conditions on the award;
 - 2) any remedy permitted under 2 C.F.R. 200.339-200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Designated Subrecipient to the USDOT via the Recipient; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
 - 3) any other remedy legally available.
- (b) To impose a remedy, the USDOT or Recipient must provide to the Designated Subrecipient a written notice that describes the remedy, but the USDOT or Recipient may make the remedy effective before the Designated Subrecipient receives that notice.
- (c) If the USDOT or Recipient determine that it is in the public interest, the USDOT or Recipient may impose a remedy, including all remedies described in section 9.02(a) of this Agreement, before making a final determination of noncompliance under section 9.01 of this Agreement. If USDOT or Recipient do so, then the notice provided under section 9.01(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 9.02 or making a public interest determination under section 9.02(c), the USDOT or the Recipient may elect to consider the interests of only the USDOT or the Recipient, respectively.
- (e) The Designated Subrecipient acknowledges that amounts that the USDOT or Recipient require the Designated Subrecipient to refund to the USDOT or Recipient, due to a remedy under this section 9.02 constitute a debt to the Federal Government that the USDOT and Recipient may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

Section 9.03 Other Oversight Entities.

- (a) Nothing in this article 9 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

Article X. AGREEMENT TERMINATION

Section 10.01 Recipient Termination.

- (a) The Recipient may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
 - 1) the Designated Subrecipient fails to timely obtain or timely provide any non-NAE Grant contribution or alternatives approved by the USDOT and the Recipient as provided in this agreement and consistent with schedule D of the USDOT Agreement;

- 2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Designated Subrecipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;
 - 3) the Designated Subrecipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;
 - 4) the Designated Subrecipient fails to comply with the terms and conditions of this Agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Designated Subrecipient;
 - 5) circumstances cause changes to the Project that the USDOT or Recipient determines are inconsistent with the USDOT's basis for selecting the Project to receive a NAE Grant; or
 - 6) the USDOT or Recipient determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the Recipient may elect to consider only the interests of the Recipient.
- (c) This section 10.01 does not limit the Recipient's ability to terminate this agreement as a remedy under section 9.02.
- (d) The Designated Subrecipient may request that the Recipient terminate the agreement under this section 10.01.

Section 10.02 Closeout Termination.

- (a) This Agreement terminates on Project Closeout.
- (b) In this Agreement, "Project Closeout" means the date that the USDOT informs the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

Section 10.03 Post-Termination Adjustments.

- (a) The Designated Subrecipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's or Recipient's authority to disallow costs, including costs that the USDOT or Recipient reimbursed before termination, and recover funds from the Designated Subrecipient.

Section 10.04 Non-Terminating Events.

- (a) The end of the budget period described under section 4.04 does not terminate this Agreement or the Designated Subrecipient's obligations under this Agreement.
- (b) The end of the period of performance described under section 4.05 does not terminate this Agreement or the Designated Subrecipient's obligations under this Agreement.
- (c) The cancellation of funds under section 14.02 does not terminate this agreement or the Designated Subrecipient's obligations under this agreement.

Section 10.05 Other Remedies.

- (a) The termination authority under this article 10 supplements and does not limit the USDOT's and Recipient's remedial authority under article 9 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

Article XI. MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

Section 11.01 Recipient Monitoring and Record Retention.

- (a) The Designated Subrecipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - 1) that those activities comply with this agreement; and
 - 2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Designated Subrecipient makes a subaward under this award, the Designated Subrecipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).
- (c) The Designated Subrecipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

Section 11.02 Financial Records and Audits.

- (a) The Designated Subrecipient shall keep all project accounts and records that fully disclose the amount and disposition by the Designated Subrecipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Designated Subrecipient shall keep accounts and records described under section 11.02(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. 200 subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Designated Subrecipient shall separately identify expenditures under the fiscal year 2023 NAE Program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Designated Subrecipient shall:
 - 1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including “FY 2023” in the program name; and
 - 2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2023” in column c (“Additional Award Identification”).

Section 11.03 Internal Controls.

- (a) The Designated Subrecipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

Section 11.04 USDOT Record Access.

- (a) The USDOT and the Recipient may access Designated Subrecipient records related to this award under 2 C.F.R. 200.337.

Section 11.05 Oversight Responsibilities.

- (a) This award is subject to the oversight requirements of title 23, United States Code.

Article XII. CONTRACTING AND SUBAWARDS

Section 12.01 Minimum Wage Rates.

- (a) The Designated Subrecipient shall include, in all contracts in excess of \$2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with 23 U.S.C.

113, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

Section 12.02 Buy America.

(a) Steel, Iron, and Manufactured Products.

- 1) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as implemented by the Federal Highway Administration.
- 2) The Designated Subrecipient acknowledges that this agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).

(b) Construction Materials.

- 1) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FHWA.
- 2) The Designated Subrecipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(c) Buy America Preference.

- 1) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Designated Subrecipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- 2) The Designated Subrecipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

Section 12.03 Small and Disadvantaged Business Requirements.

- (a) If any funds under this award are administered by or through a State Department of Transportation, the Designated Subrecipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26 ("Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs").
- (b) If any funds under this award are not administered by or through a State Department of Transportation, the Designated Subrecipient shall expend those funds in compliance with the requirements at 2 C.F.R. 200.321 ("Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms").

Section 12.04 Engineering and Design Services.

- (a) As applicable, the Designated Subrecipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C. 1101-1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based

requirement prescribed for or by the Designated Subrecipient and approved in writing by the USDOT.

Section 12.05 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

- (a) The Designated Subrecipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Designated Subrecipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

Section 12.06 Pass-through Entity Responsibilities.

- (a) If the Designated Subrecipient makes a subaward under this award, the Designated Subrecipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

Section 12.07 Subaward and Contract Authorization.

- (a) If the USDOT Office for Subaward and Contract Authorization identified in section 7 schedule A is “FHWA Division,” then the Designated Subrecipient shall comply with subaward and contract authorization requirements under 23 C.F.R chapter I.
- (b) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is “FHWA Office of Acquisition and Grants Management,” then the Designated Subrecipient shall obtain prior written approval from the USDOT agreement officer pursuant to 2 C.F.R. 200.308, 2 C.F.R. 200.333, and 23 C.F.R. part 172, as applicable, and provide a copy of this written approval to the Recipient, for the subaward or contracting out of any work under this agreement. Unless otherwise specified in writing by the agreement officer, approvals under 2 C.F.R. 200.308 will be contingent upon a fair and reasonable price determination on the part of the Designated Subrecipient and the agreement officer’s concurrence on that determination. Approvals under 2 CFR 200.308(f)(6) do not apply to the acquisition of supplies, material, equipment, or general support services.

Article XIII. COSTS, PAYMENTS, AND UNEXPENDED FUNDS

Section 13.01 Limitation of Federal Award Amount.

- (a) Under this award, the USDOT and Recipient shall not provide funding greater than the amount obligated under section 4.03.
- (b) The Designated Subrecipient acknowledges that the USDOT and the Recipient is not liable for payments exceeding that amount, and the Designated Subrecipient shall not request reimbursement of costs exceeding that amount.

Section 13.02 Projects Costs.

- (a) This award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

Section 13.03 Timing of Project Costs.

- (a) The Designated Subrecipient shall not charge to this award costs that are incurred after the budget period.
- (b) The Designated Subrecipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in section 5 of

schedule D and would have been allowable if incurred during the budget period. This limitation applies to costs incurred under an advance construction authorization (23 U.S.C. 115), costs incurred prior to authorization (23 C.F.R. 1.9(b)), and pre-award costs under 2 C.F.R. 200.458.

- (c) This agreement hereby terminates and supersedes any previous USDOT and Recipient approval for the Designated Subrecipient to incur costs under this award for the Project.
- (d) Section 5 of schedule D is the exclusive USDOT approval of costs incurred before the date of this agreement.

Section 13.04 Designated Subrecipient Recovery of Federal Funds.

- (a) The Designated Subrecipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT or Recipient determine, after consultation with the Designated Subrecipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award.
- (b) The Designated Subrecipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT and Recipient.

Section 13.05 Unexpended Federal Funds.

- (a) Any Federal funds that are awarded at section 4.01 but not expended on allocable, allowable costs remain the property of the United States.

Section 13.06 Timing of Payments to the Recipient.

- (a) Reimbursement is the payment method for the NAE program.
- (b) The Designated Subrecipient shall not request reimbursement of a cost before the Designated Subrecipient has entered into an obligation for that cost.

Section 13.07 Payment Method.

- (a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Designated Subrecipient shall follow FMIS procedures to request and receive reimbursement payments under this award.

Article XIV. LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

Section 14.01 Liquidation of Recipient Obligations.

- (a) The Designated Subrecipient shall liquidate all obligations of award funds under this agreement not later than 120 days after the end of the period of performance.
- (b) Liquidation of obligations and adjustment of costs under this Agreement follow the requirements of 2 C.F.R. 200.344–200.346.

Section 14.02 Funds Cancellation.

- (a) NAE Program funding that is obligated for this award under section 4.03 remains available until expended.

Article XV. AGREEMENT MODIFICATIONS

Section 15.01 Bilateral Modifications.

- (a) The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the Recipient and the Designated Subrecipient. Either party may

request to amend, modify, or supplement this agreement by written notice to the other party.

- (b) The USDOT Agreement may be amended, modified, or supplemented by mutual agreement in writing, signed by the FHWA and the Recipient. The Designated Subrecipient may request to amend, modify, or supplement the USDOT Agreement by written notice to the FHWA and the Recipient.

Section 15.02 Contact Modifications.

- (a) The Recipient may update the contacts who are listed in section 3 of schedule A by written notice to the USDOT contacts who are listed in section 5 of schedule A, the USDOT contacts who are listed in section 2.02, and the Designated Subrecipient contacts in section 9 of the USDOT Agreement.
- (b) The USDOT may update the contacts who are listed in section 5 of schedule A and section 2.02 by written notice to all of the Recipient contacts who are listed in section 3 of schedule A.
- (c) The Designated Subrecipient may update the contacts who are listed in section 9 of schedule A by written notice to the Recipient and USDOT.

Section 15.03 Provisions that Conflict with Federal law.

- (a) If any provision of this Agreement conflicts with Federal law including the Program Statute, then the Federal law prevails.
- (b) Either party may notify the other party upon discovery that a provision conflicts with Federal law and the parties may agree to amend this Agreement in accordance with section 20.01.
- (c) Either party must provide written notice to the other party when it acts or refuses to act where its action or inaction conflicts with a provision of this Agreement but complies with Federal law.

Section 15.04 Other Modifications.

- (a) The parties shall not amend, modify, or supplement the USDOT Agreement or this Agreement except as permitted under sections 15.01, 15.02, or 15.03.
- (b) If an amendment, modification, or supplement is not permitted under sections 15.01, 15.02, or 15.03, it is void.

Article XVI. CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

Section 16.01 Climate Change and Environmental Justice.

- (a) Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), schedule H documents the consideration of climate change and environmental justice impacts of the Project.

Article XVII. RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

Section 17.01 Racial Equity and Barriers to Opportunity.

- (a) Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), schedule I documents activities related to the Project to improve equity and reduce barriers to opportunity.

Section 17.02 Community Engagement Activities.

- (a) This provision is applicable to only Capital Construction Grants and Regional Partnership Challenge Grants, not Planning Grants.
- (b) The USDOT has determined that, for the purpose of the requirement stated in section F.2.i of the NOFO, through the activities documented in section 3 of schedule I, the Designated Subrecipient has sufficiently considered community engagement related to the Project.

Section 17.03 Activities to Safeguard Affordability.

- (a) This provision is applicable to only Capital Construction Grants and Regional Partnership Challenge Grants, not Planning Grants.
- (b) The USDOT has determined that, for the purpose of the requirement stated in section F.2.i of the NOFO, through the activities documented in section 4 of schedule I, the Designated Subrecipient has sufficiently considered safeguards to retain affordability for existing residents and businesses in the Project area and surrounding communities.

Article XVIII. LABOR AND WORK

Section 18.01 Labor and Work.

- (a) Consistent with Executive Order 14025, “Worker Organizing and Empowerment” (Apr. 26, 2021), and Executive Order 14052, “Implementation of the Infrastructure Investment and Jobs Act” (Nov. 15, 2021), schedule J documents the consideration of job quality and labor rights, standards, and protections related to the Project.

Section 18.02 OFCCP Mega Construction Project Program.

- (a) If the total eligible project costs that are listed in section 3 of schedule D are greater than \$35,000,000 and the Department of Labor’s Office of Federal Contract Compliance Programs (the “OFCCP”) selects this award for participation in the Mega Construction Project Program, then the Designated Subrecipient shall partner with OFCCP and the Recipient, as requested by OFCCP or the Recipient.

Article XIX. Reserved.

Article XX. CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

Section 20.01 Critical Infrastructure Security and Resilience.

- (a) Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Designated Subrecipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.
- (b) If the Security Risk Designation in section 5 Schedule F is “Elevated,” then, not later than two years after the date of this agreement, the Designated Subrecipient shall submit to the USDOT a report that:
 - 1) identifies a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project;
 - 2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;
 - 3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;

- 4) documents the results of a self-assessment of the Designated Subrecipient's cybersecurity posture and capabilities; and
- 5) describes any additional actions that the Designated Subrecipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

Article XXI. FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

Section 21.01 Uniform Administrative Requirements for Federal Awards.

- (a) The Designated Subrecipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

Section 21.02 Federal Law and Public Policy Requirements.

- (a) The Designated Subrecipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) The failure of this agreement to expressly identify Federal law applicable to the Designated Subrecipient or activities under this agreement does not make that law inapplicable.

Section 21.03 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Designated Subrecipient acknowledges that the Technical Application and materials submitted to the USDOT or the Recipient by the Designated Subrecipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

Section 21.04 History of Performance.

- (a) Under 2 C.F.R 200.206, any Federal agency may consider the Designated Subrecipient's performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Designated Subrecipient.

Section 21.05 Whistleblower Protection.

- (a) The Designated Subrecipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Designated Subrecipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related to this award.
- (b) The Designated Subrecipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

Section 21.06 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 27, this agreement includes the following additional terms as integral parts:
 - 1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - 2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - 3) 2 C.F.R. 175.15(b): Award Term for Trafficking in Persons; and

- 4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Designated Subrecipient shall comply with:
 - 1) 49 C.F.R. part 20: New Restrictions on Lobbying;
 - 2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
 - 3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
 - 4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

Section 21.07 Incorporated Certifications.

- (a) The Designated Subrecipient makes the statements in the following certifications, which are incorporated by reference:
 - 1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

Article XXII. ASSIGNMENT

Section 22.01 Assignment Prohibited.

- (a) The Designated Subrecipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

Article XXIII. Reserved.

Article XXIV. WAIVER

Section 24.01 Waivers.

- (a) A waiver of a term of this Agreement granted by the Recipient will not be effective unless it is in writing and signed by an authorized representative of the Recipient.
- (b) A waiver of a term of this agreement granted by the Recipient on one occasion will not operate as a waiver on other occasions.
- (c) If the Recipient fails to require strict performance of a term of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that term or breach.

Article XXV. ADDITIONAL TERMS AND CONDITIONS

Section 25.01 Effect of Economically Disadvantaged Community Designation.

- (a) If section 2 of schedule F lists “Yes” for the “Economically Disadvantaged Community Designation,” then based on information that the Designated Subrecipient provided to the USDOT, including the Technical Application, the USDOT determined that the Project will benefit an economically disadvantaged community, as defined in section H.1 of the NOFO.

Section 25.02 Disclaimer of Federal Liability.

- (a) The USDOT and the Recipient shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

Section 25.03 Relocation and Real Property Acquisition.

- (a) To the greatest extent practicable under State law, the Designated Subrecipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Designated Subrecipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D–E.
- (c) The Designated Subrecipient shall make available to displaced persons comparable replacement dwellings in accordance with 49 C.F.R. 24.

Section 25.04 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Designated Subrecipient, or a subrecipient to the Designated Subrecipient, acquires equipment under the Grant Program award, then when that equipment is no longer needed for the Project:
 - 1) if the entity that acquired the equipment is a State, the State, that entity shall dispose of that equipment in accordance with State laws and procedures; and
 - 2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 C.F.R. 200.313; and
 - 3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity shall request disposition instructions from the Administering Operating Administration and Recipient.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.310–200.316 and 2 C.F.R. 1201.313.
- (c) The Designated Subrecipient shall ensure compliance with this section 25.04 for all tiers of subawards under this award.

Section 25.05 Environmental Review.

- (a) In this section, “Environmental Review Entity” means:
 - 1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
 - 2) for all other cases, FHWA.
- (b) Except as authorized under section 25.05(c), the Designated Subrecipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
 - 1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
 - 2) if the Environmental Review Entity is not the Designated Subrecipient, the Environmental Review Entity provides the Designated Subrecipient with written notice that the environmental review process is complete.

- (c) If the Designated Subrecipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Designated Subrecipient shall comply with 23 C.F.R. 771.113(d)(1).
- (d) The Designated Subrecipient acknowledges that:
 - 1) the Environmental Review Entity's actions under section 25.06(a) depend on the Designated Subrecipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
 - 2) applicable environmental statutes and regulation may require the Designated Subrecipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Designated Subrecipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in schedule B and other information described in the USDOT Agreement may inform environmental decision-making processes, but the parties do not intend the USDOT Agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this agreement, then:
 - 1) the parties may amend the USDOT Agreement under section 15.01 for consistency with the selected build alternative; or
 - 2) if the USDOT or Recipient determine that the condition at section 10.01(a)(5) in this Agreement is satisfied, the Recipient may terminate the this Agreement under section 10.01(a)(5).
- (g) The Designated Subrecipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

Section 25.06 Railroad Coordination.

- (a) If section 3 of schedule C includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Designated Subrecipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

Article XXVI. MANDATORY AWARD INFORMATION

Section 26.01 Information Contained in a Federal Award.

- (a) For 2 C.F.R. 200.211:
 - 1) the "Federal Award Date" is the date of this agreement, as defined under section 28.02;
 - 2) the "Assistance Listings Number" is 20.205 and the "Assistance Listings Title" is "Neighborhood Access and Equity (NAE) Discretionary Grant Program"; and
 - 3) this award is not for research and development.

Section 26.02 Federal Award Identification Number.

- (a) If the USDOT Payment System identified in section 6 of schedule A is “FMIS,” then the Federal Award Identification Number will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS for the Designated Subrecipient once generated.

Section 26.03 Recipient’s Unique Entity Identifier.

- (a) If the FHWA Payment System identified in schedule A is “FMIS” or “FMIS Current Bill,” then the Recipient’s Unique Entity Identifier, as defined at 2 C.F.R. 25.400, is available in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the unique entity identifier from FMIS for the Designated Subrecipient.

Section 26.04 Budget Period.

- (a) In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

Article XXVII. CONSTRUCTION AND DEFINITIONS

Section 27.01 Schedules.

- (a) This agreement includes the following schedules as integral parts

Schedule A Administrative Information
Schedule B Project Activities
Schedule C Award Dates and Project Schedule
Schedule D Award and Project Financial Information
Schedule E Changes from Application
Schedule F NAE Program Designations
Schedule G NAE Performance Measurement Information
Schedule H Climate Change and Environmental Justice Impacts
Schedule I Racial Equity and Barriers to Opportunity
Schedule J Labor and Work"

Section 27.02 Exhibits.

- (a) The following exhibits, which are located in the document titled “*U.S. Department of Transportation Exhibits to FHWA Grant Agreements Under the Fiscal Year 2023 Reconnecting Communities Pilot Program/Neighborhood Access and Equity Program (RCN): FHWA Projects*,” dated April 8, 2024, and available at <https://www.transportation.gov/grants/reconnecting-communities/reconnecting-communities-grant-agreements>, are part of this agreement.

Exhibit A Applicable Federal Laws and Regulations
Exhibit B Additional Standard Terms
Exhibit C Quarterly Project Progress Reports and Recertifications: Format and Content
Exhibit D Form for Subsequent Obligation of Funds"

Section 27.03 Construction.

- (a) In these General Terms and Conditions:
 - 1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;
 - 2) a reference to a section or other subdivision of a schedule listed in section 25.1 will expressly identify the relevant schedule; and

- 3) there are no references to articles or sections in project-specific portions of the agreement that are not contained in schedules listed in section 25.1.
- (b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the agreement, then the project-specific portion of the agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

Section 27.04 Integration.

- (a) This agreement constitutes the entire agreement of the parties relating to the NAE Program and awards under that program for the Project and supersedes any previous agreements, oral or written, relating to the NAE Program and awards under that program for the Project.

Section 27.05 Definitions.

- (a) In this agreement, the following definitions apply:

“Administering Operating Administration” means the FHWA.

“Capital Construction Grant” means this project will remove, retrofit, mitigate, or replace an existing eligible dividing transportation facility with a new facility that reconnects communities; mitigates a burdening transportation facility that is a source of air pollution, noise, stormwater, heat, or other burdens; or implements a strategy to reduce environmental harm and/or improve access through transportation improvements.

“Community Planning Grant” means this project will conduct planning activities for future construction projects and allow for innovative community planning to address localized transportation challenges.

“General Terms and Conditions” means this Agreement.

“NAE Grant” refers to an award of funds made available via the Section 60501 of the Inflation Reduction Act (Pub. L. 117-169, August 16, 2022, “Inflation Reduction Act” or IRA).

“Program Statute” means the collective statutory text:

- (1) at IRA, tit. VI, subt. E § 60501; and
- (2) all other provisions of that act that apply to amounts appropriated under that paragraph.

“Project” means the project proposed in the Technical Application, as modified by the negotiated provisions of the USDOT Agreement.

“NAE Grant” means an award of funds that were made available under the NOFO.

“Regional Partnerships Challenge Grants” means a project led by two or more eligible applicants to address a persistent regional challenge related to equitable access and mobility. Eligible activities for Regional Partnerships Challenge Grants are the same as those listed under Capital Construction and Community Planning Grants but must have a regional focus, and clearly demonstrate regional coordination and leveraging of local, State, and Federal resources and policies. See Section C for further eligibility information.

“Technical Application” means the application identified in section 1 of schedule A of the USDOT Agreement, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

Article XXVIII. AGREEMENT EXECUTION AND EFFECTIVE DATE

Section 28.01 Counterparts.

- (a) This Agreement may be executed in counterparts, which constitute one document.
- (b) The parties intend each countersigned original to have identical legal effect.

Section 28.02 Effective Date.

- (a) This Agreement will become effective when all parties have signed it and the USDOT Agreement is executed.
- (b) The date of this agreement will be the date this agreement is signed by the last party to sign it or the date the USDOT Agreement is executed, whichever is later.
- (c) This instrument constitutes an NAE Grant when the Recipient and Designated Subrecipient’s authorized representatives sign it and the USDOT Agreement is executed by FHWA.

DESIGNATED SUBRECIPIENT SIGNATURE PAGE

The Designated Subrecipient, intending to be legally bound, is signing this Agreement on the date stated opposite that party's signature.

SACRAMENTO AREA COUNCIL OF GOVERNMENTS "DESIGNATED SUBRECIPIENT"

By:  11/21/2024

JAMES CORLESS Date
Executive Director

APPROVED AS TO CONTENT:

By:  11/20/2024

Garett Ballard-Rosa Date
Green Means Go Project Manager

APPROVED AS TO FORM:

By:  11/20/2024

OSMAN MUFTI Date
Legal Counsel to SACOG, Sloan Sakai Yeung & Wong LLP

COUNTERSIGNED:

By:  11/21/2024

LORETTA SU Date
Finance Director

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this Agreement on the date stated opposite that party's signature.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By:  11/21/2024

DEE LAM Date
Chief, Division of Local Assistance

AND

By:  11/21/2024

SERGIO ACEVES Date
District Director

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2023 NEIGHBORHOOD ACCESS AND EQUITY GRANT PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) and the California Department of Transportation (the “**Recipient**”) and the Sacramento Area Council of Governments (the “Subrecipient”).

This agreement reflects the selection of the Recipient to receive a Neighborhood Access and Equity (NAE) Grant for the SACOG Green Means Go: Green Zone Access and Equity Regional Planning Project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2023 Neighborhood Access and Equity Program: FHWA Projects,” dated October 1, 2024, which is available on the RCN [website](#). The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the NAE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the NAE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: SACOG Green Means Go: Green Zone Access and Equity
Regional Planning Project

Application Date: 09/28/2023

2. Recipient's Unique Entity Identifier.

UK66CLDX71

3. Recipient Contact(s).

Bomasur Banzon
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Division of Local Assistance
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Anmol Mishra
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Discretionary Grants Coordinator
Federal Infrastructure Programs Branch
Division of Local Assistance
P.O. BOX 942874, MS-1
SACRAMENTO, CA 94274-0001

4. Key Personnel.

Name	Title or Position
Bomasur Banzon	District Local Assistance Engineer, D3
Anmol Mishra	Discretionary Grants Coordinator
Garett Ballard-Rosa	Senior Planner
Greg Chew	Senior Planner

5. USDOT Project Contact(s).

-
Antonio Johnson
Director of Planning, Environment, & Right of Way
Federal Highway Administration - California Division
United States Department of Transportation
650 Capitol Mall, Suite 4-100
Sacramento, CA 95814-4708
Antonio.Johnson@dot.gov

And

Elissa Konove
Division Administrator
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and

Kenneth N. Petty II
Planning/Regional Partnership - Planning
Director, Office of Planning

Federal Highway Administration
Office of Planning, Environment, and Realty
1200 New Jersey Avenue SE
Room E72-330
Washington, DC 20590

6. Payment System.

USDOT Payment System: FMIS

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

8. Federal Award Identification Number.

See section 24.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: Sacramento Area Council of Governments (SACOG)

Garett Ballard-Rosa
Senior Planner
Sacramento Area Council of Governments
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SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

The “Green Zone Access and Equity Regional Planning Project,” will advance planning, engineering, design and project development activities to address barrier transportation facilities in nine federally designated disadvantaged communities that are (1) locally prioritized for infill development and (2) share the challenge of high volume, autocentric facilities that bisect existing neighborhoods to limit both economic and transportation mobility. SACOG will establish a Community-Based Organization Working Group to support equity-centered planning processes that engage traditionally marginalized groups. SACOG will also partner with Valley Vision – the region's workforce intermediary – to establish career pathways for vulnerable community members into jobs that will be created during the implementation of the projects planned with DOT NAE grant funds. Finally, SACOG will provide technical assistance to disadvantaged Green Zone communities to help prepare for the implementation phase.

2. Statement of Work.

Scope of Work Summary Table

Grant Task #	Description	Lead	Planning Activities Summary
1	Disadvantaged Communities Green Zone Planning projects	Nine local jurisdictions	See below task table and write up of the nine local jurisdiction scopes
2	Project management and grant administration	SACOG	Execute Memorandum of Understanding with each partner. Conduct ongoing monitoring of each project component/task
3	Community Engagement Strategies	CBO working group	Establish Community Based Organization working group to enable local expertise in marginalized communities that have largely been left out of traditional planning processes
4	Workforce Development	Valley Vision	Outreach to local workforce boards, organized labor and training agencies to map job training pathways for residents of DAC Green Zones to quality infrastructure jobs
5	Technical Assistance	SACOG	Technical assistance to local agencies, working groups and partners to ready disadvantaged Green Zone for implementation phase

Task 1. Disadvantaged Communities Green Zone Planning projects summary table

Task #	Jurisdiction /Project	Major barrier facility	Planning Activities Summary
1.1	City of Citrus Heights Sunrise Tomorrow	Sunrise Blvd	Preliminary engineering to help transition a 100-acre decaying mall in a low VMT area with high quality transit into mixed use, high density, and transit-oriented development.
1.2	City of Marysville Re-Envision Downtown Marysville Plan	SR20, SR70, RR tracks	Plan that re-envision system through downtown for multimodal transportation & plan for a downtown traffic calming program.
1.3	City of Rancho Cordova Folsom Blvd: Transforming Old Lincoln Highway Plan	Folsom Blvd, light rail tracks, US50	Update to Folsom Blvd Specific Plan analyzing mobility options, circulation, infill development opportunities, climate resiliency, zoning / development codes, and infrastructure needs.
1.4	City of Sacramento Reconnecting Old North Sacramento	SR 160, Capital City Freeway, and UPRR tracks	Community plan of projects, programs, and policies aimed at reconnecting disadvantaged residents to daily destinations through affordable, accessible, and multi-modal transportation.
1.5	Sacramento County Re-Imagine North Watt Corridor	North Watt Avenue	Implementing North Watt Avenue corridor plan through project development and strategies to bolster bicycle, pedestrian, and transit modes through populous corridor/job center that suffers from high traffic, safety issues, and absence of complete street infrastructure.

1.6	City of West Sacramento US 50 Community Connectivity Project & Sycamore Trail Project	US 50/I-80 biz, UPRR tracks, Jefferson Blvd, Sac River deep water ship channel	(1) Planning to unlock 13 acres of vacant land in center of region's urban core for infill development that is currently isolated by freeways and high-speed access roads. (2) Feasibility studies, cost estimates, and community engagement for first and only multi-use and low transportation stress trail connecting City's northern and Southern areas.
1.7	City of Woodland East Street Corridor Complete Streets	East Street, UPRR to west of facility	Feasibility study for road diet and complete streets through the East Street corridor.
1.8	Yuba City Central City Green Zone Redevelopment Plan	State Highway 20	(1) SR20 bike/ped crossing feasibility. (2) Develop form-based objective design standards to streamline review/approval, provide clear design direction, & ensure compatible development in Central City and (3) update Central City Specific Plan.
1.9	Yuba County East Linda Gateway: Lindhurst Corridor Revitalization project	Lindhurst Ave, SR70 and nearby railroad tracks	Design and engineering of rural main street project that will transform the Avenue into a community entry point by providing multimodal improvements, and beautification upgrades.

Scope of Work Description

Task 1 Project Descriptions

Task 1.1. City of Citrus Heights Sunrise Tomorrow Project

Extent: Sunrise Specific Plan area (Sunrise Avenue from Madison to Greenback)

The City of Citrus Heights' "Sunrise Tomorrow" project will complete preliminary design and engineering for transportation infrastructure improvements to support the transition of a 100-acre decaying suburban mall into a mixed use, high density, transit-oriented development project. The Sunrise Tomorrow project is the second-largest infill redevelopment opportunity within the SACOG region and will facilitate up to 2,200 multifamily housing units, 480 hotel rooms, 320,000 SF of Retail, 960,000 SF of Office, and 450,000 SF of community/institutional uses along with 25 acres of Open Space. Green Means Go has supported development of a [land use specific plan](#) for the site and infrastructure feasibility analysis.

With US DOT NAE funds, Citrus Heights will complete preliminary design for significant transportation infrastructure improvements along the frontage of the site. This includes preliminary engineering of a multi-use trail with a physically separated 10-foot wide pathway along the site perimeter; a mobility center capable of accommodating existing transit and anticipated BRT with regional connectivity through Sacramento Regional Transit's network; underground infrastructure connections from existing trunk-line infrastructure necessary to serve site redevelopment; and intersection improvements to facilitate transit priority signalization and improved ingress and egress to the site. Funding will eliminate the remaining transportation barriers needed to transform the site into a mixed-use vibrant and community-orientated infill housing development.

Task 1.2 City of Marysville: Re-Envision Downtown Marysville

Extent: Downtown Marysville Green Zones (roughly along SR70 from Yuba River to E 24th St. SR 20 from 12th St to Feather River).

City of Marysville's NAE project to Re-envision Downtown Marysville Plan will develop a plan for the city's downtown that re-imagines the existing transportation network for multimodal transportation modes, as well as a plan for a downtown traffic calming program. The city is bisected by two state highways – Highway 70 and Highway 20 – that present barriers to mobility and bike/ped access and safety. Marysville's downtown Green Zone is over 50 percent people of color and over 50 percent low income (household annual incomes below \$40,000 a year). Most traffic in the city is regional through-traffic, which leads to heavy congestion, traffic queuing, and constraints to city's underserved business and residents. The City will engage transportation engineers and the community in developing a plan to improve connectivity and safety for walking, rolling, and other non-vehicular transportation modes. The study will evaluate changes consistent with the California Transportation Plan 2050 objectives and actions. The City will also formulate plans for a traffic calming program in the Green Zone area of downtown.

Task 1.3. City of Rancho Cordova: Folsom Blvd-: Transforming Old Lincoln Highway Plan

Extent: Folsom Blvd from Bradshaw to Hazel

The City of Rancho Cordova's NAE project will result in the Folsom Blvd: Transforming Old Lincoln Highway project, which will analyze mobility options, circulation, infill development opportunities, climate resiliency, zoning and development codes, and infrastructure needs to update the Folsom Blvd Specific Plan. The project has three components: (1) update to Folsom Blvd specific plan; (2) a targeted mixed-use and multifamily housing study; and (3) financial feasibility testing for incremental infill.

US-50 and the SacRT light rail bisect Rancho Cordova, disconnecting the older northern end of the city from the developing southern end. Folsom Blvd (the old Lincoln Highway that runs through the middle of Rancho Cordova) still maintains local accessibility challenges from when it was the key east-west thoroughway in the entire Sacramento region, while the construction of US50 has affected the economic viability of the corridor; like many of the other nine DAC Green Zones, the area is over 50 percent low income as well as 50 percent people of color. The plan will assess low-stress options for north-south connections; micro mobility options within the corridor; infill development opportunities; access and need assessment for the nearby business park; climate resilience; zoning, code, and infrastructure needs. The plan will recommend improvements to enhance mobility choices and access to and across the Folsom Blvd corridor, pathways to overcome barriers of the built environment, zoning codes that will encourage infill development, and recommendations on density bonuses.

Task 1.4. City of Sacramento Reconnecting Old North Sacramento Community Plan

Extent: Highway 160 (from 12/16th St Bridge to Cap City), Cap City (from American River to N. of El Camino), UP RR (from river to north of El Camino).

"Reconnecting Old North Sacramento" community plan (Plan) of the City of Sacramento will address legacy impacts and harms caused by Highway 160, Capital City Freeway (i.e., Interstate Business 80 Loop, State Route 51), and the Union Pacific Railroad lines to Old North Sacramento communities. Plan will propose projects, programs, and policies aimed at reconnecting residents and communities to daily destinations through affordable, accessible, and multi-modal transportation. The dividing transportation facilities have cut off Old North Sacramento communities from employment, healthcare, recreation, active transportation, retail, and entertainment opportunities and resources. These barriers have resulted in a limited street network and with dangerous crossings that are identified on the City's Vision Zero High Injury Network as streets in Sacramento with the highest number of severe injuries and traffic fatalities.

The area transportation network fails to support active transportation, leading to SOV use that contributes to poor air quality and climate change. As for Del Paso Blvd, the construction of the barrier facilities has resulted in generations of harm to the local businesses on Del Paso

Boulevard – formerly the business main street and community center - as traffic was diverted onto the freeway facilities. Today, decades and generations later, the Boulevard continues to struggle: based on census estimates, nearly 100% of households in the area earn less than \$40,000 a year. The Reconnecting Old North Sacramento plan will be a community-driven, implementation-oriented plan that identifies near- and long-term projects, programs, and policies aimed at enhancing mobility, access, and safety, while supporting local businesses and residents.

Task 1.5 Sacramento County: Re-Imagine North Watt

Extent: N. Watt Avenue from Elkhorn to Antelope

The County of Sacramento’s NAE funding to implement the “Re-Imagine North Watt Corridor Plan” will serve an underserved corridor home to 21,000 residents and 6,000 jobs that suffers from high traffic, safety issues, and the absence of complete street infrastructure. Through the Green Zone Access and Equity project, Sacramento County will complete facility project development to prepare North Watt’s transformation to a place where residents can effortlessly access jobs, schools, and open spaces by walking, biking, or riding transit, creating safer routes for students, parents, and commuters, all while fostering economic growth and a stronger sense of community.

The County anticipates a substantial 27% rise in dwelling units within a one-mile radius of Watt Avenue by 2040, with a significant 44% increase within a half-mile. To accommodate regional growth, the North Watt corridor will need to balance jobs and housing and foster multimodal connectivity to nearby employment centers like the McClellan Park business complex. This transformation will reduce automobile dependence within the community and contribute to a notable reduction in greenhouse gas emissions, aligning with the shared environmental goals. The projected densification of the corridor, combined with existing and planned investments in the vicinity, presents a unique opportunity for the North Watt area to become a sustainable and equitable hub for mobility and livability.

Task 1.6. City of West Sacramento: US50 Community Connectivity Project and Sycamore Trail Project

Extent: US50/Tower Bridge Gateway from Westacre to W. Capitol; Jefferson Blvd from W. Capitol to Drever; Union Pacific Railroad and Sac River Deep Water Channel

The City of West Sacramento portion of the Regional Planning Partnership will improve two DAC Green Zone projects—1. US Highway 50 Community Connectivity Project and 2. Sycamore Trail Project—that reflect the inherited legacy of transportation projects designed to move people through, not within, the community. Today, Green Zones in West Sacramento primarily consist of cleared and redeveloping brownfield land in the obsolete industrial area along the river and of corridors defined by overbuilt arterial roads built as state highways and

lined with declining parking lot-oriented commercial buildings that cut through and divide disadvantaged communities.

The US Highway 50 Community Connectivity Project will unlock 13 acres of vacant brownfields land in the center of the region's urban core for infill development that is currently isolated by freeways and high-speed access roads. The State of California relinquished Tower Bridge Gateway (formerly State Route 275) and Jefferson Boulevard (formerly State Route 84 and today the most dangerous arterial in the city) to the City in the early 2000s. Since then, the City has been working to transform former state-controlled access freeways to local arterial boulevards. Yet the intersection of US50/BUS80, Tower Bridge Gateway, and Jefferson Boulevard remains a major transportation barrier that has impeded bike/ped mobility within the City, inhibited access to jobs and resources, and stymied development and progress for the surrounding communities.

The City will conduct planning studies and conceptual designs to explore the obsolete decommissioned freeway structures on Tower Bridge Gateway and design alternatives for local use; incorporate complete street elements and proposed local to connect communities; complement City plans and projects such as planned light rail extension from Downtown Sacramento to expand accessibility and mobility options; and support nearby planned and underway mixed-use and housing projects. Grant funds would also move forward a long-awaited bike and pedestrian connection that has broad community support.

The Sycamore Trail Project will complete planning and design to establish the City's first and only multi-use and low-transportation stress trail connecting the City's northern and southern areas. It will cross three barrier transportation facilities that have denied disadvantaged communities access to the high-quality amenities in the City's newer, wealthier areas: UPRR, US-50/I-80 Business and the Sacramento Deep Water Channel. These facilities were imposed on the community by the federal, state, and regional governments before the City was incorporated.

The Sycamore Trail Project will help to solve the division caused by the barrier transportation facilities' grade separation and impermeability. Sycamore Trail Phases 1-3 (including a bike/ped bridge over US 50) have already been funded through a variety of state, regional and local funds. This grant request for Phases IV and V will address crossing the Union Pacific tracks and the deep water canal, respectively. US DOT NAE funds will support feasibility studies, cost estimates, and community engagement for these critical connections.

Task 1.7 City of Woodland: East Street Corridor Complete Streets

Extent: East Street: Kentucky Ave to south of Gibson Road (County Fair Mall)

The City of Woodland has joined the regional partnership with the East Street Corridor Complete Streets project, a scope to study the East Street corridor, a historically underserved community

(78 percent community of color) with fewer opportunities to access jobs, education, and amenities, to determine the feasibility of a road diet and conversion to a complete street. This evaluation will include a full traffic study of current and future roadway needs, public outreach within the community, project scoping, and preliminary design to allow the City to adopt a plan line for use with future redevelopment and reinvestment in the corridor. Currently, this vehicle-centric corridor does not provide bicycle facilities and inadequately provides for pedestrians and other non-motorized users. Even without these facilities, the corridor is a necessary travel area for many school-aged children who live in the areas east of East Street who must travel to schools located west of the corridor. The City's General Plan identifies the corridor as an economic focus area and a corridor to consider for a road diet to catalyze improved land values and encourage new development and reinvestment in this corridor.

Task 1.8 City of Yuba City: Central City Green Zone Redevelopment Plan

Extent: Yuba City downtown Green Zones (SR20 from Sutter St to Harter Parkway)

As part of the Regional Partnerships Challenge, the City of Yuba City's NAE funded Central City Green Zone Revitalization Plan has three components: first, to study bicycle and pedestrian crossings across SR20, secondly, to develop Objective Design Standards, and thirdly, to update the Central City Specific Plan. Yuba City is cut in half by Highway 20, stretching east to west, dividing the northern and southern sections of the small city. As with most major corridors across the Sacramento region, there are few pedestrian crossings and very limited multimodal forms of transportation for its residents, 58% of whom are people of color.

Yuba City will develop an Objective Design Standard to barriers to securing approvals for multi-family residential infill development. This effort will focus on developing form-based objective design standards that will streamline review and approval, provide clear design direction, and ensure compatible development in the city's Central City. The city will explore using a combination of increased height limits, increased density, new floor area ratio (FAR) standards, build-to lines, and parking reductions along with the new objective design standards to encourage new infill multi-family and residential mixed-use development. The objective is to allow for the development of quality, attractive affordable and market-rate development in these areas that have been predominantly underutilized, vacant, or outdated commercial. Finally, Yuba City's updated Central City Specific Plan would provide the policies, land use, infrastructure constraints analysis and analysis to accelerate infill multi-family residential in the improved corridor.

Task 1.9 Yuba County: East Linda Gateway. Lindhurst Corridor Revitalization Project

Extent: Lindhurst Avenue from Erle Road to North Beale Road and North Beale Road from Lindhurst Ave to SR70

Yuba County's NAE component of the regional partnership will complete preliminary design and engineering for the "Linda Gateway: Lindhurst Corridor Revitalization," an entryway corridor beautification project that will transform the Avenue into a rural main street through multi-modal physical improvements as detailed below. The unincorporated community of Linda is over 60% people of color and 57% of its households earn less than \$40,000 a year. Much of the community's development occurred over the past century on a piece-meal basis, resulting in a lack of community-serving infrastructure. In particular, Lindhurst Avenue, the community's main throughway, lacks sidewalks, continuous bike lanes, landscaping, seating or shaded areas, lights, trash receptacles, or drainage. Lindhurst Avenue is sandwiched between SR70 and active freight rail, meaning any community member must use the facility (and its inadequate infrastructure) to move north-south through Linda.

With US DOT NAE grant funds, the County will complete project approval and environmental documentation (PA&ED), as well as plans, specification, and estimates (PS&E). Upon implementation, the project will transform Lindhurst Avenue into a rural main street and establish a cultural connection for the entire community. The project will convert what is essentially a trash-ridden, inaccessible throughway into a multi-modal public space by providing several improvements including landscaping, a continuous sidewalk with ADA accessible ramps, lighting, seating areas, shaded areas, local artwork, improved drainage facilities, and trash receptacles. Long-term maintenance will be through a cooperative effort between Yuba County, local community members, and SAYlove -- a grassroots citizen organization that cares for, supports, and cleans up the Yuba-Sutter.

Task 1 Deliverables: nine completed DAC Green Zone plans, facility feasibility, engineering, design, or other project development.

Task 2: Project Management and Grant Administration

SACOG has established a project management team responsible for guiding the regional planning process, managing the Community-Based Organization (CBO) Working Group and Valley Vision workforce mapping, coordinating with participating local agencies (subrecipients), establishing performance metrics, and conducting quality assurance. SACOG's Finance Director, Grants/Budget Analyst, and Accountant will work together on grant administration and reporting. This team will coordinate with US DOT to execute the grant award, conduct procurement and contracting in accordance with federal, state, and local standards; administer the grant funding; and complete all financial reporting.

Task 2.1: SACOG will develop and execute a Memorandum of Understanding (MOU) among the ten participating jurisdictions, outlining the proposed planning process, reporting requirements, and guidelines. SACOG's Senior Planner, Greg Chew, will administer the MOU.

Task 2.3: Each participating local Agency (subrecipient), its staff, and any subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred

project costs by line. The grant manager of the subrecipient town, city, or county, will be the primary point of contact in the project.

Task 2.4: SACOG’s administrative team will conduct ongoing monitoring of the DAC Green Zone planning projects to ensure each project is complete before September 30, 2031.

Task 2.5: Each local agency will report to SACOG on a quarterly basis, as detailed in the MOU, providing a written progress report and invoices, as applicable.

Task 2.6: With regular progress updates from subrecipients, SACOG will regularly submit Performance Progress Reports (SF-PPR) and Federal Financial Reports (SF-425) to monitor project programs and will submit annual reports that address project administration and overall benefits delivered.

Task 2 Deliverables: Progress reports from SACOG and partner agencies.

Task 3. Establish Community-Based Organization (CBO) Working Group and Develop Community Engagement Strategies

Task 3.1: Building upon SACOG’s extensive work partnering with CBOs to work in systemically oppressed and marginalized communities that have largely been left out of traditional planning processes, SACOG will establish a CBO Working Group for this project that will enable each participating jurisdiction to tap into CBO’s local expertise to foster inclusive outreach and engagement to inform its planning effort. SACOG will align the CBO Working Group with the work of its Race, Equity, and Inclusion (REI) Working Group and the Engage, Empower, Implement (EEI) program. The REI Working Group is made up of local elected officials from the SACOG Board and external members from public agencies, CBOs, and other organizations invested in improving equity outcomes in the Sacramento region. The EEI initiative will guide participating jurisdictions in deploying equitable and justice-based planning practices that can transform community-identified issues and ideas into implementable projects.

Task 3.2: The CBO Working Group will create and disseminate a toolkit for the participating jurisdictions to help incorporate community-led planning and design principles into each project.

Task 3.3: The CBO Working Group will develop a community engagement strategy and schedule of meetings and events tailored to its local DAC Green Zone area. Community engagement strategies will build upon the EEI initiative to address barriers to participation for historically disadvantaged, vulnerable, and marginalized community members who are often left out of local decision-making.

Task 3 Deliverables: CBO Working Group established; Community Engagement Plan & Outreach toolkit developed/disseminated.

Task 4: Workforce Development

SACOG's partner [Valley Vision](#) (VV), the region's workforce intermediary and lead entity for developing the region's federal Comprehensive Economic Development Strategy (CEDS), will conduct outreach to and stakeholder engagement with local workforce boards, organized labor, and training agencies to assess potential workforce needs associated with implementation of the DAC Green Means Go planning projects and will develop local workforce for the implementation phase of the DAC Green Means Go project. VV will collaborate with educators, employers, labor and a diverse array of workforce development partners, coordinating and aligning regional goals based on data and feedback from CBO groups.

Task 4.1: VV to coordinate with CBO Working Group and each DAC Green Zone project to assess potential job creation and hiring needs for implementation of the proposed plans.

Task 4.2: VV to engage with job training and workforce partners to establish clear pathways for local jobseekers to obtain high-quality jobs in design and engineering, construction, trades, and other positions that will grow significantly throughout the region as DAC Green Zone projects advance to the implementation phase.

Task 4.3: VV to initiate stakeholder engagement to identify local disadvantaged, women-owned, and minority businesses operating in relevant fields, as well as companies/contractors with strong labor standards, pro-active anti-discrimination and anti-harassment plans, workplace rights notice.

Task 4 Deliverables: Green Zone workforce ecosystem mapping, labor force pipeline analysis and partnership convenings.

Task 5: Technical Assistance

Task 5.1: SACOG will provide technical assistance to disadvantaged Green Zone communities to coordinate between the local jurisdiction planning scopes, community-based working groups, workforce development mapping and other activities to ready the underserved Green Zone for implementation and redevelopment. At least 50 percent of this technical assistance will go to rural communities within disadvantaged Green Zones.

Task 5 Deliverables: Green Zone technical assistance to federally-designated disadvantaged communities.

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: September 30, 2031

Period of Performance End Date: September 30, 2031

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Project Completion Date:	March 31, 2031

3. Special Milestone Deadlines.

None.

4. Mandatory Prerequisite Dates.

Milestone	Date
Added to Unified Planning Work Program (UPWP)	06/2024

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

NAE Grant Amount: \$22,500,000

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Eligible Project Costs	
	Total
NAE Funds:	[\$22,500,000]
Other Federal Funds:	[\$XXX]
Non-Federal Funds:	[\$0]
Total:	[\$22,500,000]

4. Cost Classification Table

Reserved.

5. Approved Pre-award Costs

None. The USDOT has not approved under this award any costs incurred under an advanced construction authorization (23 U.S.C. 115), any costs incurred prior to authorization (23 C.F.R. 1.9(b)), or any pre-award costs under 2 C.F.R. 200.458.

SCHEDULE E CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING SCHEDULE E: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, budget described in schedules B–D. The purpose of this schedule E is to clearly and accurately document the differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. If there are notable changes in aspects of the Project other than scope, schedule, and budget (*e.g.*, recipient changes), those changes should also be described. See section 3.1 of the General Terms and Conditions.

Scope: there are three scope differences between the application and grant agreement, each described below:

1. **Same scope elements, longer extent for City of Rancho Cordova scope.** The grant agreement includes a slightly longer extent for the City of Rancho Cordova’s Folsom Blvd scope (updated to Folsom Blvd from Bradshaw to Hazel. Grant application was a shorter extent: Folsom Blvd to Mercantile). SACOG and Rancho Cordova reviewed the corridor and found the project could cover the longer extent while keeping all scope elements contained in the grant application. The longer extent leads to a more logical endpoint (the major arterial Hazel Avenue) that better aligns with Rancho Cordova’s Green Zone.
2. **Same scope elements, longer extent for Yuba County scope.** The grant agreement includes a slightly longer extent for Yuba County’s Lindhurst Avenue scope, extending from Lindhurst Avenue along North Beale Road. SACOG and Yuba County reviewed the corridor and found the project could cover the longer extent while keeping all scope elements contained in the grant application. The longer extent allows the project to better address State Route 70 as a major barrier facility.
3. **Rescope and recipient change of \$500,000 City of Isleton SR 160 Bike/Ped Bridge Design project to Green Zone Technical Assistance task.** In the application phase SACOG coordinated with local leadership in each of the federally designated disadvantaged Green Zone communities to identify ten local jurisdiction scopes, including a \$500,000 scope for the City of Isleton to begin design on a pedestrian bridge across SR160. The City of Isleton has requested to withdraw from the regional partnership, citing staff changes and fiscal challenges. Notably, the long-tenured City Engineer/City Manager (same person) recently left Isleton. Given the city’s size (about 800 people, the smallest in the SACOG region), the City feels it no longer has the technical ability to conduct this work. Further, the City has faced some unexpected fiscal challenges and feels it would be unable now to cover costs while waiting for reimbursement. SACOG reviewed both aspects of this request and agrees that the proposed Isleton scope is no longer tenable.

The updated grant agreement shifts the \$500,000 originally planned for the Isleton scope to a technical assistance task led by SACOG that would serve federally-designated

disadvantaged communities that have a locally-adopted Green Zone. Green Zone communities felt this technical assistance would be especially valuable given the interconnected aspect of the regional planning partnership, desire for holistic outcomes, and the varying states of each corridor. The requested scope change represents less than 2.5% of the total grant budget.

Scope Change Summary

Component	Application Extent	Grant Agreement Extent	Notes
City of Rancho Cordova: Transforming Old Lincoln Highway	Folsom Blvd from Bradshaw to Mercantile	Folsom Blvd from Bradshaw to Hazel	Longer extent with same scope elements.
Yuba County: East Linda Gateway	Lindhurst Ave from Erle Road to North Beale Rd	Lindhurst Avenue from Erle Road to North Beale Road and North Beale Road from Lindhurst to SR70	Longer extent with same scope elements.
City of Isleton: SR160 Bike/Ped Bridge Design	SR 160 from A St to H St	Rescoped to Technical Assistance program	At least 50% of technical activity to serve rural DAC green zones

Schedule: No changes

Budget: No changes to overall budget. Grant agreement shifts \$500,000 (less than 2.5% of total budget) from the City of Isleton SR160 task to technical assistance task.

**SCHEDULE F
NAE PROGRAM DESIGNATIONS**

1. Capital Construction or Planning Designation.

Capital-Planning- Designation: Planning

2. Regional Partnership Challenge Grant

Regional Partnership Designation: Yes

3. Economically Disadvantaged Community Designation.

Economically Disadvantaged Community Designation: Yes

4. Funding Source.

Funding Source: General Fund

5. Security Risk Designation.

Security Risk Designation: Low

SCHEDULE G
NAE PERFORMANCE MEASUREMENT INFORMATION

Reserved.

SCHEDULE H CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate.

x	The Project is a planning project and incorporates consideration of climate change and environmental justice impacts. <i>(Identify how the planning project incorporates consideration of climate change and environmental justice impacts in the narrative below.)</i>
	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
x	The Recipient or a project partner used environmental justice tools, such as the Climate & Economic Justice Screening Tool (CEJST), USDOT’s Equitable Transportation Community (ETC) Explorer, or the EPA’s EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>

	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The project used the Climate and Environmental Justice Screening Tool to identify federally-designated environmental justice communities and only includes scopes within these communities. When built, scopes within these environmental justice communities will lead to mode shifts to reduce vehicle emissions. The project has a community-based working group to provide context on environmental justice impacts and ensure historically marginalized environmental justice communities have a pathway for input.

SCHEDULE I EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Project is a planning project and incorporates consideration of racial equity and barriers to opportunity. <i>(Identify how the planning project incorporates consideration of racial equity and barriers to opportunity in the narrative below.)</i>
	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan, or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The project aligns with and incorporates the work of its Race, Equity, and Inclusion (REI) Working Group and the Engage, Empower, Implement (EEL) program. The REI Working Group is made up of local elected officials from the SACOG Board and external members from public agencies, CBOs, and other organizations invested in improving equity outcomes in the Sacramento region to guide participating jurisdictions in deploying equitable and justice-based planning practices that can transform community-identified issues and ideas into implementable projects.

3. Community Engagement Activities.

The project will establish a CBO Working Group that will enable each participating jurisdiction to tap into CBO's local expertise to foster inclusive outreach and engagement to inform its planning effort.

4. Activities to Safeguard Affordability.

The Community Based Organization Working Group will provide community revitalization and other place-based strategies that enhance community vitality for existing residents. The work also ensures representation from underserved groups has shaped the vision for the area.

SCHEDULE J LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Project is a planning project. <i>(Identify in the narrative below the extent to which, if any, the planning project incorporates consideration of good-paying jobs and strong labor standards.)</i>
	The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The project includes a workforce development task that will collaborate with educators, employers, labor and a diverse array of workforce development partners to establish clear pathways for local jobseekers to obtain high quality jobs in design, engineering, construction and the trades.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

California Department of Transportation]

11/21/2024

Date

By:



Signature of Recipient's Authorized Representative

Dee Lam

Name

Chief, Division of Local Assistance

Title

DESIGNATED SUBRECIPIENT SIGNATURE PAGE

The Designated Subrecipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

Sacramento Area Council of Governments

11/21/2024

Date

By:



Signature of Designated Subrecipient's Authorized
Representative

James Corless

Executive Director, Sacramento Area Council of
Governments

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

United States Department of Transportation

_____	By: _____
Date	Signature of USDOT's Authorized Representative
	Elissa Konove

	Name
	FHWA California Division Administrator

	Title

EXHIBIT D QUARTERLY PROGRESS REPORT

District/Quarter:	District 3 / Quarter: _____
District Grant Manager:	_____
Project Title:	_____
Grant Applicant:	_____
Grant Program & FY:	_____
Date funds were encumbered:	_____
Project End Date:	_____

	Grant Funds	Local Match	Estimated % of Project Completed to Date	% of Total Amount Expended to Date
Total Authorized	\$	\$	____ %	____ %
Funds Expended to Date:	\$	\$		
Balance Available:	\$	\$		

1. Project status/general comments this quarter (progress, problems encountered, etc.)
2. Identify Community-Based Organizations involved in the project this quarter.
3. Discussion/evaluation of public participation efforts this quarter.
4. List of documents/materials forwarded to HQ this quarter (contacts, agreements, final reports, etc.)

Prepared by:

Signature		Date:	
Printed Name			
Job Title			
Subrecipient			
Email/Phone			

(Required in lieu of IRS W-9 when doing business with the County of Sacramento)

(REV Apr 2017)

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EXHIBIT F
FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care, pregnancy leave, or disability leave. ADMINISTRATION AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.
2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY's contractors and all subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.
4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for purposes of investigation to ascertain compliance with the Fair Employment section of this AGREEMENT.
5. Remedies for Willful Violation:
 - (a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
 - (b) For willful violation of this Fair Employment provision, STATE shall have the right to terminate this AGREEMENT either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any monies due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT G

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, a condition to receiving any Federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42, U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federally-aid Highway Act of 1973, and other pertinent directives, to and that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation, ADMINISTERING AGENCY HEREBY GIVES ASSURANCES THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this AGREEMENT. This Assurance is required by subsection 21.7(a)(1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to the Federal-Assisted Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsection 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the Federal-Assisted Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this Assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of the Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C:

- (a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D:

- (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this Assurance obligates ADMINISTERING AGENCY for the period during which federal financing assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of personal property or real property or interest therein, or structures, or improvements thereon, in which case the Assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

- (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. The ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he/she delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the AGREEMENT.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE-assisted contract or in the administration on its DBE Program or the requirement of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of STATE-assisted contracts. ADMINISTERING AGENCY's DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases refer the matter for enforcement under 18 U.S.C 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 U.S.C. 3801 et seq.).

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX 1 TO EXHIBIT G

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in

interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agree as follows:

1. Compliance with Regulations: ADMINISTERING AGENCY shall comply with the REGULATIONS relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), which are incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. Solicitations for Sub-agreements, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements or materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this AGREEMENT and the REGULATION relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY as in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.
5. Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this AGREEMENT, STATE shall impose such AGREEMENT sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to ADMINISTERING AGENCY under the AGREEMENT within a reasonable period of time, not to exceed ninety (90) days; and/or
 - (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.
6. Incorporation of Provision: ADMINISTERING AGENCY shall include the provisions of paragraphs 1 through 6 in every sub-agreement, including procurements of materials and leases of equipment unless exempt by the REGULATIONS or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance provided; however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of the STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX 2 TO EXHIBIT G

The following clauses shall be included in any and all deeds affecting or recording the transfer of PROJECT real property; structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOT, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with, and in compliance with, Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remiss, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said and described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject; however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land to itself, its successors and assigns.

1. That no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereto conveyed(:) (and)¹
2. That ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and
3. That in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed².

APPENDIX 3 TO EXHIBIT G

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add “as covenant running with the land) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49,

Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

APPENDIX 4 TO EXHIBIT G

The following shall be included in all deeds, licenses, leases, permits, or similar agreements extended into by the ADMINISTERING AGENCY.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add “as a covenant running with the land”) that:

1. No person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
2. That in construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and
3. That the (grantee, licensee, permittee, etc.), shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.), and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.), had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

EXHIBIT H REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES

Type of Expense	Required Documentation for Invoices
Labor Costs Approved timesheets and/or itemized financial/payroll system report providing:	a. Names b. Dates c. Hours worked toward specific tasks/deliverables d. Hourly rate e. Benefits f. Overhead
Indirect/Overhead Charge	a. Approval of indirect rate from cognizant agency (Exhibit 10-K or Approval Letter from cognizant agency)
Proof of Payment	a. Copy of cancelled check showing proof of cleared payment
Meeting Related Expenses Typically not eligible for grant reimbursement unless obtained prior approval and included in budget/SOW.	a. Purpose of meeting b. Agenda c. List of attendees
Other Expenses	a. Detailed receipts
Disadvantage Business Enterprises (DBE)	a. DBE Report forms ADM 0227F b. ADM 3069 if Agreement includes a DBE Participation Goal.
In-Kind/Match	a. If staff time is used for match, follow "Labor Costs" documentation requirements. b. If other costs are used, follow the rules for other types of expenses and provide details on procurement process used. To be allowable for match, any costs incurred must have been procured following same rules SACOG is subject to, based on type of grant funding. c. If providing actual funds, identify what type of funds are being provided (local, state, federal, federal aid) and/or source of funds (granting agency).

Travel Costs

Mileage	a. Date b. Miles driven c. Addresses traveled from and to d. Purpose of travel e. Map preferred
Meals, Incidentals, Transportation & Lodging	a. Itemized receipts for all meals/incidentals. Will only be reimbursed up to <u>state per diem rates or GSA rates</u> . b. If any charges are for more than one person, names of all parties and purpose of charge must be provided.

EXHIBIT I DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM

Background

“Disadvantaged Business Enterprise” or “DBE” means a for-profit small business as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of SACOG, Caltrans, and the US DOT that DBEs have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds.

Requirements and Purpose of Form

The awardee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE participation will be reported, the awardee shall check the “No DBE Participation” option below (Option #1), and sign and return this form.

Resources

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE's. The CUCP database may be accessed on-line at <http://www.californiaucp.com>. If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

DBE/UDBE Participation Information

☒ **Option #1**

No Certified DBE participation proposed.

☐ **Option #2**

The following DBE(s) will be used:

***Attach additional pages if necessary*

Name of Certified DBE:	<i>Not Applicable</i>	DBE #:	
DBE Address:		Phone:	
		Email:	
Capacity:	☐ Contractor ☐ Subcontractor	\$ Amount:	
Annual Gross Receipts:	☐ Less than \$500,000	☐ \$2 million-\$5 million	
	☐ \$500,000-\$1 million	☐ Over \$5 million	
	☐ \$1 million-\$2 million		
Race/Ethnicity/Gender:	☐ Asian Pacific	☐ Asian Subcontinent	
	☐ Black	☐ Caucasian	
	☐ Native American	☐ Woman	
Description of Services			

Submitted by:

Signature _____ Date: _____
Printed Name _____
Job Title _____
Subrecipient _____
Email/Phone _____

CITY OF YUBA CITY
STAFF REPORT

Date: March 18, 2025
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Deputy Director of Development Services

Summary

Subject: 2024 Housing Element Annual Progress Report
Recommendation: A. Receive the 2024 Housing Element Annual Progress Report; and
 B. Direct staff to file the report for calendar year 2024 with the State Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR)
Fiscal Impact: There is no additional fiscal impact because of this project. Existing budgeted monies are being used to prepare this documentation

Purpose:

Authorize submittal of the Housing Element Annual Progress Report to HCD and OPR as required by State Housing law.

Council's Strategic Goal:

This item facilitates the Council's strategic goal of maintaining and enhancing our quality of life.

Background:

State Housing Law, commencing at Government Code Section 65400, requires cities and counties to annually report on the status of their General Plan Housing Elements and progress in its implementation using forms adopted by HCD. State Housing law also requires that prior to submitting the annual progress report, the City Council must hold a public meeting. Housing Element Annual Progress Reports are required to be submitted to HCD by April 1st of each year.

Analysis:

The Housing Element Annual Progress Report covers housing related activity for the preceding calendar year and includes the following key HCD required sections:

- Table A – Housing development applications submitted;
- Table A2 – Annual building activity report summary – new construction, entitled, permits, and completed units;
- Table B – Regional Housing Needs Allocation (RHNA) progress – permitted units issued by

affordability;

- Table D – Program implementation status pursuant to Government Code section 65583;
- Table F – Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code Section 65583.1(c)
- Summary Table
- Local Early Action Planning (LEAP) Reporting

In 2024, the City issued building permits for 100 residential units, nearly double from the 51 residential permits issued in 2023.

Fiscal Impact:

There is no additional fiscal impact because of this project. Existing budgeted monies are being used to prepare this documentation.

Alternatives:

No viable alternative recommendations are available because the filing of the Housing Element Annual Progress Report is a statutory requirement.

Recommendations:

1. Receive the 2024 Housing Element Annual Progress Report; and
2. Direct staff to file the report for calendar year 2024 with the State Department of Housing and Community Development (HCD) and the Governor’s Office of Planning and Research (OPR).

Attachments:

1. 2024 Housing Element Annual Progress Report

Prepared By:

Andrew Darrell
Assistant Planner

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

Jurisdiction	Yuba City	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	05/15/2021 - 05/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "*" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Project Type	Notes						
1					2	3	4	5							6	7	8	9	10		11	12	13						
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes*						
Summary Row: Start Data Entry Below																0	0	0	0	0	0	91	91	91	0				
	059-030-010	W Onslott Frontage Rd	Butte Vista Estates	TSM 24-02	SFD	O	8/28/2024								37	37	37	0	NONE	No	N/A	Approved	Discretionary	& 059-030-011					
	62-082-019	0 El Margarita Rd	Brownstone Estates	TSM 24-04	SFD	O	9/12/2024								54	54	54	0	NONE	No	N/A	Approved	Discretionary	& 62-082-020, 62-082-021					
															0														

Table A2																
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									
1					2	3	4							5	6	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements	
Summary Row: Start Data Entry Below							0	0	0	0	0	0	378		378	
	62-420-060	3334 SAM BRANNAN WAY, YUBA CITY, CA		BLD22-02569	SFD	O									0	
	62-440-072	1108 BILLIE KEITH WAY, Yuba City, CA 95993		BLD23-01391	SFD	O									0	
	62-420-059	1132 SYDNEY CT, YUBA CITY, CA 95993		BLD23-01039	SFD	O									0	
	62-440-071	1120 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD23-01381	SFD	O									0	
		1214 JEFFERSON AVE, YUBA CITY, CA 95993		BLD23-01989		O								0		
	59-640-005	1813 CROWNE CT, YUBA CITY, CA 95993		BLD22-01155	SFD	O									0	
	62-420-056	1129 AMBER CT, YUBA CITY, CA 95993		BLD22-02014	SFD	O									0	
	62-420-000	1137 AMBER CT, YUBA CITY, CA 95993		BLD23-01140	SFD	O									0	
	62-450-002	1202 JEFFERSON AVE, YUBA CITY, CA 95993		BLD23-01990	SFD	O									0	
	62-420-055	1137 AMBER CT, YUBA CITY, CA 95993		BLD23-01140	SFD	O									0	
	62-420-050	3303 SAM BRANNAN WAY, YUBA CITY, CA		BLD22-02184	SFD	O									0	
	62-440-077	1107 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD23-01388	SFD	O									0	
	62-440-073	1096 BILLIE KEITH WAY, YUBA CITY, CA 95993			BLD23-01392	SFD	O									0
	62-440-075	1083 BILLIE KEITH WAY, Yuba City, CA 95993		BLD23-01387	SFD	O									0	
	62-420-026	3315 JOHN FREMONT WAY, YUBA CITY, CA 95993		BLD22-01351	SFD	O									0	
	62-420-014	3340 MONROE RD, YUBA CITY, CA 95993		BLD22-01345	SFD	O									0	

	62-440-076	1095 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD23-01389	SFD	O									0
	62-420-015	3332 MONROE RD, YUBA CITY, CA 95993		BLD22-01357	SFD	O									0
	62-450-018	1245 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02245	SFD	O									0
	62-450-015	1269 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02247	SFD	O									0
	59-410-049	2496 STABLER LN, Yuba City, CA 95993		BLD23-00349	SFD	O									0
	62-420-027	3323 JOHN FREMONT WAY, YUBA CITY, CA 95993		BLD22-01411	SFD	O									0
	62-450-017	1253 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02250	SFD	O									0
	62-450-014	1277 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02242	SFD	O									0
	62-450-021	1221 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02246	SFD	O									0
	62-450-019	1237 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02248	SFD	O									0
	62-450-022	1213 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02253	SFD	O									0
	62-450-020	1229 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02251	SFD	O									0
	62-420-016	3324 MONROE RD, YUBA CITY, CA 95993		BLD22-01361	SFD	O									0
	62-450-016	1261 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02244	SFD	O									0
	62-450-023	1205 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02249	SFD	O									0
	62-440-066	1180 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD23-02445	SFD	O									0
	62-450-025	1189 RUTH AVENUE, YUBA CITY, CA		BLD23-02459	SFD	O									0
	62-440-079	1131 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD23-01390	SFD	O									0
	62-440-065	1192 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD23-02446	SFD	O									0
	62-450-044	1203 RASPBERRY WAY, YUBA CITY, CA 95993		BLD23-02454	SFD	O									0
	62-420-020	3292 MONROE RD, YUBA CITY, CA 95993		BLD22-01410	SFD	O									0
	62-440-085	1203 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD23-02443	SFD	O									0

	62-450-027	1210 RASPBERRY WAY, YUBA CITY, CA 95993		BLD23-02456	SFD	O									0
	62-450-024	1197 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02453	SFD	O									0
	62-440-068	1156 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD23-02444	SFD	O									0
	62-450-026	1202 RASPBERRY WAY, YUBA CITY, CA 95993		BLD23-02451	SFD	O									0
	62-450-041	1227 RASPBERRY WAY, YUBA CITY, CA 95993		BLD23-02455	SFD	O									0
	62-450-028	1218 RASPBERRY WAY, YUBA CITY, CA 95993		BLD23-02458	SFD	O									0
	62-450-030	1234 RASPBERRY WAY, YUBA CITY, CA 95993		BLD24-00365	SFD	O									0
	62-450-043	1211 RASPBERRY WAY, YUBA CITY, CA 95993		BLD23-02448	SFD	O									0
	62-440-078	1119 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD23-01384	SFD	O									0
	62-450-029	1226 RASPBERRY WAY, YUBA CITY, CA 95993		BLD23-02450	SFD	O									0
	62-450-040	1235 RASPBERRY WAY, YUBA CITY, CA 95993		BLD24-00396	SFD	O									0
	62-450-042	1219 RASPBERRY WAY, YUBA CITY, CA		BLD23-02457	SFD	O									0
	62-450-039	1243 RASPBERRY WAY, YUBA CITY, CA 95993		BLD24-00394	SFD	O									0
	62-440-086	1202 WAYNE WAY, YUBA CITY, CA 95993		BLD24-00547	SFD	O									0
	62-450-031	1242 RASPBERRY WAY, YUBA CITY, CA 95993		BLD24-00381	SFD	O									0
	62-450-038	1251 RASPBERRY WAY, YUBA CITY, CA 95993		BLD24-00393	SFD	O									0
	62-440-074	1084 BILLIE KEITH WAY, YUBA CITY, CA		BLD24-00422	SFD	O									0
	62-440-012	1201 WAYNE WAY, YUBA CITY, CA 95993		BLD24-00429	SFD	O									0
	62-420-061	3342 SAM BRANNAN WAY, YUBA CITY, CA 95993		BLD23-02378	SFD	O									0

	62-440-067	1168 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD23-02442	SFD	O									0
	59-640-004	1827 CROWNE CT, YUBA CITY, CA 95993		BLD22-01156	SFD	O									0
	62-420-017	3316 MONROE RD, YUBA CITY, CA 95993		BLD22-01408	SFD	O									0
	62-450-010	1263 STRAWBERRY DR, YUBA CITY, CA 95993		BLD24-00562	SFD	O									0
	62-450-011	1271 STRAWBERRY DR, YUBA CITY, CA 95993		BLD24-00563	SFD	O									0
	62-450-012	1279 STRAWBERRY DR, YUBA CITY, CA 95993		BLD24-00564	SFD	O									0
	62-450-013	1287 STRAWBERRY DR, YUBA CITY, CA 95993		BLD24-00565	SFD	O									0
	62-450-035	1274 RASPBERRY WAY, YUBA CITY, CA		BLD24-00571	SFD	O									0
	62-450-032	1250 RASPBERRY WAY, YUBA CITY, CA 95993		BLD24-00382	SFD	O									0
	62-450-033	1258 RASPBERRY WAY, YUBA CITY, CA 95993		BLD24-00383	SFD	O									0
	62-450-034	1266 RASPBERRY WAY, YUBA CITY, CA 95993		BLD24-00385	SFD	O									0
	62-450-036	1267 RASPBERRY WAY, YUBA CITY, CA 95993		BLD24-00389	SFD	O									0
	62-450-037	1259 RASPBERRY WAY, YUBA CITY, CA 95993		BLD24-00392	SFD	O									0
	59-640-002	1947 KENNETH WAY, YUBA CITY, CA 95993		BLD22-01153	SFD	O									0
	59-640-003	1841 CROWNE CT, YUBA CITY, CA 95993		BLD22-01154	SFD	O									0
	62-420-028	3331 JOHN FREMONT WAY, YUBA CITY, CA 95993		BLD22-01362	SFD	O									0
	62-440-070	1132 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD23-01380	SFD	O									0
	62-420-066	1108 SYDNEY CT, YUBA CITY, CA 95993		BLD23-02377	SFD	O									0
	62-450-007	1239 STRAWBERRY DR, YUBA CITY, CA 95993		BLD24-00551	SFD	O									0

	62-450-008	1247 STRAWBERRY DR, YUBA CITY, CA 95993		BLD24-00560	SFD	O									0
	62-450-009	1255 STRAWBERRY DR, Yuba City, CA 95993		BLD24-00561	SFD	O									0
	62-450-076	1148 BLACKBERRY DR, YUBA CITY, CA 95993		BLD24-00574	SFD	O									0
	62-450-077	1152 BLACKBERRY DR, YUBA CITY, CA 95993		BLD24-00576	SFD	O									0
	62-440-080	1143 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD24-01002	SFD	O									0
	62-420-019	3300 MONROE RD, YUBA CITY, CA 95993		BLD22-01412	SFD	O									0
	62-450-073	1136 BLACKBERRY DR, YUBA CITY, CA 95993		BLD24-00686	SFD	O									0
	62-450-075	1144 BLACKBERRY DR, YUBA CITY, CA 95993		BLD24-00687	SFD	O									0
	62-450-071	1128 BLACKBERRY DR, YUBA CITY, CA 95993		BLD24-00692	SFD	O									0
	62-450-072	1132 BLACKBERRY DR, YUBA CITY, CA 95993		BLD24-00693	SFD	O									0
	62-450-074	1140 BLACKBERRY DR, YUBA CITY, CA 95993		BLD24-00694	SFD	O									0
	62-440-003	2717 MILLIE DR, YUBA CITY, CA 95993		BLD24-01279	SFD	O									0
	62-440-002	2729 MILLIE DR, YUBA CITY, CA 95993		BLD24-01281	SFD	O									0
	62-440-064	1204 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD24-01490	SFD	O									0
	62-420-046	3335 SAM BRANNAN WAY, YUBA CITY, CA 95993		BLD24-00681	SFD	O									0
	52-081-001	655 GRAY AVE, Yuba City, CA 95991		BLD23-00520	ADU	O									0
	53-416-002	206 MOORE AVE, Yuba City, CA 95991		BLD23-01783	ADU	O									0
	55-030-009	1990 RAPID FALLS DR, Yuba City, CA 95991		BLD22-00241	ADU	O									0
	51-412-009	420 BIRD ST, Yuba City, CA 95991		BLD24-01272	ADU	O									0
	52-081-001	655 GRAY AVE, Yuba City, CA 95991		BLD23-01803	ADU	O									0

	53-442-030	380 DORMAN AVE, Yuba City, CA 95991		BLD24-00051	ADU	O									0
	059-030-010	W Onslott Frontage Rd	Butte Vista Estates	TSM 24-02	SFD	O							37	8/28/2024	37
	55-240-002	0 Railroad Ave	West Railroad Village	TSM 23-02	SFA	O							48	3/19/2024	48
	62-082-004	1112 EL Margarita Rd	Gorsi Subdivision	TSM 23-03	SFD	O							5	4/24/2024	5
	55-240-016	0 Hwy 99	Newkom Ranch	TSM 23-04	SFD	O							234	8/28/2024	234
	62-082-019	0 El Margarita Rd	Brownstone Estates	TSM 24-04	SFD	O							54	9/12/2024	54
	51-341-007	1020 ORANGE ST, Yuba City, CA 95991		BLD23-01209	ADU	O									0
	53-174-014	158 CLINTON ST, Yuba City, CA 95991		BLD24-00621	ADU	O									0
	52-461-024	253 AYLOR AVE, Yuba City, CA 95991		BLD24-00875	ADU	O									0
	62-450-067	1213 CRANBERRY WAY, YUBA CITY, CA 95993		BLD24-00739	SFD	O									0
	62-450-069	1120 BLACKBERRY DR, YUBA CITY, CA 95993		BLD24-00690	SFD	O									0
	62-450-068	1205 CRANBERRY WAY, YUBA CITY, CA 95993		BLD24-00689	SFD	O									0
	62-420-039	3306 JOHN FREMONT WAY, YUBA CITY, CA 95993		BLD24-00611	SFD	O									0
	62-450-066	1221 CRANBERRY WAY, YUBA CITY, CA 95993		BLD24-00678	SFD	O									0
	62-450-070	1124 BLACKBERRY DR, YUBA CITY, CA 95993		BLD24-00691	SFD	O									0
	62-440-083	1179 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD24-01008	SFD	O									0
	62-440-081	1155 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD24-01007	SFD	O									0
	62-440-084	1191 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD24-01005	SFD	O									0
	62-440-082	1167 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD24-01004	SFD	O									0
	62-450-065	1229 CRANBERRY WAY, YUBA CITY, CA 95993		BLD24-01067	SFD	O									0
	62-450-048	1228 CRANBERRY WAY, YUBA CITY, CA 95993		BLD24-01062	SFD	O									0
	62-450-064	1237 CRANBERRY WAY, YUBA CITY, CA 95993		BLD24-01064	SFD	O									0

	62-450-063	1245 CRANBERRY WAY, YUBA CITY, CA 95993		BLD24-01071	SFD	O									0
	62-450-049	1236 CRANBERRY WAY, YUBA CITY, CA 95993		BLD24-01068	SFD	O									0
	62-450-047	1220 CRANBERRY WAY, YUBA CITY, CA 95993		BLD24-01069	SFD	O									0
	62-450-046	1212 CRANBERRY WAY, YUBA CITY, CA 95993		BLD24-01072	SFD	O									0
	62-450-045	1204 CRANBERRY WAY, YUBA CITY, CA 95993		BLD24-01061	SFD	O									0
	62-450-062	1253 CRANBERRY WAY, YUBA CITY, CA 95993		BLD24-01063	SFD	O									0
	62-450-050	1244 CRANBERRY WAY, YUBA CITY, CA 95993		BLD24-01065	SFD	O									0
	62-420-043	3338 JOHN FREMONT WAY, YUBA CITY, CA 95993		BLD24-01242	SFD	O									0
	62-440-001	2741 MILLIE DR, YUBA CITY, CA		BLD24-01280	SFD	O									0
	62-450-060	1254 STRAWBERRY DR, YUBA CITY, CA 95993		BLD24-01321	SFD	O									0
	62-420-062	1153 ROYO RANCHERO RD, YUBA CITY, CA 95993		BLD24-01241	SFD	O									0
	62-420-064	1093 ROYO RANCHERO RD, YUBA CITY, CA 95993		BLD24-01239	SFD	O									0
	62-420-045	3343 SAM BRANNAN WAY, YUBA CITY, CA 95993		BLD24-01196	SFD	O									0
	62-420-068	1124 SYDNEY CT, YUBA CITY, CA 95993		BLD24-01238	SFD	O									0
	62-450-061	1261 CRANBERRY WAY, YUBA CITY, CA 95993		BLD24-01324	SFD	O									0
	62-450-052	1260 CRANBERRY WAY, YUBA CITY, CA 95993		BLD24-01317	SFD	O									0
	62-450-053	1268 CRANBERRY WAY, YUBA CITY, CA 95993		BLD24-01319	SFD	O									0
	62-450-051	1252 CRANBERRY WAY, YUBA CITY, CA 95993		BLD24-01316	SFD	O									0
	62-450-059	1246 STRAWBERRY DR, YUBA CITY, CA 95993		BLD24-01320	SFD	O									0

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits							8	9
			7								
Current APN	Street Address	Project Name*	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			0	0	0	0	0	0	100		100
62-420-060	3334 SAM BRANNAN WAY, YUBA CITY, CA										0
62-440-072	1108 BILLIE KEITH WAY, Yuba City, CA 95993										0
62-420-059	1132 SYDNEY CT, YUBA CITY, CA 95993										0
62-440-071	1120 BILLIE KEITH WAY, YUBA CITY, CA 95993										0
62-450-001	1214 JEFFERSON AVE, YUBA CITY, CA 95993										0
59-640-005	1813 CROWNE CT, YUBA CITY, CA 95993										0
62-420-056	1129 AMBER CT, YUBA CITY, CA 95993										0
62-420-000	1137 AMBER CT, YUBA CITY, CA 95993										0
62-450-002	1202 JEFFERSON AVE, YUBA CITY, CA 95993										0
62-420-055	1137 AMBER CT, YUBA CITY, CA 95993										0
62-420-050	3303 SAM BRANNAN WAY, YUBA CITY, CA										0

62-440-077	1107 BILLIE KEITH WAY, YUBA CITY, CA 95993								
62-440-073	1096 BILLIE KEITH WAY, YUBA CITY, CA 95993								
62-440-075	1083 BILLIE KEITH WAY, Yuba City, CA 95993								
62-420-026	3315 JOHN FREMONT WAY, YUBA CITY, CA 95993								
62-420-014	3340 MONROE RD, YUBA CITY, CA 95993								
62-440-076	1095 BILLIE KEITH WAY, YUBA CITY, CA 95993								
62-420-015	3332 MONROE RD, YUBA CITY, CA 95993								
62-450-018	1245 RUTH AVENUE, YUBA CITY, CA 95993								
62-450-015	1269 RUTH AVENUE, YUBA CITY, CA 95993								
59-410-049	2496 STABLER LN, Yuba City, CA 95993								
62-420-027	3323 JOHN FREMONT WAY, YUBA CITY, CA 95993								
62-450-017	1253 RUTH AVENUE, YUBA CITY, CA 95993								
62-450-014	1277 RUTH AVENUE, YUBA CITY, CA 95993								
62-450-021	1221 RUTH AVENUE, YUBA CITY, CA 95993								
62-450-019	1237 RUTH AVENUE, YUBA CITY, CA 95993								
62-450-022	1213 RUTH AVENUE, YUBA CITY, CA 95993								

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62-450-020	1229 RUTH AVENUE, YUBA CITY, CA 95993								
62-420-016	3324 MONROE RD, YUBA CITY, CA 95993								
62-450-016	1261 RUTH AVENUE, YUBA CITY, CA 95993								
62-450-023	1205 RUTH AVENUE, YUBA CITY, CA 95993								
62-440-066	1180 BILLIE KEITH WAY, YUBA CITY, CA 95993								1
62-450-025	1189 RUTH AVENUE, YUBA CITY, CA								1
62-440-079	1131 BILLIE KEITH WAY, YUBA CITY, CA 95993								
62-440-065	1192 BILLIE KEITH WAY, YUBA CITY, CA 95993								1
62-450-044	1203 RASPBERRY WAY, YUBA CITY, CA 95993								1
62-420-020	3292 MONROE RD, YUBA CITY, CA 95993								
62-440-085	1203 BILLIE KEITH WAY, YUBA CITY, CA 95993								1
62-450-027	1210 RASPBERRY WAY, YUBA CITY, CA 95993								1
62-450-024	1197 RUTH AVENUE, YUBA CITY, CA 95993								1
62-440-068	1156 BILLIE KEITH WAY, YUBA CITY, CA 95993								1
62-450-026	1202 RASPBERRY WAY, YUBA CITY, CA 95993								1

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1/12/2024	1
1/20/2024	1
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1/12/2024	1
1/10/2024	1
	0
1/12/2024	1
1/10/2024	1
1/10/2024	1
1/12/2024	1
1/10/2024	1

62-450-041	1227 RASPBERRY WAY, YUBA CITY, CA 95993								1
62-450-028	1218 RASPBERRY WAY, YUBA CITY, CA 95993								1
62-450-030	1234 RASPBERRY WAY, YUBA CITY, CA 95993								1
62-450-043	1211 RASPBERRY WAY, YUBA CITY, CA 95993								1
62-440-078	1119 BILLIE KEITH WAY, YUBA CITY, CA 95993								
62-450-029	1226 RASPBERRY WAY, YUBA CITY, CA 95993								1
62-450-040	1235 RASPBERRY WAY, YUBA CITY, CA 95993								1
62-450-042	1219 RASPBERRY WAY, YUBA CITY, CA								1
62-450-039	1243 RASPBERRY WAY, YUBA CITY, CA 95993								1
62-440-086	1202 WAYNE WAY, YUBA CITY, CA 95993								1
62-450-031	1242 RASPBERRY WAY, YUBA CITY, CA 95993								1
62-450-038	1251 RASPBERRY WAY, YUBA CITY, CA 95993								1
62-440-074	1084 BILLIE KEITH WAY, YUBA CITY, CA								1
62-440-012	1201 WAYNE WAY, YUBA CITY, CA 95993								1

1/12/2024	1
1/10/2024	1
3/14/2024	1
1/10/2024	1
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1/10/2024	1
3/14/2024	1
1/10/2024	1
3/14/2024	1
4/5/2024	1
3/14/2024	1
3/14/2024	1
4/5/2024	1
4/5/2024	1

62-420-061	3342 SAM BRANNAN WAY, YUBA CITY, CA 95993								
62-440-067	1168 BILLIE KEITH WAY, YUBA CITY, CA 95993								1
59-640-004	1827 CROWNE CT, YUBA CITY, CA 95993								1
62-420-017	3316 MONROE RD, YUBA CITY, CA 95993								
62-450-010	1263 STRAWBERRY DR, YUBA CITY, CA 95993								1
62-450-011	1271 STRAWBERRY DR, YUBA CITY, CA 95993								1
62-450-012	1279 STRAWBERRY DR, YUBA CITY, CA 95993								1
62-450-013	1287 STRAWBERRY DR, YUBA CITY, CA 95993								1
62-450-035	1274 RASPBERRY WAY, YUBA CITY, CA								1
62-450-032	1250 RASPBERRY WAY, YUBA CITY, CA 95993								1
62-450-033	1258 RASPBERRY WAY, YUBA CITY, CA 95993								1
62-450-034	1266 RASPBERRY WAY, YUBA CITY, CA 95993								1
62-450-036	1267 RASPBERRY WAY, YUBA CITY, CA 95993								1
62-450-037	1259 RASPBERRY WAY, YUBA CITY, CA 95993								1

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1/12/2024	1
9/10/2024	1
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4/11/2024	1
4/11/2024	1
4/29/2024	1
4/11/2024	1
4/11/2024	1
3/14/2024	1
3/14/2024	1
3/14/2024	1
4/30/2024	1
3/14/2024	1

59-640-002	1947 KENNETH WAY, YUBA CITY, CA 95993								
59-640-003	1841 CROWNE CT, YUBA CITY, CA 95993								
62-420-028	3331 JOHN FREMONT WAY, YUBA CITY, CA 95993								
62-440-070	1132 BILLIE KEITH WAY, YUBA CITY, CA 95993								
62-420-066	1108 SYDNEY CT, YUBA CITY, CA 95993								
62-450-007	1239 STRAWBERRY DR, YUBA CITY, CA 95993								1
62-450-008	1247 STRAWBERRY DR, YUBA CITY, CA 95993								1
62-450-009	1255 STRAWBERRY DR, Yuba City, CA 95993								1
62-450-076	1148 BLACKBERRY DR, YUBA CITY, CA 95993								1
62-450-077	1152 BLACKBERRY DR, YUBA CITY, CA 95993								1
62-440-080	1143 BILLIE KEITH WAY, YUBA CITY, CA 95993								1
62-420-019	3300 MONROE RD, YUBA CITY, CA 95993								
62-450-073	1136 BLACKBERRY DR, YUBA CITY, CA 95993								1
62-450-075	1144 BLACKBERRY DR, YUBA CITY, CA 95993								1

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4/11/2024	1
4/11/2024	1
4/11/2024	1
4/11/2024	1
4/11/2024	1
6/11/2024	1
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5/7/2024	1
5/7/2024	1

62-450-071	1128 BLACKBERRY DR, YUBA CITY, CA 95993								1
62-450-072	1132 BLACKBERRY DR, YUBA CITY, CA 95993								1
62-450-074	1140 BLACKBERRY DR, YUBA CITY, CA 95993								1
62-440-003	2717 MILLIE DR, YUBA CITY, CA 95993								1
62-440-002	2729 MILLIE DR, YUBA CITY, CA 95993								1
62-440-064	1204 BILLIE KEITH WAY, YUBA CITY, CA 95993								1
62-420-046	3335 SAM BRANNAN WAY, YUBA CITY, CA 95993								1
52-081-001	655 GRAY AVE, Yuba City, CA 95991								
53-416-002	206 MOORE AVE, Yuba City, CA 95991								
55-030-009	1990 RAPID FALLS DR, Yuba City, CA 95991								
51-412-009	420 BIRD ST, Yuba City, CA 95991								1
52-081-001	655 GRAY AVE, Yuba City, CA 95991								1
53-442-030	380 DORMAN AVE, Yuba City, CA 95991								1
059-030-010	W Onslott Frontage Rd	Butte Vista Estates							
55-240-002	0 Railroad Ave	West Railroad Village							
62-082-004	1112 EL Margarita Rd	Gorsi Subdivision							
55-240-016	0 Hwy 99	Newkom Ranch							
62-082-019	0 El Margarita Rd	Brownstone Estates							
51-341-007	1020 ORANGE ST, Yuba City, CA 95991								1

5/7/2024	1
5/7/2024	1
5/7/2024	1
7/11/2024	1
7/11/2024	1
8/14/2024	1
4/26/2024	1
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8/15/2024	1
3/1/2024	1
4/11/2024	1
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	0
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	0
2/16/2024	1

53-174-014	158 CLINTON ST, Yuba City, CA 95991								1	4/26/2024	1
52-461-024	253 AYLOR AVE, Yuba City, CA 95991								1	5/31/2024	1
62-450-067	1213 CRANBERRY WAY, YUBA CITY, CA 95993								1	5/7/2024	1
62-450-069	1120 BLACKBERRY DR, YUBA CITY, CA 95993								1	5/7/2024	1
62-450-068	1205 CRANBERRY WAY, YUBA CITY, CA 95993								1	5/7/2024	1
62-420-039	3306 JOHN FREMONT WAY, YUBA CITY, CA 95993								1	5/16/2024	1
62-450-066	1221 CRANBERRY WAY, YUBA CITY, CA 95993								1	5/16/2024	1
62-450-070	1124 BLACKBERRY DR, YUBA CITY, CA 95993								1	5/7/2024	1
62-440-083	1179 BILLIE KEITH WAY, YUBA CITY, CA 95993								1	6/11/2024	1
62-440-081	1155 BILLIE KEITH WAY, YUBA CITY, CA 95993								1	6/11/2024	1
62-440-084	1191 BILLIE KEITH WAY, YUBA CITY, CA 95993								1	6/11/2024	1
62-440-082	1167 BILLIE KEITH WAY, YUBA CITY, CA 95993								1	6/11/2024	1
62-450-065	1229 CRANBERRY WAY, YUBA CITY, CA 95993								1	6/26/2024	1
62-450-048	1228 CRANBERRY WAY, YUBA CITY, CA 95993								1	6/26/2024	1

62-450-064	1237 CRANBERRY WAY, YUBA CITY, CA 95993								1	6/26/2024	1
62-450-063	1245 CRANBERRY WAY, YUBA CITY, CA 95993								1	6/26/2024	1
62-450-049	1236 CRANBERRY WAY, YUBA CITY, CA 95993								1	6/26/2024	1
62-450-047	1220 CRANBERRY WAY, YUBA CITY, CA 95993								1	6/26/2024	1
62-450-046	1212 CRANBERRY WAY, YUBA CITY, CA 95993								1	6/26/2024	1
62-450-045	1204 CRANBERRY WAY, YUBA CITY, CA 95993								1	6/26/2024	1
62-450-062	1253 CRANBERRY WAY, YUBA CITY, CA 95993								1	6/26/2024	1
62-450-050	1244 CRANBERRY WAY, YUBA CITY, CA 95993								1	6/26/2024	1
62-420-043	3338 JOHN FREMONT WAY, YUBA CITY, CA 95993								1	7/11/2024	1
62-440-001	2741 MILLIE DR, YUBA CITY, CA								1	7/11/2024	1
62-450-060	1254 STRAWBERRY DR, YUBA CITY, CA 95993								1	7/29/2024	1
62-420-062	1153 ROYO RANCHERO RD, YUBA CITY, CA 95993								1	7/12/2024	1
62-420-064	1093 ROYO RANCHERO RD, YUBA CITY, CA 95993								1	7/12/2024	1
62-420-045	3343 SAM BRANNAN WAY, YUBA CITY, CA 95993								1	7/10/2024	1

62-420-068	1124 SYDNEY CT, YUBA CITY, CA 95993								1	7/11/2024	1
62-450-061	1261 CRANBERRY WAY, YUBA CITY, CA 95993								1	7/29/2024	1
62-450-052	1260 CRANBERRY WAY, YUBA CITY, CA 95993								1	7/29/2024	1
62-450-053	1268 CRANBERRY WAY, YUBA CITY, CA 95993								1	7/29/2024	1
62-450-051	1252 CRANBERRY WAY, YUBA CITY, CA 95993								1	7/29/2024	1
62-450-059	1246 STRAWBERRY DR, YUBA CITY, CA 95993								1	7/29/2024	1
62-440-004	2705 MILLIE DR, YUBA CITY, CA 95993								1	8/14/2024	1
62-440-005	2693 MILLIE DR, YUBA CITY, CA 95993								1	8/14/2024	1
62-420-063	1123 ROYO RANCHERO RD, YUBA CITY, CA 95993								1	8/12/2024	1
62-420-042	3330 JOHN FREMONT WAY, YUBA CITY, CA 95993								1	8/12/2024	1
62-420-047	3327 SAM BRANNAN WAY, YUBA CITY, CA 95993								1	11/12/2024	1
62-450-058	1238 STRAWBERRY DR, YUBA CITY, CA 95993								1	11/22/2024	1
62-450-057	1230 STRAWBERRY DR, YUBA CITY, CA 95993								1	11/22/2024	1
62-450-056	1222 STRAWBERRY DR, YUBA CITY, CA 95993								1	11/22/2024	1

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy									
			10							11	12	
Current APN	Street Address	Project Name ⁺	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness	
			0	0	0	0	0	0	94		94	
62-420-060	3334 SAM BRANNAN WAY, YUBA CITY, CA								1	1/31/2024	1	
62-440-072	1108 BILLIE KEITH WAY, Yuba City, CA 95993								1	1/23/2024	1	
62-420-059	1132 SYDNEY CT, YUBA CITY, CA 95993								1	1/31/2024	1	
62-440-071	1120 BILLIE KEITH WAY, YUBA CITY, CA 95993								1	2/9/2024	1	
62-450-001	1214 JEFFERSON AVE, YUBA CITY, CA 95993								1	2/12/2024	1	
59-640-005	1813 CROWNE CT, YUBA CITY, CA 95993								1	2/28/2024	1	
62-420-056	1129 AMBER CT, YUBA CITY, CA 95993								1	2/27/2024	1	
62-420-000	1137 AMBER CT, YUBA CITY, CA 95993								1	2/9/2024	1	
62-450-002	1202 JEFFERSON AVE, YUBA CITY, CA 95993								1	2/12/2024	1	
62-420-055	1137 AMBER CT, YUBA CITY, CA 95993								1	2/9/2024	1	
62-420-050	3303 SAM BRANNAN WAY, YUBA CITY, CA								1	2/23/2024	1	

62-440-077	1107 BILLIE KEITH WAY, YUBA CITY, CA 95993								1	3/15/2024	1
62-440-073	1096 BILLIE KEITH WAY, YUBA CITY, CA 95993								1	3/14/2024	1
62-440-075	1083 BILLIE KEITH WAY, Yuba City, CA 95993								1	4/24/2024	1
62-420-026	3315 JOHN FREMONT WAY, YUBA CITY, CA 95993								1	4/5/2024	1
62-420-014	3340 MONROE RD, YUBA CITY, CA 95993								1	4/23/2024	1
62-440-076	1095 BILLIE KEITH WAY, YUBA CITY, CA 95993								1	4/24/2024	1
62-420-015	3332 MONROE RD, YUBA CITY, CA 95993								1	4/9/2024	1
62-450-018	1245 RUTH AVENUE, YUBA CITY, CA 95993								1	5/16/2024	1
62-450-015	1269 RUTH AVENUE, YUBA CITY, CA 95993								1	5/15/2024	1
59-410-049	2496 STABLER LN, Yuba City, CA 95993								1	5/3/2024	1
62-420-027	3323 JOHN FREMONT WAY, YUBA CITY, CA 95993								1	5/3/2024	1
62-450-017	1253 RUTH AVENUE, YUBA CITY, CA 95993								1	5/15/2024	1
62-450-014	1277 RUTH AVENUE, YUBA CITY, CA 95993								1	5/10/2024	1
62-450-021	1221 RUTH AVENUE, YUBA CITY, CA 95993								1	5/23/2024	1
62-450-019	1237 RUTH AVENUE, YUBA CITY, CA 95993								1	5/20/2024	1
62-450-022	1213 RUTH AVENUE, YUBA CITY, CA 95993								1	5/29/2024	1

62-450-020	1229 RUTH AVENUE, YUBA CITY, CA 95993								1	5/23/2024	1
62-420-016	3324 MONROE RD, YUBA CITY, CA 95993								1	5/14/2024	1
62-450-016	1261 RUTH AVENUE, YUBA CITY, CA 95993								1	5/20/2024	1
62-450-023	1205 RUTH AVENUE, YUBA CITY, CA 95993								1	6/4/2024	1
62-440-066	1180 BILLIE KEITH WAY, YUBA CITY, CA 95993								1	6/10/2024	1
62-450-025	1189 RUTH AVENUE, YUBA CITY, CA								1	6/18/2024	1
62-440-079	1131 BILLIE KEITH WAY, YUBA CITY, CA 95993								1	6/10/2024	1
62-440-065	1192 BILLIE KEITH WAY, YUBA CITY, CA 95993								1	6/5/2024	1
62-450-044	1203 RASPBERRY WAY, YUBA CITY, CA 95993								1	6/18/2024	1
62-420-020	3292 MONROE RD, YUBA CITY, CA 95993								1	6/18/2024	1
62-440-085	1203 BILLIE KEITH WAY, YUBA CITY, CA 95993								1	6/10/2024	1
62-450-027	1210 RASPBERRY WAY, YUBA CITY, CA 95993								1	6/13/2024	1
62-450-024	1197 RUTH AVENUE, YUBA CITY, CA 95993								1	6/17/2024	1
62-440-068	1156 BILLIE KEITH WAY, YUBA CITY, CA 95993								1	6/5/2024	1
62-450-026	1202 RASPBERRY WAY, YUBA CITY, CA 95993								1	6/12/2024	1

62-450-041	1227 RASPBERRY WAY, YUBA CITY, CA 95993								1	7/9/2024	1
62-450-028	1218 RASPBERRY WAY, YUBA CITY, CA 95993								1	7/11/2024	1
62-450-030	1234 RASPBERRY WAY, YUBA CITY, CA 95993								1	7/29/2024	1
62-450-043	1211 RASPBERRY WAY, YUBA CITY, CA 95993								1	7/8/2024	1
62-440-078	1119 BILLIE KEITH WAY, YUBA CITY, CA 95993								1	7/15/2024	1
62-450-029	1226 RASPBERRY WAY, YUBA CITY, CA 95993								1	7/16/2024	1
62-450-040	1235 RASPBERRY WAY, YUBA CITY, CA 95993								1	7/25/2024	1
62-450-042	1219 RASPBERRY WAY, YUBA CITY, CA								1	7/8/2024	1
62-450-039	1243 RASPBERRY WAY, YUBA CITY, CA 95993								1	7/30/2024	1
62-440-086	1202 WAYNE WAY, YUBA CITY, CA 95993								1	8/26/2024	1
62-450-031	1242 RASPBERRY WAY, YUBA CITY, CA 95993								1	8/1/2024	1
62-450-038	1251 RASPBERRY WAY, YUBA CITY, CA 95993								1	8/6/2024	1
62-440-074	1084 BILLIE KEITH WAY, YUBA CITY, CA								1	8/21/2024	1
62-440-012	1201 WAYNE WAY, YUBA CITY, CA 95993								1	8/21/2024	1

62-420-061	3342 SAM BRANNAN WAY, YUBA CITY, CA 95993								1	8/15/2024	1
62-440-067	1168 BILLIE KEITH WAY, YUBA CITY, CA 95993								1	8/16/2024	1
59-640-004	1827 CROWNE CT, YUBA CITY, CA 95993								1	9/6/2024	1
62-420-017	3316 MONROE RD, YUBA CITY, CA 95993								1	9/27/2024	1
62-450-010	1263 STRAWBERRY DR, YUBA CITY, CA 95993								1	9/26/2024	1
62-450-011	1271 STRAWBERRY DR, YUBA CITY, CA 95993								1	9/24/2024	1
62-450-012	1279 STRAWBERRY DR, YUBA CITY, CA 95993								1	9/19/2024	1
62-450-013	1287 STRAWBERRY DR, YUBA CITY, CA 95993								1	9/23/2024	1
62-450-035	1274 RASPBERRY WAY, YUBA CITY, CA								1	9/19/2024	1
62-450-032	1250 RASPBERRY WAY, YUBA CITY, CA 95993								1	9/5/2024	1
62-450-033	1258 RASPBERRY WAY, YUBA CITY, CA 95993								1	9/12/2024	1
62-450-034	1266 RASPBERRY WAY, YUBA CITY, CA 95993								1	9/10/2024	1
62-450-036	1267 RASPBERRY WAY, YUBA CITY, CA 95993								1	9/5/2024	1

62-450-037	1259 RASPBERRY WAY, YUBA CITY, CA 95993								1	9/3/2024	1
59-640-002	1947 KENNETH WAY, YUBA CITY, CA 95993								1	10/10/2024	1
59-640-003	1841 CROWNE CT, YUBA CITY, CA 95993								1	10/28/2024	1
62-420-028	3331 JOHN FREMONT WAY, YUBA CITY, CA 95993								1	10/24/2024	1
62-440-070	1132 BILLIE KEITH WAY, YUBA CITY, CA 95993								1	10/16/2024	1
62-420-066	1108 SYDNEY CT, YUBA CITY, CA 95993								1	10/25/2024	1
62-450-007	1239 STRAWBERRY DR, YUBA CITY, CA 95993								1	10/31/2024	1
62-450-008	1247 STRAWBERRY DR, YUBA CITY, CA 95993								1	10/24/2024	1
62-450-009	1255 STRAWBERRY DR, Yuba City, CA 95993								1	10/23/2024	1
62-450-076	1148 BLACKBERRY DR, YUBA CITY, CA 95993								1	10/31/2024	1
62-450-077	1152 BLACKBERRY DR, YUBA CITY, CA 95993								1	10/31/2024	1
62-440-080	1143 BILLIE KEITH WAY, YUBA CITY, CA 95993								1	10/16/2024	1
62-420-019	3300 MONROE RD, YUBA CITY, CA 95993								1	11/8/2024	1
62-450-073	1136 BLACKBERRY DR, YUBA CITY, CA 95993								1	11/21/2024	1

62-450-075	1144 BLACKBERRY DR, YUBA CITY, CA 95993								1	11/20/2024	1
62-450-071	1128 BLACKBERRY DR, YUBA CITY, CA 95993								1	11/21/2024	1
62-450-072	1132 BLACKBERRY DR, YUBA CITY, CA 95993								1	11/21/2024	1
62-450-074	1140 BLACKBERRY DR, YUBA CITY, CA 95993								1	11/20/2024	1
62-440-003	2717 MILLIE DR, YUBA CITY, CA 95993								1	12/4/2024	1
62-440-002	2729 MILLIE DR, YUBA CITY, CA 95993								1	12/4/2024	1
62-440-064	1204 BILLIE KEITH WAY, YUBA CITY, CA 95993								1	12/17/2024	1
62-420-046	3335 SAM BRANNAN WAY, YUBA CITY, CA 95993								1	12/9/2024	1
52-081-001	655 GRAY AVE, Yuba City, CA 95991								1	1/24/2024	1
53-416-002	206 MOORE AVE, Yuba City, CA 95991								1	2/23/2024	1
55-030-009	1990 RAPID FALLS DR, Yuba City, CA 95991								1	3/6/2024	1
51-412-009	420 BIRD ST, Yuba City, CA 95991										0
52-081-001	655 GRAY AVE, Yuba City, CA 95991										0
53-442-030	380 DORMAN AVE, Yuba City, CA 95991										0
059-030-010	W Onslott Frontage Rd	Butte Vista Estates									0
55-240-002	0 Railroad Ave	West Railroad Village									0

62-082-004	1112 EL Margarita Rd	Gorsi Subdivision									0
55-240-016	0 Hwy 99	Newkom Ranch									0
62-082-019	0 El Margarita Rd	Brownstone Estates									0
51-341-007	1020 ORANGE ST, Yuba City, CA 95991										0
53-174-014	158 CLINTON ST, Yuba City, CA 95991										0
52-461-024	253 AYLOR AVE, Yuba City, CA 95991										0
62-450-067	1213 CRANBERRY WAY, YUBA CITY, CA 95993										0
62-450-069	1120 BLACKBERRY DR, YUBA CITY, CA 95993										0
62-450-068	1205 CRANBERRY WAY, YUBA CITY, CA 95993										0
62-420-039	3306 JOHN FREMONT WAY, YUBA CITY, CA 95993										0
62-450-066	1221 CRANBERRY WAY, YUBA CITY, CA 95993										0
62-450-070	1124 BLACKBERRY DR, YUBA CITY, CA 95993										0
62-440-083	1179 BILLIE KEITH WAY, YUBA CITY, CA 95993										0
62-440-081	1155 BILLIE KEITH WAY, YUBA CITY, CA 95993										0
62-440-084	1191 BILLIE KEITH WAY, YUBA CITY, CA 95993										0
62-440-082	1167 BILLIE KEITH WAY, YUBA CITY, CA 95993										0

62-450-065	1229 CRANBERRY WAY, YUBA CITY, CA 95993										0
62-450-048	1228 CRANBERRY WAY, YUBA CITY, CA 95993										0
62-450-064	1237 CRANBERRY WAY, YUBA CITY, CA 95993										0
62-450-063	1245 CRANBERRY WAY, YUBA CITY, CA 95993										0
62-450-049	1236 CRANBERRY WAY, YUBA CITY, CA 95993										0
62-450-047	1220 CRANBERRY WAY, YUBA CITY, CA 95993										0
62-450-046	1212 CRANBERRY WAY, YUBA CITY, CA 95993										0
62-450-045	1204 CRANBERRY WAY, YUBA CITY, CA 95993										0
62-450-062	1253 CRANBERRY WAY, YUBA CITY, CA 95993										0
62-450-050	1244 CRANBERRY WAY, YUBA CITY, CA 95993										0
62-420-043	3338 JOHN FREMONT WAY, YUBA CITY, CA 95993										0
62-440-001	2741 MILLIE DR, YUBA CITY, CA										0
62-450-060	1254 STRAWBERRY DR, YUBA CITY, CA 95993										0

62-420-062	1153 ROYO RANCHERO RD, YUBA CITY, CA 95993										0
62-420-064	1093 ROYO RANCHERO RD, YUBA CITY, CA 95993										0
62-420-045	3343 SAM BRANNAN WAY, YUBA CITY, CA 95993										0
62-420-068	1124 SYDNEY CT, YUBA CITY, CA 95993										0
62-450-061	1261 CRANBERRY WAY, YUBA CITY, CA 95993										0
62-450-052	1260 CRANBERRY WAY, YUBA CITY, CA 95993										0
62-450-053	1268 CRANBERRY WAY, YUBA CITY, CA 95993										0
62-450-051	1252 CRANBERRY WAY, YUBA CITY, CA 95993										0
62-450-059	1246 STRAWBERRY DR, YUBA CITY, CA 95993										0
62-440-004	2705 MILLIE DR, YUBA CITY, CA 95993										0
62-440-005	2693 MILLIE DR, YUBA CITY, CA 95993										0
62-420-063	1123 ROYO RANCHERO RD, YUBA CITY, CA 95993										0
62-420-042	3330 JOHN FREMONT WAY, YUBA CITY, CA 95993										0
62-420-047	3327 SAM BRANNAN WAY, YUBA CITY, CA 95993										0

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier				Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus			
			13	14	15	16	17	18	19	20			21	22	23	24
Current APN	Street Address	Project Name*	How many of the units were Extremely Low Income?	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
			0							1						
62-420-060	3334 SAM BRANNAN WAY, YUBA CITY, CA			NONE	N											
62-440-072	1108 BILLIE KEITH WAY, Yuba City, CA 95993			NONE	N											
62-420-059	1132 SYDNEY CT, YUBA CITY, CA 95993			NONE	N											
62-440-071	1120 BILLIE KEITH WAY, YUBA CITY, CA 95993			NONE	N											
62-450-001	1214 JEFFERSON AVE, YUBA CITY, CA 95993			NONE	N											
59-640-005	1813 CROWNE CT, YUBA CITY, CA 95993			NONE	N											
62-420-056	1129 AMBER CT, YUBA CITY, CA 95993			NONE	N											
62-420-000	1137 AMBER CT, YUBA CITY, CA 95993			NONE	N											
62-450-002	1202 JEFFERSON AVE, YUBA CITY, CA 95993			NONE	N											
62-420-055	1137 AMBER CT, YUBA CITY, CA 95993			NONE	N											
62-420-050	3303 SAM BRANNAN WAY, YUBA CITY, CA			NONE	N											
62-440-077	1107 BILLIE KEITH WAY, YUBA CITY, CA 95993			NONE	N											
62-440-073	1096 BILLIE KEITH WAY, YUBA CITY, CA 95993			NONE	N											
62-440-075	1083 BILLIE KEITH WAY, Yuba City, CA 95993			NONE	N											
62-420-026	3315 JOHN FREMONT WAY, YUBA CITY, CA 95993			NONE	N											
62-420-014	3340 MONROE RD, YUBA CITY, CA 95993			NONE	N											
62-440-076	1095 BILLIE KEITH WAY, YUBA CITY, CA 95993			NONE	N											
62-420-015	3332 MONROE RD, YUBA CITY, CA 95993			NONE	N											
62-450-018	1245 RUTH AVENUE, YUBA CITY, CA 95993			NONE	N											
62-450-015	1269 RUTH AVENUE, YUBA CITY, CA 95993			NONE	N											
59-410-049	2496 STABLER LN, Yuba City, CA 95993			NONE	Y											
62-420-027	3323 JOHN FREMONT WAY, YUBA CITY, CA 95993			NONE	N											
62-450-017	1253 RUTH AVENUE, YUBA CITY, CA 95993			NONE	N											
62-450-014	1277 RUTH AVENUE, YUBA CITY, CA 95993			NONE	N											

62-450-021	1221 RUTH AVENUE, YUBA CITY, CA 95993			NONE	N											
62-450-019	1237 RUTH AVENUE, YUBA CITY, CA 95993			NONE	N											
62-450-022	1213 RUTH AVENUE, YUBA CITY, CA 95993			NONE	N											
62-450-020	1229 RUTH AVENUE, YUBA CITY, CA 95993			NONE	N											
62-420-016	3324 MONROE RD, YUBA CITY, CA 95993			NONE	N											
62-450-016	1261 RUTH AVENUE, YUBA CITY, CA 95993			NONE	N											
62-450-023	1205 RUTH AVENUE, YUBA CITY, CA 95993			NONE	N											
62-440-066	1180 BILLIE KEITH WAY, YUBA CITY, CA 95993			NONE	N											
62-450-025	1189 RUTH AVENUE, YUBA CITY, CA			NONE	N											
62-440-079	1131 BILLIE KEITH WAY, YUBA CITY, CA 95993			NONE	N											
62-440-065	1192 BILLIE KEITH WAY, YUBA CITY, CA 95993			NONE	N											
62-450-044	1203 RASPBERRY WAY, YUBA CITY, CA 95993			NONE	N											
62-420-020	3292 MONROE RD, YUBA CITY, CA 95993			NONE	N											
62-440-085	1203 BILLIE KEITH WAY, YUBA CITY, CA 95993			NONE	N											
62-450-027	1210 RASPBERRY WAY, YUBA CITY, CA 95993			NONE	N											
62-450-024	1197 RUTH AVENUE, YUBA CITY, CA 95993			NONE	N											
62-440-068	1156 BILLIE KEITH WAY, YUBA CITY, CA 95993			NONE	N											
62-450-026	1202 RASPBERRY WAY, YUBA CITY, CA 95993			NONE	N											
62-450-041	1227 RASPBERRY WAY, YUBA CITY, CA 95993			NONE	N											
62-450-028	1218 RASPBERRY WAY, YUBA CITY, CA 95993			NONE	N											
62-450-030	1234 RASPBERRY WAY, YUBA CITY, CA 95993			NONE	N											
62-450-043	1211 RASPBERRY WAY, YUBA CITY, CA 95993			NONE	N											
62-440-078	1119 BILLIE KEITH WAY, YUBA CITY, CA 95993			NONE	N											
62-450-029	1226 RASPBERRY WAY, YUBA CITY, CA 95993			NONE	N											
62-450-040	1235 RASPBERRY WAY, YUBA CITY, CA 95993			NONE	N											
62-450-042	1219 RASPBERRY WAY, YUBA CITY, CA			NONE	N											
62-450-039	1243 RASPBERRY WAY, YUBA CITY, CA 95993			NONE	N											

62-440-086	1202 WAYNE WAY, YUBA CITY, CA 95993			NONE	N											
62-450-031	1242 RASPBERRY WAY, YUBA CITY, CA 95993			NONE	N											
62-450-038	1251 RASPBERRY WAY, YUBA CITY, CA 95993			NONE	N											
62-440-074	1084 BILLIE KEITH WAY, YUBA CITY, CA			NONE	N											
62-440-012	1201 WAYNE WAY, YUBA CITY, CA 95993			NONE	N											
62-420-061	3342 SAM BRANNAN WAY, YUBA CITY, CA 95993			NONE	N											
62-440-067	1168 BILLIE KEITH WAY, YUBA CITY, CA 95993			NONE	N											
59-640-004	1827 CROWNE CT, YUBA CITY, CA 95993			NONE	N											
62-420-017	3316 MONROE RD, YUBA CITY, CA 95993			NONE	N											
62-450-010	1263 STRAWBERRY DR, YUBA CITY, CA 95993			NONE	N											
62-450-011	1271 STRAWBERRY DR, YUBA CITY, CA 95993			NONE	N											
62-450-012	1279 STRAWBERRY DR, YUBA CITY, CA 95993			NONE	N											
62-450-013	1287 STRAWBERRY DR, YUBA CITY, CA 95993			NONE	N											
62-450-035	1274 RASPBERRY WAY, YUBA CITY, CA			NONE	N											
62-450-032	1250 RASPBERRY WAY, YUBA CITY, CA 95993			NONE	N											
62-450-033	1258 RASPBERRY WAY, YUBA CITY, CA 95993			NONE	N											
62-450-034	1266 RASPBERRY WAY, YUBA CITY, CA 95993			NONE	N											
62-450-036	1267 RASPBERRY WAY, YUBA CITY, CA 95993			NONE	N											
62-450-037	1259 RASPBERRY WAY, YUBA CITY, CA 95993			NONE	N											
59-640-002	1947 KENNETH WAY, YUBA CITY, CA 95993			NONE	N											
59-640-003	1841 CROWNE CT, YUBA CITY, CA 95993			NONE	N											
62-420-028	3331 JOHN FREMONT WAY, YUBA CITY, CA 95993			NONE	N											
62-440-070	1132 BILLIE KEITH WAY, YUBA CITY, CA 95993			NONE	N											
62-420-066	1108 SYDNEY CT, YUBA CITY, CA 95993			NONE	N											
62-450-007	1239 STRAWBERRY DR, YUBA CITY, CA 95993			NONE	N											
62-450-008	1247 STRAWBERRY DR, YUBA CITY, CA 95993			NONE	N											
62-450-009	1255 STRAWBERRY DR, Yuba City, CA 95993			NONE	N											

62-450-076	1148 BLACKBERRY DR, YUBA CITY, CA 95993			NONE	N											
62-450-077	1152 BLACKBERRY DR, YUBA CITY, CA 95993			NONE	N											
62-440-080	1143 BILLIE KEITH WAY, YUBA CITY, CA 95993			NONE	N											
62-420-019	3300 MONROE RD, YUBA CITY, CA 95993			NONE	N											
62-450-073	1136 BLACKBERRY DR, YUBA CITY, CA 95993			NONE	N											
62-450-075	1144 BLACKBERRY DR, YUBA CITY, CA 95993			NONE	N											
62-450-071	1128 BLACKBERRY DR, YUBA CITY, CA 95993			NONE	N											
62-450-072	1132 BLACKBERRY DR, YUBA CITY, CA 95993			NONE	N											
62-450-074	1140 BLACKBERRY DR, YUBA CITY, CA 95993			NONE	N											
62-440-003	2717 MILLIE DR, YUBA CITY, CA 95993			NONE	N											
62-440-002	2729 MILLIE DR, YUBA CITY, CA 95993			NONE	N											
62-440-064	1204 BILLIE KEITH WAY, YUBA CITY, CA 95993			NONE	N											
62-420-046	3335 SAM BRANNAN WAY, YUBA CITY, CA 95993			NONE	N											
52-081-001	655 GRAY AVE, Yuba City, CA 95991			NONE	Y											
53-416-002	206 MOORE AVE, Yuba City, CA 95991			NONE	Y											
55-030-009	1990 RAPID FALLS DR, Yuba City, CA 95991			NONE	Y											
51-412-009	420 BIRD ST, Yuba City, CA 95991			NONE	Y											
52-081-001	655 GRAY AVE, Yuba City, CA 95991			NONE	Y											
53-442-030	380 DORMAN AVE, Yuba City, CA 95991			NONE	Y											
059-030-010	W Onslott Frontage Rd	Butte Vista Estates		NONE	N				1	Demolished	O					
55-240-002	0 Railroad Ave	West Railroad Village		NONE	N											
62-082-004	1112 El Margarita Rd	Gorsal Subdivision		NONE	N											
55-240-016	0 Hwy 99	Newkom Ranch		NONE	N											
62-082-019	0 El Margarita Rd	Brownstone Estates		NONE	N											
51-341-007	1020 ORANGE ST, Yuba City, CA 95991			NONE	Y											
53-174-014	158 CLINTON ST, Yuba City, CA 95991			NONE	Y											
52-461-024	253 AYLOR AVE, Yuba City, CA 95991			NONE	Y											
62-450-067	1213 CRANBERRY WAY, YUBA CITY, CA 95993			NONE	N											
62-450-069	1120 BLACKBERRY DR, YUBA CITY, CA 95993			NONE	N											
62-450-068	1205 CRANBERRY WAY, YUBA CITY, CA 95993			NONE	N											

62-420-039	3306 JOHN FREMONT WAY, YUBA CITY, CA 95993			NONE	N										
62-450-066	1221 CRANBERRY WAY, YUBA CITY, CA 95993			NONE	N										
62-450-070	1124 BLACKBERRY DR, YUBA CITY, CA 95993			NONE	N										
62-440-083	1179 BILLIE KEITH WAY, YUBA CITY, CA 95993			NONE	N										
62-440-081	1155 BILLIE KEITH WAY, YUBA CITY, CA 95993			NONE	N										
62-440-084	1191 BILLIE KEITH WAY, YUBA CITY, CA 95993			NONE	N										
62-440-082	1167 BILLIE KEITH WAY, YUBA CITY, CA 95993			NONE	N										
62-450-065	1229 CRANBERRY WAY, YUBA CITY, CA 95993			NONE	N										
62-450-048	1228 CRANBERRY WAY, YUBA CITY, CA 95993			NONE	N										
62-450-064	1237 CRANBERRY WAY, YUBA CITY, CA 95993			NONE	N										
62-450-063	1245 CRANBERRY WAY, YUBA CITY, CA 95993			NONE	N										
62-450-049	1236 CRANBERRY WAY, YUBA CITY, CA 95993			NONE	N										
62-450-047	1220 CRANBERRY WAY, YUBA CITY, CA 95993			NONE	N										
62-450-046	1212 CRANBERRY WAY, YUBA CITY, CA 95993			NONE	N										
62-450-045	1204 CRANBERRY WAY, YUBA CITY, CA 95993			NONE	N										
62-450-062	1253 CRANBERRY WAY, YUBA CITY, CA 95993			NONE	N										
62-450-050	1244 CRANBERRY WAY, YUBA CITY, CA 95993			NONE	N										
62-420-043	3338 JOHN FREMONT WAY, YUBA CITY, CA 95993			NONE	N										
62-440-001	2741 MILLIE DR, YUBA CITY, CA			NONE	N										
62-450-060	1254 STRAWBERRY DR, YUBA CITY, CA 95993			NONE	N										
62-420-062	1153 ROYO RANCHERO RD, YUBA CITY, CA 95993			NONE	N										
62-420-064	1093 ROYO RANCHERO RD, YUBA CITY, CA 95993			NONE	N										
62-420-045	3343 SAM BRANNAN WAY, YUBA CITY, CA 95993			NONE	N										
62-420-068	1124 SYDNEY CT, YUBA CITY, CA 95993			NONE	N										
62-450-061	1261 CRANBERRY WAY, YUBA CITY, CA 95993			NONE	N										

Jurisdiction	Yuba City	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	05/15/2021 - 05/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1		2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2021-05/14/2021	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	756	-	-	-	-	-	-	-	-	-	-	-	756
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
Low	Deed Restricted	455	-	-	-	-	-	-	-	-	-	-	-	455
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
Moderate	Deed Restricted	622	-	-	-	-	-	-	-	-	-	-	-	622
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
Above Moderate		1,475	-	30	50	51	100	-	-	-	-	-	231	1,244
Total RHNA		3,308												
Total Units			-	30	50	51	100	-	-	-	-	-	231	3,077
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5		2021	2022	2023	2024	2025	2026	2027	2028	2029	6	7
		Extremely Low-Income Need											Total Units to Date	Total Units Remaining
Extremely Low-Income Units*		378		-	-	-	-	-	-	-	-	-	-	378

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction		Yuba City	
Reporting Year		2024	(Jan. 1 - Dec. 31)
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H-A-1	Rehabilitation of stressed homes	on-going	Meet annually with rehabilitation consultant to target efforts
H-A-2	Allow second dwelling units	3/1/2022	Completed
H-A-3	Diversity of housing type	on-going	Code provides for density bonus
H-A-4	Infrastructure provisions and financing	on-going	Meet annually to evaluate and apply for funding
H-A-5	SM 35 Permit Streamlining	on-going	Update streamlining process
H-A-6	Density Bonus Ordinance	on-going	Code provides for density bonus
H-A-7	General Plan Update (SB 2)	7/1/2022	Continue to work with consultant on update
H-A-8	Objective Design Standards	7/1/2022	Coordinating with staff / consultants to initiate update
H-B-1	Funding for housing assistance	on-going	Continue to apply for HOME, CalHome, funding
H-B-2	Housing for extremely, very low	on-going	Continue to work with Regional Housing Authority
H-B-3	Monitor at-risk conversion units	on-going	Update lists, contact owners, work with non-profits
H-C-1	Regional Affordable Housing	9/1/2022	Coordinate with Sutter County
H-C-2	Lot Consolidation	on-going	Identify small lots as candidates for consolidation
H-C-3	Residential Demos	on-going	Coordinate with Building on residential demos
H-C-4	Utilities for Lower-Income Housing	on-going	Deliver adopted copy of Housing Element to PW Director
H-C-5	Residential in Commercial Zones	6/1/2023	Update Code to encourage mix-use housing / 100% residential in commercial zones
H-C-6	Residential By-Right	5/15/2024	Update Code to include by-right overlay on identified parcels
H-C-7	Shortfall Sites - Rezone	5/15/2022	Completed
H-D-1	Housing Advocate Partnerships	on-going	Reach out to local/regional partners
H-D-2	Farmworker Housing	on-going	Coordinate with Sutter County
H-D-3	Special-Needs Housing Terms	on-going	Update the Code to include new definitions for special-need housing types

H-D-4	Residential Care Facilities	on-going	Continue to offer incentives for group home developments
H-D-5	Special Needs Groups	on-going	Seek out funding opportunities annually
H-D-6	Energy Efficiency	on-going	Continue to encourage, educated, and participate in energy efficient housing objectives
H-F-1	Affirmatively Furthering Fair Housing	on-going	Strategize ways to take specific actions to affirmatively further fair housing throughout the City

Jurisdiction	Yuba City	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	05/15/2021 - 05/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table E									
Commercial Development Bonus Approved pursuant to GC Section 65915.7									
Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Yuba City	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	05/15/2021 - 05/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺ . For detailed reporting requirements, see the ckcklist here: https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity	9	9	3	21					
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income	9	9	3	21					

Jurisdiction	Yuba City	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	05/15/2021 - 05/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F2																
Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2																
For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).																
Project Identifier					Unit Types		Affordability by Household Incomes After Conversion							Units credited toward Moderate Income RHNA		Notes
1					2	3	4							5		6
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (2 to 4,5+)	Tenure R=Renter	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate-Income	Total Moderate Income Units Converted from Above Moderate	Date Converted	Notes
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	0	0	

JurisdictionYuba City

Reporting Period2024(Jan. 1 - Dec. 31)

Planning Period6th Cycle05/15/2021 - 05/15/2029

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table G						
Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of						
Project Identifier						
1				2	3	4
APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Realistic Capacity Identified in the Housing Element	Entity to whom the site transferred	Intended Use for Site
Summary Row: Start Data Entry Below						

Jurisdiction	Yuba City	NOTE: This table must contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2024 (Jan. 1 - Dec. 31)		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

For Sutter County jurisdictions, please format the APN's as follows:99-999-999-A-A

Table H						
Locally Owned Surplus Sites						
Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						

Jurisdiction	Yuba City	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	05/15/2021 - 05/15/2029

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code 65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table J														
Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915														
Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved							Units (Beds/Student Capacity) Granted Density Bonus	Notes
1				2	3	4							5	6
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SH - Student Housing)	Date	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Total Additional Beds Created Due to Density Bonus	Notes
Summary Row: Start Data Entry Below														

Jurisdiction	Yuba City	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	05/15/2021 - 05/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenent Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	No	
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.		
Notes		

Jurisdiction	Yuba City	
Reporting Year	2024	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT

Local Early Action Planning (LEAP) Reporting

(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	\$ -	Total award amount is auto-populated based on amounts entered in rows 15-26.
--------------------	------	--

Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary			
Income Level		Current Year	
Very Low	Deed Restricted	0	
	Non-Deed Restricted	0	
Low	Deed Restricted	0	
	Non-Deed Restricted	0	
Moderate	Deed Restricted	0	
	Non-Deed Restricted	0	
Above Moderate		378	
Total Units		378	

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		100
Total Units		100

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		94
Total Units		94

CITY OF YUBA CITY
STAFF REPORT

Date: March 18, 2025
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: WTP Lime Pump and Lime Mixer Purchase

Recommendation: Adopt a Resolution with the following actions:

A. Award the purchase of four (4) Bredel-brand peristaltic pumps and two (2) control panels, to Misco Water of Pleasanton, CA in the amount of \$90,000.00, including contingency, for the Lime Storage and Feed System Upgrade Project, with the finding that it is in the best interest of the City

B. Award the purchase of one (1) Model GCDO-6 5HP mixer to Cleveland Mixer of Clinton, CT in the amount of \$17,000.00, including sales tax, freight, and contingency, for the Lime Storage and Feed System Upgrade Project, with the finding that it is in the best interest of the City

Fiscal Impact: \$125,000.00 – Account No. 971227-65501 (Recurring WTP & Satellite Facility Maintenance)
\$90,000 - Misco Water award
\$17,000 - Cleveland Mixer award
\$18,000 - Installation costs

Purpose:

Facilitate the Lime Storage and Feed Upgrade Project (Project) by pre-purchasing proprietary equipment in an expedient and cost-effective manner.

Council's Strategic Goal:

This project addresses the City Council's Strategic Goal of improving vital water *Infrastructure* through the construction of a priority rehabilitation project.

Background:

The City's water treatment plant (WTP) utilizes 7 chemical systems including slaked lime (lime). Lime is a vital chemical utilized in the water treatment process to increase the pH of water. The lime feed system includes one (1) 10,900-gallon storage tank, two metering pumps (pumps), lime mixer (mixer), and associated electrical components, all collectively referred to as lime feed equipment, located in the Lime Room. The lime feed system was evaluated as part of the 2020 Water Master Plan (Plan) and

replacement of lime feed equipment was recommended as a priority for completion to avoid disruptions to the water treatment process.

The current pumps, motors, and mixer have been in operation since 1999 and are all well beyond their useful life of 10-years. The control panels were installed in 1990, are heavily corroded, and are also well beyond their 20-year service life. The WTP maintenance staff continually monitors and performs routine maintenance on the lime feed equipment however it is no longer cost effective and efficient to continue rehabilitating the failing units.

Analysis:

Public Works Engineering staff has developed a two-phase approach to accomplish this priority need in a cost-effective and efficient manner.

Lime Storage & Feed Upgrade Project Phases:

1. Purchase of pumps and parts (Council award)
2. Installation, electrical, and programming (City WTP Maintenance Staff)

Public Works is requesting the purchase of one (1) Cleveland Mixer GCDO-6 5HP Lime Mixer, four (4) Bredel-brand peristaltic pumps, two (2) Control Panels, and associated parts as Phase 1 of this Project. This equipment will be installed as part of Phase 2 of the project. The approximate manufacturing and shipping lead time is 16 to 19 weeks.

To maintain a consistent equipment inventory that is uniquely suited and compatible to the WTP's infrastructure, staff recommends the direct purchase of said equipment from Cleveland Mixer and Misco Water (Misco). Utilizing the proprietary equipment from said vendors allows for efficient replacement, integration, and maintenance into the WTP's infrastructure without additional modifications and costs.

Fiscal Impact:

The various equipment requested in this item has been quoted by Misco and Cleveland Mixer for a total of \$100,363.73, as shown in Exhibit A and B, respectively. Misco's quote of \$87,010.73 includes tax and estimated freight, and Cleveland Mixer's quote of \$13,353.00 does not include tax or freight. Staff therefore requests an award to Misco not to exceed \$90,000 to account for potential freight increases and an award to Cleveland Mixer not to exceed \$17,000 to account for sales tax and freight.

The total construction cost for the Project, including pump and mixer equipment and installation, is estimated to be approximately \$125,000.00, as detailed below:

Perstaltic Pumps, Motors, and Control Panels, Misco Water	\$90,000
Lime Mixer, Cleaveland Mixer	\$17,000
Installation, Electrical, & Programming	\$18,000
	\$125,000

There are sufficient funds in Account No. 971227-65501 (Recurring WTP & Satellite Facility Maintenance) for these encumbrances, as well as the installation cost for the Lime Storage and Feed Upgrade Project.

Alternatives:

Do not approve the purchase of the lime pumps, control panels and lime mixer. This would delay

replacement of lime feed equipment and negatively impact WTP operations and water quality.

Recommendations:

Adopt a Resolution with the following actions:

1. Award the purchase of four (4) Bredel-brand peristaltic pumps and two (2) control panels, to Misco Water of Pleasanton, CA in the amount of \$90,000.00, including contingency, for the Lime Storage and Feed System Upgrade Project, with the finding that it is in the best interest of the City
2. Award the purchase of one (1) Model GCDO-6 5HP mixer to Cleveland Mixer of Clinton, CT in the amount of \$17,000.00, including sales tax, freight, and contingency, for the Lime Storage and Feed System Upgrade Project, with the finding that it is in the best interest of the City

Attachments:

1. Resolution - WTP Lime Pumps and Lime Mixer
2. Exhibit A - Misco Water Quote
3. Exhibit B - Cleveland Mixer Quote

Prepared By:

Nick Menezes
Senior Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING THE PURCHASE OF FOUR (4) BREDEL-BRAND PERISTALTIC PUMPS AND
TWO (2) CONTROL PANELS TO MISCO WATER OF PLEASANTON, CA IN THE AMOUNT
OF \$90,000.00, AND THE PURCHASE OF ONE (1) MODEL GCDO-6 5HP LIME MIXER TO
CLEVELAND MIXER OF CLINTON, CT IN THE AMOUNT OF \$17,000.00**

WHEREAS, the City of Yuba City (City) recognizes the need for ongoing maintenance and improvements to maintain continuous and reliable operation of the Water Treatment Plant, for the health and wellbeing of our customers and the environment; and

WHEREAS, the 2020 Water Master Plan identified the replacement of the lime feed system equipment as a priority project, and

WHEREAS, the Public Works Department has developed a multi-phase Lime Storage and Feed Upgrade Project to construct these identified needs in a cost-effective and efficient manner, beginning with the purchase of the proprietary Bredel-brand pumps, motors, and control panels, and Cleveland-brand mixer and associated parts; and

WHEREAS, the City desires to purchase four (4) Bredel-brand peristaltic pumps, two (2) control panels, and associated parts from Misco Water of Pleasanton CA, in accordance with the City's Purchasing Policies and Procedures, as the pumps are proprietary equipment uniquely suited for the City's water treatment plant infrastructure and solely available from said vendor; and

WHEREAS, the City desires to purchase one (1) model GCDO-6 5HP mixer and associated parts from Cleveland Mixer of Clinton, CT, in accordance with the City's Purchasing Policies and Procedures, as the mixer is proprietary equipment uniquely suited for the City's water treatment plant infrastructure and solely available from said vendor; and

WHEREAS, the City has met the requirements to sole source the equipment pursuant to Public Contract Code section 3400(c) and City Purchasing Policies section 9.3.1; and

WHEREAS, the negotiated prices for the equipment from Misco Water and Cleveland Mixer are reasonable and on par with similar proprietary equipment in the water industry; and

WHEREAS, the City Council now desires to authorize the sole source purchase of said equipment from Misco Water and Cleveland Mixer.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. The City Council finds that a sole source award is appropriate on grounds including that Misco Water is the sole authorized distributor of the desired type of pumps, that only these pump types would be financially and practically feasible given the current operating system, facilities, and performance needs, and that the proposed negotiated

prices for Misco Water's equipment are reasonable and on par with similar proprietary equipment in the water industry. Given this, the City Council finds that it is in the best interest of the City to make a sole source award to Misco Water for four (4) Bredel-brand peristaltic pumps, two (2) control panels and associated parts. As such, the City Council of the City of Yuba City awards the purchase of four (4) Bredel-brand peristaltic pumps, two (2) control panels and associated parts to Misco Water of Pleasanton, CA in the amount of \$90,000.00, including contingency.

3. The City Council finds that a sole source award is appropriate on grounds including that Cleveland Mixer is the sole authorized distributor of the desired type of mixer, that only this mixer would be financially and practically feasible given the current operating system, facilities, and performance needs, and that the proposed negotiated price for Cleveland Mixer's equipment is reasonable and on par with similar proprietary equipment in the water industry. Given this, the City Council finds that it is in the best interest of the City to make a sole source award to Cleveland Mixer for one (1) Model GCDO-6 5HP Mixer and associated parts. As such, the City Council of the City of Yuba City awards the purchase of one (1) GCDO-6 5HP Mixer and associated parts to Cleveland Mixer in the amount of \$17,000.00, including sales tax, freight, and contingency.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 18th day of March, 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit:

- A. Misco Water Quote
- B. Cleveland Mixer Quote



EXHIBIT A

March 5, 2025

Rene Garcia
City of Yuba City WTP

Ref: Watson Marlow
Subj: MISCOwater Quote #AMWMB17288v3

Rene,

It is our pleasure to submit the following quotation of a Watson Marlow Pumps and Control Panels for your review.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
2	Bredel 10 Peristaltic Pump Assembly- Lime Slurry - Nominal Displacement: 0.0058 Gallons/Rev - Fully Supported Cast Iron Rotor Assembly with Integral Pressing Shoes - Medium Pressure Rotor (109 PSI Max.) - High Strength Twin Bearing Hub - Cast Iron Bolted Cover with Sight Window - Pump Supports: Galvanized Steel - Pump Hardware and Brackets: 316SS - Pump Hose Clamps: 316SS 10mm Machined Hose with inner layer in Natural Rubber 316SS Wetted Hose Inserts with ½" NPT Connections - Bredel Genuine Hose Lubricant - Buffer Zone Seals Lubricant Inside Pumphead to Protect Gearing 2-Stage Flanged Helical In-Line Gearing, 95 RPM Output Speed @ 1750 RPM Input (Ratio = 18.40:1), NEMA 56C Input Flange, Bredel Red Epoxy Paint - Baldor 0.5 HP Premium Efficient Motor, Inverter Capable 20:1 CT Turndown, 1750 RPM, 230/460 VAC – 3Ø – 60 Hz, 56C Frame, TEFC, Bredel Red Epoxy Paint - Pump Position:1 (Ports Left), 2 (Ports Right [Standard]) – Specify at time of order - High level lubricant float switch	\$9,870.00	\$19,740.00
2	Bredel 15 Peristaltic Pump Assembly - Lime Slurry Nominal Displacement: 0.022 Gallons/Rev	\$11,685.00	\$23,370.00

3825 HOPYARD ROAD, #195
PLEASANTON, CA 94588
P: (925) 225-1900 | F: (925) 225-9200
www.miscowater.com

	- Fully Supported Cast Iron Rotor Assembly with Integral Pressing Shoes - Medium Pressure Rotor (109 PSI Max.) - High Strength Twin Bearing Hub - Cast Iron Bolted Cover with Sight Window - Pump Supports: Galvanized Steel - Pump Hardware and Brackets: 316SS - Pump Hose Clamps: 316SS 15mm Machined Hose with inner layer in Natural Rubber 316SS Wetted Hose Inserts with ¾" NPT Connections - Bredel Genuine Hose Lubricant - Buffer Zone Seals Lubricant Inside Pumphead to Protect Gearing 2-Stage Flanged Helical In-Line Gearing, 95 RPM Output Speed @ 1750 RPM Input (Ratio = 18.40:1), NEMA 56C Input Flange, Bredel Red Epoxy Paint - Baldor 0.75 HP Premium Efficient Motor, Inverter Capable 20:1 CT Turndown, 1750 RPM, 230/460 VAC – 3Ø – 60 Hz, 56C Frame, TEFC, Bredel Red Epoxy Paint - Pump Position:1 (Ports Left), 2 (Ports Right [Standard]) – Specify at time of order - High level lubricant float switch		
1	Control Panel with 0.5 HP VFD – One Bridel 10 Control Panel Danfoss/Vacon 20 variable frequency AC drives designed for panel mounting and sized. AC drives will include the standard operational and protective features as required by the specification including: - Arranged for 1-60-120 VAC - IP20/Chassis - Display/Keypad 150% overload for one minute 24 VDC digital Inputs - Relay outputs 4-20 mA speed control input 4-20 mA speed output - Run relay output - Fault relay output Danfoss/Vacon 20 AC drives will be mount to a panel and wired to terminals inside of a NEMA 4X fiberglass wall mount enclosure which will include: 120 AC incoming from customer fused 115 VAC control logic as needed - Interface to field devices controls for each pump including: ⇒ Low lube contact input ⇒ High lube contact input - Interface to customer provided controls for each pump including: ⇒ Remote start/stop contact input ⇒ Remote 4-20mA	\$17,745.00	\$17,745.00

3825 HOPYARD ROAD, #195
PLEASANTON, CA 94588
P: (925) 225-1900 | F: (925) 225-9200
www.miscowater.com

	- Interface to enclosure door mounted and wired devices including: ⇒ Reset pushbutton ⇒ Running light ⇒ Stop light ⇒ Alarm light ⇒ Manual speed potentiometer ⇒ Start/Stop selector switch ⇒ Local-Off-Remote selector switch ⇒ Manual/Auto selector switch ⇒ UL Listed packaged drive		
1	Control Panel with 0.75 HP VFD – One Bridel 15 Control Panel Danfoss/Vacon 20 variable frequency AC drives designed for panel mounting and sized. AC drives will include the standard operational and protective features as required by the specification including: - Arranged for 1-60-120 VAC - IP20/Chassis - Display/Keypad 150% overload for one minute 24 VDC digital Inputs - Relay outputs 4-20 mA speed control input 4-20 mA speed output - Run relay output - Fault relay output Danfoss/Vacon 20 AC drives will be mount to a panel and wired to terminals inside of a NEMA 4X fiberglass wall mount enclosure which will include: 120 AC incoming from customer fused 115 VAC control logic as needed - Interface to field devices controls for each pump including: ⇒ Low lube contact input ⇒ High lube contact input - Interface to customer provided controls for each pump including: ⇒ Remote start/stop contact input ⇒ Remote 4-20mA - Interface to enclosure door mounted and wired devices including: ⇒ Reset pushbutton ⇒ Running light ⇒ Stop light ⇒ Alarm light ⇒ Manual speed potentiometer ⇒ Start/Stop selector switch ⇒ Local-Off-Remote selector switch ⇒ Manual/Auto selector switch	\$17,845.00	\$17,845.00

	⇒ UL Listed packaged drive		
	Submittals		\$1,310.00
	Estimated Freight		\$1,200.00
	Sales Tax (7.25%)		\$5,800.73
	TOTAL		\$87,010.73

Notes:

- Price validity: 60 days
- Payment terms: Net 30 days
- F.O.B.: Wilmington, MA
- Freight: Prepay and add
- Delivery: Pumps: 8-10 weeks, Panels: 16-18 weeks

Please address purchase order to:

MISCOWater
385 Hopyard Rd. #195
Pleasanton, CA 94588

Please let us know if you have any questions.

Thank you,
Sean Coholan



3825 HOPYARD ROAD, #195
PLEASANTON, CA 94588
P: (925) 225-1900 | F: (925) 225-9200
www.miscowater.com

ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS,**



STANDARD TERMS AND CONDITIONS

2

DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT – DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Accepted by:

MISCOwater Quote Number



Cleveland Mixer
A Brand of Subiaco, Inc.

Exhibit B

4 Heritage Park Rd.
Clinton, CT 06413
USA

Tel. 860 669 1199
Tel. 800 243 1188
Fax 860 669 7461

www.clevelandmixer.com

Date 2/27/2025

Quote 022725JN03

To Yuba City WWTP

Phone
Fax
Email

Attention Rene Garcia
From Jason Naarden
Email jason.naarden@clevelandmixer.com

Phone 860-669-1199 x 202
Fax 860-669-7461

Customer Application Information

Tank Data

Tank Baffle Info

Process Data

OAH of Mixer
Mount

Diameter

Baffles?

Specific
Grav.

Straight Side

of Baffles

Viscosity
(cps)

Flat Top

Baffle Width

Solids by
Wt%

Flat Bottom

Baffle Off Set
from Wall

Temp. (F)

Liquid Level

Baffle Length

Pressure
(PSIG)

Customer Reference Information

Project #	Tank Tag #	Mixer Tag #	Ref #
			S/N 432018 / XTO-8

Mixer Information

Model GCDO-6 Qty 1

Motor

HP 5 RPM 1750 Voltage 230/460

Frame 184TC HZ 60 Phase 3

Enclosure TEFC S.F. 1.15

Additional Information Premium Efficient, Inverter and Severe Duty Class 1, Div 2 Rated Motor

Gear Reducer

Type Helical Reduction 2x Output RPM 72

Orientation: Right Angle Ratio 24.45 :1 S.F. 4.78

Additional Information

Impeller Shaft Design

Diameter 316SS_2.50 Length 120" Material 316L

Coupling Hollow Bore w/ Key & Cap Special Other

Lower Impeller

Type XTF-3R Hydrofoil Diameter 51" Material 316L

Hub Bolt On Blades, Keyed to Hub Off Botm. Other

Upper Impeller

Type None

Hub

Impeller Shaft Seal

Type N/A (open tank)

Variable Speed

Type N/A (single speed)

Mixer Mounting

Type Steel Base Plate Mount, 2 Part Epoxy Coated.

Price Each \$ 13,353.00

Options		
Loads imposed by the mixer upon the mixer mounting structure. Please let us know of any questions on these important considerations		
Down Load	670	Pounds
Recommended Mounting Beam Size or Equiv.		
Delivery		
Approval Drawings	1 Week from receipt of order	
Shipment	9 Weeks from our receipt of approved drawings	
Mixer Weight	670	lbs.
Terms - within the United States		
> \$0 - \$24,999.00 - Net 15 with approved credit, unless otherwise negotiated.		
> \$25,000.00 & above - 30% at time of order, 30% 15 days before shipment & 40% Net 15 with approved credit		
> FOB Clinton, CT Freight Collect or PPD and ADD		
> Orders paid by Credit Card are subject to 4% Surcharge		
Terms - International		
> CIA via wire transfer		
> FOB Clinton, CT Freight Collect		
Ordering Information		
Should we be favored with an order, please send the purchase order to Cleveland Mixer, a division of Subiaco, Inc., Clinton, CT		
Please refer to the quote number when placing an order.		
Quote valid for 30 days		
Cleveland Mixer is a division of Subiaco, Inc., a Connecticut Corporation with offices in Clinton, CT.		
Cleveland Mixer Process Guarantee		
We guarantee that the Cleveland Mixer will do the job for which we recommend it, provided that all of the required process information was submitted by the user. Should the mixer fail in this, we will refund the purchase price or provide, without additional charge, a mixer at Cleveland Mixer's discretion.		
Mechanical Performance		
We guarantee that every Clevleand Mixer will be constructed of new materials and be free from defects of material and workmanship. The process wetted materials will be those specified by the buyer. However, the materials are not guaranteed against corrosion or erosion. This GUARANTEE extends for TWELVE (12) MONTHS after installation, or EIGHTEEN (18) MONTHS after shipment, whichever occurs first. For portable mixers, the guarantee extends for THREE YEARS after shipment.		
The warranty period is extended to three years (total) on products identified as "Eastern Portable" Mixers such as RG, FRG, FRH, CD and CG . "Cleveland HGD and BHD Series Mixers are warranted for three years from date of shipment.		
Any accessories supplied along with the mixer that are not of Cleveland-Eastern's manufacture will be subject to the warranty terms set by the manufacturer of such accessories.		
Materials used specifically, conform to their certifications. However, the materials are not guaranteed against chemical attack.		
OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY. This obligation shall be conditioned upon the Buyer's giving the Company prompt (within one month of receipt) written notice of a defect, and the Company's determination that a defect in fact exists		
LIMIT OF LIABILITY		
Although we will pay normal transportation charges related to the repair or replacement of such mixer, we will not be responsible for the removal, loading, installation, or other similar expenses, or for liquidated, contingent or consequential damages. All equipment manufactured by others, but included as part of a Cleveland Mixer, will be subject to the standard guarantee as issued by the manufacturer of such equipment. This includes sealing devices, motors, gear reducers, variable speed drives, etc.... In no event will our liability exceed the purchase price of the product for which liability is claimed.		
4 Heritage Park Road, Clinton, CT 06413		

CITY OF YUBA CITY
STAFF REPORT

Date: March 18, 2025
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager, Brynda Stranix, YSEDC District Director

Summary

Subject: Yuba-Sutter Economic Development Corporation - 2025-2030 Five-Year Comprehensive Economic Development Strategy (CEDS) Update, Public Works Project Update, and 2024 CEDS Annual Performance Evaluation

Recommendation: Adopt a Resolution approving the five-year 2025-2030 CEDS, the 2024 Comprehensive Economic Development Evaluation and Performance Report, and the updated Appendices I Public Works Projects and authorize its submittal to the United States Department of Commerce, Economic Development Administration

Fiscal Impact: None

Purpose:

To receive the 2025-2030 Five-Year Comprehensive Economic Development Strategy (CEDS) Update, Public Works Project Update, and 2024 CEDS Annual Performance Evaluation.

Council's Strategic Goal:

This item aligns with the City Council's strategic goal of being business-friendly.

Background:

This Comprehensive Economic Development Strategy (CEDS) is the result of a local planning process designed to guide the economic growth of the Yuba-Sutter region. The CEDS process helps create jobs, foster a more stable and diverse economy, and improve living conditions. It provides a mechanism for coordinating the efforts of individuals, organizations, local governments, and private industry concerned with economic development.

An annual CEDS Performance Report is required to qualify for U.S. Department of Commerce, Economic Development Administration (EDA) assistance under its public works, economic adjustment, and most planning programs.

This evaluation document represents the goals and objectives of the Yuba-Sutter Economic Development District which is comprised of Yuba and Sutter Counties and the cities of Marysville, Live Oak, Wheatland, and Yuba City.

Analysis:

The CEDS process is a continuing economic development planning process, developed with broad-based and diverse community participation. Included in this packet is 2025-2030 five-year CEDS update, Appendix I Public Works projects updates and 2024 CEDS Annual Performance and Evaluation.

- Listing of CEDS Committee Members and Staff
- Adjustment to the Strategy and comparative review of regional performance in labor force, unemployment, per capita personal income, average wages, number of establishments and gross domestic product.
- A performance metrics comparison between 2024 versus 2023 in employment/workforce, economic performance and education attainment.
- Evaluation of progress on goals and tactics as identified in the CEDS document.
- A report on economic development activities of YSEDC

The 2024 CEDS Annual Performance Report reflects how the specific challenges and opportunities of the Yuba-Sutter Economic Development District were addressed and assesses the state of the regional economy, the opportunities and threats posed by external trends and forces and the progress made toward achieving regional vitality and sustainability.

Data and information for the 2024 CEDS Annual Performance Report was collected from a variety of sources which included a survey to 86 community implementation partners from both public and private sectors, U.S. Census Bureau, U.S. Bureau of Labor Statistics, California Employment Development Department and American Community Survey.

The report shows a positive forward progress to achieving the Yuba-Sutter regional vision to foster a vibrant, prosperous and Growing Yuba—Sutter region through exceptional leadership and involvement of the community.

The 2025-2030 Comprehensive Economic Development Strategy and appendices will be available after all jurisdictions have approved at: <https://www.chooseyubasutter.com/strategy>

Fiscal Impact:

None

Alternatives:

Do not approve the 2025-2030 Five-Year CEDS Update, Public Works Project Update, and 2024 CEDS Annual Performance Evaluation.

Recommendation:

Adopt a Resolution approving the five-year 2025-2030 CEDS, the 2024 Comprehensive Economic Development Evaluation and Performance Report, and the updated Appendices I Public Works Projects and authorize its submittal to the United States Department of Commerce, Economic Development Administration.

Attachments:

1. Attachment 1 - YSEDC Resolution Approving the 2022 Comprehensive Economic Development Strategy and updates to Appendices I, IV, V (1)
2. Attachment 2 - 2025-2030 CEDS Document JURISDICTION FINAL DRAFT
3. Attachment 3 - Appendix I Yuba Sutter Public Works Projects 2025 JURISDICTION DRAFT
4. Attachment 4 - 2024 CEDS Performance and Update Report JURISDICTION DRAFT

Prepared By:

Brynda Stranix
YSEDC District Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE 2025-2023 COMPREHENSIVE ECONOMIC DEVELOPMENT
STRATEGY, AND THE 2024 ANNUAL PERFORMANCE REPORT INCLUDING
UPDATES TO APPENDICES I – PUBLIC WORKS PROJECTS, AS PREPARED
BY THE YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION AND
THE COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY**

WHEREAS, U.S. Department of Commerce, Economic Development Administration (EDA) requires the preparation and adoption of a Comprehensive Economic Development Strategy (CEDS) by the local Comprehensive Economic Development Strategy Committee to contain public works projects approved by City of Yuba City, the CEDS Committee, Yuba-Sutter Economic Development District and EDA prior to consideration of federal funding of said public works projects; and

WHEREAS, the CEDS Committee began preparation of the required CEDS 5-year update in September 2024, and approved and adopted said document February 8, 2025; and

WHEREAS, said action also directed the CEDS 2024 Annual Performance Report and updates of Appendix I Public Works Projects for the CEDS document be submitted to City Council of the City of Yuba City for its review and action;

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Yuba City, after reviewing said documents, hereby approves the 2025-2030 CEDS 5-year update, the 2024 Annual Performance report and Appendix I Public Works Projects and authorizes its submittal to the Economic Development Administration.

The foregoing Resolution was duly and regularly introduced, passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on March 18, 2025 by the following vote:

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2



2025-2030 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY

YSEDC

YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION

ECONOMIC DEVELOPMENT VISION STATEMENT

Together, we will build a thriving community through innovation, investment in infrastructure, and a strong commitment to economic growth, creating unparalleled opportunities and an exceptional quality of life for all.

The Yuba-Sutter Comprehensive Economic Development Strategy (CEDS) will inspire and guide the community, its leaders and Yuba-Sutter Economic Development District in creating a dynamic region that measures economic improvement over and above job calculations. The strategy focuses on economic resiliency and recovery while building regional industry diversity, capacity and collaboration resulting in a vibrant and prosperous community.

The Yuba-Sutter Comprehensive Economic Development Strategy committee reviewed existing regional general plans, past CEDS documents, and the SWOT Analysis to develop four regional priorities as the framework for the goals and the objectives of the region's future economy. These priorities are: Innovation and Economic Development, Workforce and Education, Infrastructure and Quality of Life and Place.

This 2025-2030 Comprehensive Economic Development Strategy five-year update:

- Identifies critical regional issues and opportunities over the next 5 years, and provides an action plan to address these issues and maximize opportunities.
- Includes the region's current targeted industry clusters and potential clusters for future expansion.
- Includes a comprehensive analysis of the region's Strengths, Weaknesses, Opportunities and Threats.
- Provides action tactics to address the four priority goals for the region's business attraction, retention and expansion actions, infrastructure enhancement and small business support.

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www.choseyubasutter.com

Appendix I: Public Works Projects

Appendix II: CEDS Regional Resolutions

2025-2030 Working Together for Yuba-Sutter's Economic Future

Yuba-Sutter Economic Development Corporation (YSEDC), a 501(c)3 nonprofit organization, was established in 1994. YSEDC promotes regional diversification, advocates sustainable growth, infrastructure enhancement, and job development through expansion, retention and recruitment of businesses and industry in the Yuba-Sutter region.

The Yuba-Sutter region is comprised of two counties, Yuba and Sutter and is designated by the U.S. Department of Commerce, Economic Development Administration (EDA) as the approved Yuba-Sutter Economic Development District (YSEDD).

This Comprehensive Economic Development Strategy (CEDS) is the result of a local planning process designed to guide the economic growth of the Yuba-Sutter region. The CEDS process will help create jobs, foster a stable and diverse economy, and improve living conditions. It provides a mechanism for coordinating the efforts of individuals, organizations, local governments, and private industry concerned with economic development.

The CEDS is required to qualify for U.S. Department of Commerce, Economic Development Administration (EDA) assistance under its public works, economic adjustment, and most planning programs, and is a prerequisite for designation by EDA as an Economic Development District. Jurisdictions seeking EDA funding for public works and planning projects must first be included in an EDA-approved CEDS to be considered for funding.

This update is in accordance with guidelines specified by EDA and funded by financial assistance award Number ED22SEA302024 from U.S. Department of Commerce, Economic Development Administration.

THE PLAN

This document is the 2025-2030 Five-Year Update to the Yuba-Sutter CEDS, advancing regional prosperity through collaborative efforts led by the Yuba-Sutter Economic Development Corporation, along with Sutter and Yuba counties and the cities of Live Oak, Marysville, Wheatland, and Yuba City.

The 2025-2030 CEDS Strategic Plan embodies the District's vision for regional prosperity and economic growth. Designed as a comprehensive guide for the community, it aims to benefit businesses, students, workforce members, and policymakers alike through its insights and data.

Developed through an inclusive planning process, the CEDS reflects the unique challenges and opportunities within the Yuba-Sutter Economic Development District. It includes a regional analysis, SWOT assessment, and strategic goals with actionable plans for measuring progress.

The analysis evaluates the region's economic landscape, identifies internal and external opportunities and risks, and assesses partnerships and resources for economic development. With a focus on the community's vision and strategic advantages, this plan outlines priorities for action and implementation.

The 2025-2030 CEDS is anchored by four foundational priorities:

Innovation and Economic Development
Workforce and Education
Infrastructure
Quality of Life and Place

These pillars set the stage for sustainable growth and long-term regional success.

CEDS COMMITTEE

Yuba-Sutter Economic Development Corporation invited participation from all sectors of the region in development of this plan and from these, a CEDS Committee was formed. The committee's purpose is to formulate a regional economic strategy which will outline an approach to coordinate growth and prosperity that builds on the region's strengths, prioritizes key regional industry clusters and emphasizes collaboration.

Public Sector

Gary Arnold
Blaze Baker
Swarnjit Boyal
Michael Bessette
Jeremy Brown
Samuel Bunton
John Buse
Rick Crabtree
Terri Daly
Brian Davis
Tawny Dotson
Rachel Downs
Bob Eckardt
Dan Flores
Neal Hay
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Mike Lee
Creig Marcus
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Mathew Mauk
Patrick Meagher
Ymelda Mendoza-Flores
Ben Moody
Kyle Morgado
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Emily Rary
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Bill Zenoni

Private Sector

Gus Becerra
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Arun Bhardwaj
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Brandon Black
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Molly Bloom
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Rachel Farrell
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Matt Goody
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Cathy LeBlanc
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Julius Murphy
John Nicoletti
Joe Pacheco
David Read
Cynthia Roderick
Marni Sanders
Brynda Stranix
Camille Benner
Tom Williams
Janell Willis

INDUSTRY REPRESENTED

Private Sector

Aerospace
Agriculture
Arts & Culture
Banking
Business Services
Construction
Coworking/Makerspace
Economic Development
Energy
Engineering
Faith Based
Healthcare
Hospitality
Housing
Manufacturing
Nonprofit Organizations
Utilities

Public Sector

City of Live Oak
City of Marysville
City of Wheatland
City of Yuba City
Education
Federal - Military
Federal - Tribal
Local JPAS
Local - Special Districts
State of California
Sutter County
Workforce Development
Yuba County



REGIONAL OVERVIEW

Yuba and Sutter counties are located in the north/central part of the state of California, just 35 miles north of its capital city of Sacramento. The Sacramento International Airport is adjacent to Sutter County's southern boundary and Yuba County's eastern border stretches to the foothills of the Sierra Nevada mountain range. Yuba City is the county seat of Sutter County and Marysville is the county seat of Yuba County. The region is referred to as the Yuba City Metropolitan Statistical Area (MSA).

The major cities of Marysville (Yuba County) and Yuba City (Sutter County) are approximately 125 miles northeast of San Francisco and 125 miles west of Reno, Nevada. Nearly 11 million people live within a two-hour drive of the Yuba-Sutter area.

The Yuba-Sutter area is 1,252 square miles and is

geographically diverse, offering many recreational opportunities, such as fishing, hunting, boating, water skiing, hiking and camping. Some of the best duck hunting and trophy fishing in the country can be found minutes from the downtown areas. The climate is typically one of warm, dry summers and moderately cold winters.

The Yuba-Sutter region typically enjoys a plentiful water supply, with 19 square miles of waterways comprising more than 12,000 acres. The Sacramento, Feather and Yuba rivers are predominant with many smaller tributaries that feed these larger rivers. Dams, lakes and reservoirs provide flood protection, debris control, diversion, regulation and storage. Water uses include domestic, irrigation, municipal, industrial, power generation and recreation.

Portions of the Plumas and Tahoe National forests sit

in Yuba County providing numerous campgrounds and recreational day-use facilities. The Sutter Buttes are a small circular complex of eroded volcanic lava domes which rise as buttes above the flat plains of the Sacramento Valley in Sutter County. They are situated just outside Yuba City. Referred to as the world's smallest mountain range, Sutter Buttes highest point is the summit of South Butte, at 2,122+ feet, which is also the highest point in Sutter County. The Middle Mountain Foundation hosts guided hikes into the Sutter Buttes and offer an educational program for local students.

It is about a 3.5-hour drive to the west to reach the northern coastline of California. The Sierra Nevada mountain range and Lake Tahoe are just two hours to the east. Sacramento is a 35-minute drive south and San Francisco is just another hour or so beyond that to the southwest. The rivers, lakes, mountains, year-round festivals and fairs, golf courses, community theater, fine dining establishments, bike ways, and historic downtown shopping districts make the region a wonderful place to live or visit.

The region is served by state routes 20, 65, 70, 99 and 113 and is just north of the intersection of two major interstates, I-5 and I-80. The two major cities of the District (Marysville and Yuba City) are only 35 miles from the Sacramento International Airport. The Sacramento Airport covers 6,000 acres serving general aviation, passenger and freight traffic and operates two 8,600-foot parallel runways, two terminals and 32 gates. The airport averages 122 landings a day with 12 domestic carriers, 7 international passenger carriers, 4 commuter carriers and 7 cargo carriers. Passenger volume was 12.978 million in 2023, a 5.4 percent increase over the prior year however it has not met the passenger volume pre-COVID.

The Yuba County Airport, on 933 acres, is a modern general aviation airport featuring a 6,006-foot primary runway and a 3,281-foot crosswind runway with capabilities to accommodate jet air carriers, freight carriers, and all general aviation business jets and private aircraft. Recent improvements include the complete overlay of the primary runway, overlays and sealing of the entire taxiway system, new fueling facilities, and rehabilitation of the apron. The Yuba County Industrial Park, adjacent to the airport, is available for development. Recently, the airport



was awarded an EDA construction grant to build an additional taxiway to serve the Skyway Business Park. The Skyway Business Park has eight buildings on five acres suitable for manufacturing or distribution. Each building is 7,920 SF with all utilities in place. The airport has easy access to highways 70, 65, 99, and 20 and is half an hour from I-5, I-80 and the Sacramento International Airport.

Sutter County Airport, 170 acres, accommodates smaller aircraft such as crop dusters and private aircraft with one runway. Control of day-to-day airport operations has been transferred to a nonprofit group of local pilots to reduce costs and operate at a surplus.

Union Pacific Railroad connects the Yuba-Sutter area to the nation's railway system. The rail system is used primarily to transport agricultural and other goods produced in the region. Passenger rail serves the region at the Sacramento Valley Station and local bus connections are provided by Amtrak and Yuba-Sutter Transit.

Yuba and Sutter counties are within close proximity to the major markets of the 13 western states to be an economically viable location for business and industry.

Yuba-Sutter Transit, the public transportation agency that serves the region, runs six local routes and on-demand service in Marysville, Yuba City and surrounding communities, Monday to Saturday and peak hour service to downtown Sacramento each weekday.

TOP 6 INDUSTRIES BY JOBS

Healthcare & Social Assistance
9,302 WORKERS

Retail Trade
6,496 WORKERS

Educational Services
6,169 WORKERS

Accommodation & Food Services
5,676 WORKERS

Agriculture, Forestry, Fishing & Hunting
5,496 WORKERS

Public Administration
4,846 WORKERS

DRIVERS OF EMPLOYMENT GROWTH

Over the ten years ending 2023, all industries for the Yuba City, MSA added 9,872 jobs. Job growth by percentage was more competitive than the nation.





Military Asset

BEALE AIR FORCE BASE

LOCAL ECONOMIC IMPACT

Beale AFB has a huge economic impact on the Yuba-Sutter community. The base supports 5,125 military personnel, 1,190 civilians and 1,922 dependents with total payroll of \$400 million. Beale executed over \$67.6 million in local contracts in Fiscal Year 2022. There were a total 10,879 jobs created, with an estimated annual dollar value of \$249.5 million. The total economic impact to the area is approximately \$1.087 billion. (Source: BAFB Economic Impact Statement Fiscal Year 2022). Beale AFB provides the community with a trained workforce of approximately 28,000 retirees living within a one-hour drive.

The major organizations at Beale Air Force Base are the 9th Reconnaissance Wing (9th RW), the 940th Air Refueling Wing (940th ARW, Air Force Reserve Command), the 195th Wing (California Air National Guard), the 548th Intelligence, Surveillance, and Reconnaissance Group (548th ISRG), and the 7th Space Warning Squadron (7th SWS). The 9th RW is the host wing at Beale AFB, and the 9RW Commander is the Installation Commander.

9th Reconnaissance Wing (9th RW)

Mission: Deliver persistent, integrated reconnaissance and combat power for our nation. To accomplish this mission, the wing is equipped with the nation's fleet of U-2 and associated support equipment. The wing also maintains a high state of readiness in its expeditionary combat support forces for potential deployment in response to theater contingencies. The 9th

Reconnaissance Wing is composed of more than 4,500 personnel in four groups at Beale and multiple overseas operating locations.

940th Air Refueling Wing (940th ARW)

Mission: Provide mission ready Citizen Airmen in support of United States National Security Objectives, primarily by providing air refueling capabilities for DOD aircraft.

195th Wing (California Air National Guard)

Mission: Deliver adaptive information controls and capabilities, enabling warfighters the competitive advantage to deter, attack, maneuver, and defend with unparalleled effectiveness.

548th Intelligence, Surveillance, and Reconnaissance Group (ISRG)

Mission: To deliver combat power from the air with intelligence that assures allies and wins wars.

The Group consists of more than 1,400 officer, enlisted, Guard, Reserve, civilian, and contract personnel spanning more than 40 Air Force Specialties responsible for operation and maintenance of more than \$2 billion dollars' worth of Distributed Common Ground System (DCGS) equipment.

7th Space Warning Squadron (7th SWS)

Mission: Detection of sea-launched ballistic missiles fired from submarines in the Pacific Ocean. This unit helps form a two-layered, worldwide network of missile warning systems that also detects Intercontinental Ballistic Missiles within its field of view. Additionally, 7th SWS tracks earth-orbiting satellites and reports the information to the 18th Space Control Squadron, located at Vandenberg AFB, California. This information is combined with other global sensors to maintain the Department of Defense's satellite catalog.

AGRICULTURE AS ECONOMIC DEVELOPMENT

More than 600,000 of the 798,000 acres (75 percent) in Yuba-Sutter are in agricultural use. The largest use of agricultural land is for field crops and vegetables. Fruit and nut crops account for the second highest use of acreage.

YUBA COUNTY

The gross value of Yuba County's agricultural production for 2023 is \$256,885,785 up approximately 4% from the 2022 value estimate of \$245,706,480. The increase in value can be attributed to the increase in value for kiwi alone. However, peaches, almonds, walnuts and livestock also had increases in value. Rice and prune/dried plum decreased in value due to decreases in price.

Fluctuating commodity prices and adverse weather conditions continue to pose significant challenges for producers in the long run. Rice remained Yuba County's top crop generating \$67 million in gross value. At \$51 million, Kiwi climbed to second in rank. Walnut takes over third place at almost \$26 million. Livestock moves to number four at \$25 million. Rounding out the top five is Prune/Dried Plum at nearly \$24 million in value.

The contribution of agriculture to the economy of Yuba County is not totally reflected in the values contained in this report. Processing, transporting, marketing and other farm related services directly or indirectly tied to agriculture, benefited appreciably. According to a study conducted by Agricultural Impact Associates, Yuba County's agricultural industry can be estimated to have returned an additional 62.5% of the gross agriculture value for an estimated total value of \$417,439,400 in 2023. Agriculture accounts for 1 out of every 11 jobs in Yuba County (Source: Yuba County 2023 Crop Report)

In 2022, Yuba County ranked 31st in gross value of agricultural production of the entire state of California, and ranked second in livestock and third in prune and rice production value. (Source:CDFA 2-22-2023 California Ag Statistics Review)

To access the complete 2023 crop report visit:
<https://acrobat.adobe.com/id/urn:aaid:sc:US:d98a26a1-0dca-40d9-aadd-46762d94051c>

SUTTER COUNTY

The gross value of Sutter County agricultural production for 2023 was \$771,820,000. This is an increase of \$203,248,000 or 35.7% from the 2022 total value

Rice remains the top-ranking crop in 2023 with a total value of \$272,271,000 driven by a 134.9% increase in harvested acreage which offset a 35.5% decrease in price resulting in a 49% increase in total value from 2022. Remaining second, processing tomatoes increased in price and yield to a total value of \$117,718,000, a 31.3% increase from 2022. Cling Peaches remained in third due to an increase in yield and price to a total value of \$67,650,000, a 39.7% increase from 2022. Dried prunes remained fourth with a total value of \$61,850,000 through a rise in price and yield increasing 30% from 2022. Walnuts remained fifth due to moderate increases in price and yield with a total value of \$51,649,000 which is an 18.7% increase from 2022. (Source: Sutter County 2023 Crop Report)

In 2022, Sutter County ranked 22nd in gross value of agricultural production of the entire state of California, first in prune production and second in rice production. (Source:CDFA 2-22-2023 California Ag Statistics Review)

To access the complete 2023 crop report visit:
<https://acrobat.adobe.com/id/urn:aaid:sc:US:16a60a3e-b753-48ff-8b72-6c536e2231a1>



Business and Industry Cluster Focus

The industry cluster in the Yuba-Sutter region with the highest relative concentration is Agriculture with a location quotient of 8.14. This cluster employs 5,439 workers with an average wage of \$52,156. The regional strategy is to enhance and grow niche sectors to strengthen this cluster. In order to diversify and create greater resilience, other clusters, Health, Advanced Manufacturing and Distribution and Electronic Commerce will be targeted to provide high-growth opportunities to increase investment and awareness of the region.

AGRICULTURE	SPECIALTY AGRICULTURE EQUIPMENT
	AGRICULTURE TOURISM
	FOOD AND BEVERAGE PROCESSING
	VALUE ADDED INNOVATION

HEALTH	PHARMACEUTICALS & RELATED SEGMENTS
	BIOTECHNOLOGY
	MEDICAL DEVICES, EQUIPMENT & SUPPLIES MANUFACTURING
	AMBULATORY HEALTH CARE SERVICES

ADVANCED MANUFACTURING	AEROSPACE/DEFENSE
	AUTO/MOTOR SPORTS
	ENERGY & POWER
	INDUSTRIAL MACHINERY

DISTRIBUTION & E-COMMERCE	RECREATIONAL GOODS
	TRANSPORTATION
	EDUCATION
	BUSINESS SERVICES

SWOT Analysis Summary

Recognizing our region's strengths, weaknesses, opportunities and threats is an important step to assess where we are and where we want to be in order to have a real effect on the region. Our region has plenty of positive attributes to leverage for success, but we must also recognize the challenges identified by participants of the SWOT process in order to remedy or diminish them.

THE YUBA-SUTTER REGION TODAY

The Positives

The Yuba-Sutter region has numerous strengths that position it well for growth and development. The area benefits from substantial agricultural production with potential for expanding into agricultural technology industries. There is plenty of land available for development, supported by a community that values and promotes sports, arts, and entertainment. The region's strategic location, with proximity to major transportation hubs such as the Sacramento International Airport and access to essential highways, provides a significant economic advantage for business expansion. Additionally, the presence of Beale Air Force Base creates opportunities for workforce development and collaboration. Residents also enjoy an affordable cost of living and access to abundant natural resources, including parks and recreational areas, which contribute to a high quality of life. The region's small-town atmosphere fosters strong community ties and a collaborative spirit.

The Challenges

Despite these strengths, participants felt the region faces several challenges. The economy lacks diversification, relying heavily on government and agriculture, which creates vulnerability to economic shifts. Business development is hampered by limited resources, high operational costs, and outdated infrastructure. Educational attainment levels are low, and there is insufficient access to quality education, which impacts workforce development and contributes to skilled labor outmigration. The gap between workforce training and the jobs available further exacerbates this issue. Infrastructure, including roads, water, wastewater, and power, requires significant upgrades, and public transportation systems are inadequate. The region is also prone to natural disasters such as floods, fires, and droughts, which threaten infrastructure and economic stability. Healthcare options and community amenities

are limited, and the region struggles with a perception of being underdeveloped, which hinders efforts to attract new residents and businesses.

What needs to be done

To address these challenges, the region needs to diversify its economic base by attracting industries such as technology, healthcare, and advanced manufacturing. Supporting small businesses and entrepreneurs with resources and streamlined processes can further stimulate economic growth. Workforce development should focus on creating educational and vocational training programs aligned with current and future needs of local industries, leveraging partnerships with institutions and Beale Air Force Base. Infrastructure improvements must be prioritized, particularly in water/wastewater, roads, flood control, and broadband expansion, to support economic activity and enhance residents' quality of life. Finally, investing in healthcare, arts, and cultural amenities will make the region more attractive and livable. Addressing homelessness and public safety concerns with comprehensive social services and community improvements will also be crucial to fostering a vibrant, resilient community.

FOUR TOP PRIORITIES

The CEDS committee reviewed goals that it will focus on for the region's implementation plan:

Innovation and Economic Development

Workforce and Education

Infrastructure

Quality of Life and Place

SWOT ANALYSIS

Strengths

- Strong military presence and collaboration
- Water and natural resources
- Affordability/lower cost of living
- Proximity to parks and recreation features and available green space
- Proximity to four major highways - Highways 20, 65, 70 and 99
- Strong community involvement and community collaboration
- Plenty of land available for growth
- Large agriculture production and positive growth potential for Ag-tech industries
- Positive support and growth of existing sports, arts, and entertainment
- Still maintains small town vibe
- Proximity to Sacramento airport, coast and mountains

Opportunities

- Potential for growth with infrastructure development
- Potential to increase tourism by improved recreation and entertainment opportunities
- Potential to increase education attainment by adding a university, research center or expanding BA programs at college
- Potential to attract businesses by increased resources, tools and capital
- Opportunity to retain skilled retiring military through close collaboration with Beale AFB
- Potential to diversify and build Agriculture cluster
- Potential to improve quality of life by supporting and developing regional arts, entertainment, and cultural diversity

Weaknesses

- Lack of affordable housing for low to middle income population
- Limited business/industry diversity
- Lack of transportation/walkability, especially for disabled populations
- Low education attainment and access
- Need for more community amenities in arts, sports and entertainment
- Limited development opportunities due to high cost and lack of infrastructure
- Limited healthcare options, hospital and services
- Out-migration of skilled labor, lack of quality jobs, wage disparity, and skilled labor
- Vulnerability to natural disasters - floods, fire, drought
- Perception as a place that has nothing to offer

Threats

- Increasing health vulnerability, lack of services
- At high risk of fire, floods, drought
- Risk of stagnation due to unmitigated traffic issues
- Lack of skilled workforce, migration or mismatched workforce training to stunt economic growth and quality jobs
- Potential to lose economic opportunities due to lack or deteriorating infrastructure (water, wastewater, roads, power and broadband)
- Dependency on Government jobs and lack of diverse industry
- Lack of affordable housing and "Not in My Back Yard" sentimentality
- Increasing poverty rates due to cost of living increases, health and homeless issues

SWOT Analysis Continued

The Yuba-Sutter Comprehensive Economic Development Strategy Survey gathered feedback from 267 respondents, with a focus on the region's economic performance, strengths, challenges, and potential improvements. This survey is a snapshot of how residents, government officials, business owners, and other stakeholders perceive the current state and future of the Yuba-Sutter region.

Demographic Breakdown

Roles in the Community

The majority of respondents roles (37%) were interested community members, followed by business owners/employees (23%) and government officials/employees (20%).

Age Group Distribution

The largest group of respondents fell into the 45-64 age range (46%), with another significant portion (24%) being over 65.

Employment Status

A substantial majority (60%) were employed full-time, with 10% self-employed and 16% retired.

Economic Conditions and Community Sentiment

Current Economic Condition

A large proportion of respondents rated the local economy as "Fair" (45%) or "Poor" (30%), indicating a general dissatisfaction with the economic state.

Five-Year Economic Performance

While 35% believed the economy had somewhat improved, a notable portion (27%) felt it had declined.

Prioritized Economic Strengths

Geographic location (44%), military presence (38%), and diversity of residents (37%) were highlighted as key strengths of the local economy.

Economic Challenges and Areas for Improvement

Top Economic Challenges

The most cited challenges included a lack of affordable housing (65%), high unemployment (39%), and poor infrastructure (43%).

Infrastructure Needs

The overwhelming priority was for improvements in roads and transportation (79%), followed by utilities (40%) and public spaces (39%).

Desired Educational Programs

Respondents expressed a strong need for technical and vocational training (78%), continuing education for adults (52%), and job placement services (46%).

Business Development Insights

Barriers to Business Development

The availability of skilled labor (41%), lack of infrastructure (44%), and market size and demand (45%) were identified as key barriers.

Business Attraction Focus

Respondents favored attracting manufacturing (53%), technology and innovation (52%), and agriculture/food production (45%).

Purchasing Behavior

A significant portion of respondents leave the region to purchase recreational experiences (73%) and clothing/shoes (63%), indicating gaps in local offerings.

Community and Leadership Priorities

Improvements for Residents

The top three priorities were creating more affordable housing (56%), improving roads and connectivity (47%), and developing more quality-of-life amenities (35%).

Improvements for Businesses

Key suggestions included creating a pro-business climate (40%), focusing on business attraction (37%) and improving infrastructure (36%).

Economic Development and Job Creation

Over half of the respondents (51%) rated economic development and job creation as the highest priority for the region.

Resiliency and Threats

Regional Resiliency

The region was perceived as "somewhat resilient" (39%) to disasters like fires, floods, and pandemics, though 22% rated it as vulnerable.

Biggest Threats

Housing affordability (59%) and inadequate housing supply (46%) were seen as the most significant threats to resiliency.



TOP 3 COMPETITIVE STRENGTHS

Natural Resources and Strategic Location

The region benefits from abundant natural resources and a strategic location near major transportation hubs like the Sacramento International Airport, providing easy access to key markets and enhancing tourism potential.

Community Pride and Engagement

There is strong community pride and involvement, with residents and local organizations actively participating in regional improvement efforts. This collective spirit supports cultural events, sports, and recreational activities, contributing to a vibrant community atmosphere.

Agricultural Base and Potential for Growth

The area has a robust agricultural sector with opportunities to expand into ag-tech industries. The availability of land further enhances the potential for growth and development in both agriculture and related industries.

TOP 3 COMPETITIVE WEAKNESSES

Inadequate Infrastructure

Poor road conditions, outdated water and wastewater systems, and limited public transportation are significant impediments to business operations and quality of life. These issues deter investment and affect daily activities for residents.

Homelessness and Social Challenges

The growing homelessness crisis impacts the local economy, safety, and the region's image, discouraging business investment and affecting the desirability of public and commercial spaces.

Educational and Workforce Gaps

Low educational attainment and a lack of access to quality training and higher education programs create workforce challenges. The area struggles with retaining skilled labor, and there is a mismatch between available jobs and workforce skills, limiting economic growth.

TOP 3 ACTIONS TO BETTER THE REGION FOR RESIDENTS

Improve Infrastructure

Invest in repairing and modernizing roads, bridges, and public transportation systems to improve connectivity and daily living conditions. Address water and wastewater infrastructure issues to ensure reliable and safe services for all residents.

Address Homelessness and Social Services

Implement comprehensive strategies to reduce homelessness, including increased access to mental health

and substance abuse treatment, affordable housing solutions, and support services. Enhance public safety and clean up public spaces to make the area more welcoming and livable.

Expand Educational and Recreational Opportunities

Develop and improve local schools, vocational training, and continuing education programs to better prepare residents for higher-paying jobs. Additionally, create more recreational and cultural amenities, such as parks, arts facilities, and safe gathering spaces, to enhance the quality of life and community engagement.

TOP 3 ACTIONS TO BETTER THE REGION FOR BUSINESSES

Streamline Business Regulations and Support

Simplify regulatory processes to make it easier for businesses to start and grow. Provide financial support, tax incentives, and workshops to help small businesses thrive and attract new enterprises to the region.

Develop a Skilled Workforce

Collaborate with educational institutions and workforce development programs to align training with the needs of local industries. This includes creating apprenticeships, partnerships with Beale Air Force Base, and job placement services to ensure businesses have access to skilled labor. Create awareness of civilian job opportunities at Beale AFB.

Enhance Economic Diversification and Infrastructure

Invest in infrastructure improvements, such as high-speed broadband and utility upgrades, to support business operations. Focus on attracting diverse industries, including technology, manufacturing, and healthcare, to reduce economic dependence on government and agriculture and promote a resilient business environment.



YUBA-SUTTER ECONOMIC & DISASTER RECOVERY & RESILIENCY



Disaster Recovery and Resilience

Mitigation planning is essential to the region's ability to withstand and recover from disasters. Each county within the district has adopted a mitigation plan.

Yuba County Multi-Jurisdictional Multi-Hazard Mitigation Plan is the product of a collaborative effort between the County of Yuba and its special districts. Plans developed for the Yuba County Multi-Hazard Mitigation Project included single-jurisdiction plans for the Dobbins-Oregon House Fire Protection District and the Yuba Water Agency. (A complete copy of the Yuba County Multi-Hazard Mitigation plan is available on their website: www.co.yuba.ca.us)

Sutter County and the incorporated communities of Yuba City and Live Oak have developed a comprehensive Multi-Hazard Mitigation Plan to better position resources in addressing potential hazards. Sutter County, Yuba City, Live Oak, Gilsizer Drainage District, Levee District 1, Reclamation Districts 70, 1001, 1500, and 1600 have all adopted the Multi-Hazard Mitigation Plan. (A complete copy of the Sutter County Multi-Hazard Mitigation plan is available on their website: www.co.sutter.ca.us)

Both county plans have been in place for several years and are continually updated with invitations to the community stakeholders to assist in plan implementation and maintenance. Community stakeholders are made aware of disaster preparedness information and are regularly updated should there be changes in the overall plan.

Both counties are in the process of bringing existing levees up to 200-year flood protection. Three Rivers Levee Improvement Authority (TRLIA), a joint powers agency,

was established in May 2004 by the County of Yuba and Reclamation District 784 to finance and construct levee improvements in south Yuba County. TRLIA's mission is to provide 200-year flood protection. Four work phases were identified to achieve that goal along the Yuba, Feather, Bear Rivers, and the Western Pacific Interceptor Canal. The Sutter Butte Flood Control Agency (SBFCA) is a joint powers agency formed in 2007 by the counties of Butte and Sutter, the Cities of Biggs, Gridley, Live Oak and Yuba City, and Levee Districts 1 and 9. The agency has the authority to finance and construct regional levee improvements. It is governed by a 13-member Board comprised of elected officials from the cities, counties and levee districts. The agency's boundaries encompass 34,200 properties in Butte and Sutter counties.

Economic Recovery and Resilience

Economic resilience is important from two perspectives. In one respect, it is about a community's individual businesses and short-term, practical actions to sustain their operations after a disaster. However, economic resilience is concerned with the broader regional economic development and long-range adaptability to a changing, and often turbulent, economic environment.

Business Resiliency

It has been shown that apart from direct damage to premises, the largest impact of a disaster was the disruption of lifelines-water, electricity and wastewater treatment. Other factors included disruption in logistics flows, reduced

employee productivity through transportation difficulties and the effects of the disaster on their homes and reduced customer traffic. Developing emergency and recovery plans or buying business interruption insurance would alleviate some of the recovery issues.

Most large businesses will have the capability to survive or return to pre-disaster levels, but it is the smaller firms that suffer the most, especially those that were in poor financial condition before the event. Greater emphasis must be given to the needs of smaller businesses to increase survival rates, and businesses, having a strong vested interest in ensuring the preparedness of utility companies, emergency services, and public services, need to be much more active in community preparedness and recovery planning.

Economic Resiliency

The ability of local and regional economies to adapt to changing conditions, including disasters, is the definition of regional economic resilience. Analysis of the Yuba-Sutter region indicates that its economy is dependent upon three major industries and is highly susceptible to disaster. It would be in the area's best interest to look at initiatives that would improve business resilience and regional economic resilience.

The responsive initiatives of the counties Multi-Jurisdictional Multi-Hazard plans which include pre-disaster recovery planning; defining key stakeholders, roles, responsibilities, and actions; establishing a process for regular communication, monitoring and updating of business community needs as issues; and building a capability to connect with public officials at local, regional, state and federal levels to rapidly communicate business sector needs and to coordinate impact assessments are addressed thoroughly.

The Steady-state initiatives which refer to longer-term efforts to bolster a region's ability to withstand or avoid shock, and in doing so, improve its adaptability. These include planning efforts to engage the community in a collective vision for resilience, economic diversification initiatives building on local and regional assets, business retention and expansion programs, workforce development strategies, etc.

The results from the community impact survey, SWOT analysis and local and regional government input identified the need for diversification of industry types, strong regional infrastructure, and business attraction. This analysis was the guideline for setting forth the regional goals and objectives and the recognition it is necessary to develop a coherent economic strategy.



Measuring Resilience

There is no hard and fast way to measure economic resilience due to the multi-dimensional nature of resilience. However, if a region can demonstrate their successes and if they can measure the cost benefits of increasing resilience, chances that community and partner buy-in will occur in greater measure are significantly enhanced, and conversely better resilience will result.

For the region of Yuba-Sutter, the best tool for measuring at least the impact of flooding would be the FEMA Community Rating System. Improvements on levees and infrastructure give the community a better rating and lowered insurance rates for residents and also proves economic resilience for potential investors, new businesses and industries.



STRATEGIC DIRECTION

Four-Goal Implementation Action Plan

Based upon extensive analysis, the CEDS Committee and regional stakeholders have developed detailed implementation tactics that address our priority goals for the next five years. This strategy is a region-wide collaboration to build upon our strengths and remedy our weaknesses.

The implementation plan will be utilized to help guide the selection of future economic development projects and investments as they are created to address critical barriers to regional economic prosperity. Each goal and objective is associated with tactics and specific actions in order to provide accountability and performance measurements.

Four Goals for the Yuba-Sutter Region



Innovation and Economic Development
Workforce and Education
Infrastructure
Quality of Life and Place



GOAL 1 INNOVATION & ECONOMIC DEVELOPMENT

Building and strengthening industry clusters is pivotal for fostering regional economic resilience and competitive advantage. Clusters enhance productivity, stimulate innovation, and foster collaboration across sectors. By strengthening current clusters in agriculture, healthcare, manufacturing, aerospace, and government services, the region can attract complementary industries and suppliers, creating a robust ecosystem that supports growth and diversification.

Regional cluster development is anticipated to produce significant employment ripple effects, improving the wage base and expanding the local tax base. However, tackling challenges such as housing affordability, homelessness, and healthcare accessibility will be necessary to ensure that economic growth is inclusive and beneficial to all community members.

OBJECTIVE 1

ATTRACT MORE INDUSTRIES TO THE REGION

- Foster a welcoming environment for local investors and expand opportunities for accessing capital.
- Strengthen and grow agriculture and agritourism as thriving pillars of the regional economy.
- Champion and safeguard the long-term sustainability of Beale Air Force Base.
- Boost regional competitiveness by organizing collaborative workshops with federal, state, and local funding bodies to aid local businesses.
- Develop and provide resources tailored to small and large businesses alike, focusing on retention, technical assistance, and growth support, assistance and access to capital.



OBJECTIVE 2

BOOST ENTREPRENEURIAL DEVELOPMENT

- Review current educational programs and address any gaps to better serve aspiring entrepreneurs.
- Identify missing entrepreneurial resources and collaborate with stakeholders to enhance support.
- Seek out complementary businesses that strengthen the local economy and inspire entrepreneurial growth.
- Advocate for dynamic economic development that supports local businesses, invites new employers, fosters entrepreneurship, and generates jobs.



GOAL 1 INNOVATION & ECONOMIC DEVELOPMENT CONTINUED

OBJECTIVE 3

MAINTAIN, PROMOTE AND EXPAND REGIONAL BUSINESSES

- Support efforts to attract, maintain, promote and expand regional industries.
- Hold planning meetings with regional leaders and Chamber of Commerce to develop marketing strategies that engage networks of small businesses that would benefit from collaboration.
- Support and promote the efforts of workforce development agencies and their programs.
- Support and promote the efforts of educational institutions and their business programs.



IMPLEMENTATION PARTNERS

Yuba-Sutter Economic Development Corporation; Sutter and Yuba Counties;
Cities of Live Oak, Marysville, Wheatland and Yuba City;
Yuba and Sutter County Superintendents of Schools;
Yuba-Sutter Chamber of Commerce;
Sutter and Yuba County One Stops; Yuba Community College



GOAL 2 WORKFORCE AND EDUCATION

To strengthen regional economic resilience, it's essential to foster partnerships that connect and align workforce development programs with the evolving talent supply chain, meeting current and future needs of local employers. Prioritizing high-quality, well-paying jobs is crucial to retain and attract a skilled workforce, while supporting economic diversification across sectors.

The region must invest in preparing students and adult learners with in-demand skills, competencies, and knowledge necessary to thrive in today's and tomorrow's industries. Many sectors face challenges due to skill gaps among job seekers, impacting productivity and growth. Building awareness among residents, businesses, and community leaders around the value of education and lifelong learning is vital to drive sustainable economic development. Fostering a culture of continuous learning and skill advancement will ensure the region remains competitive and adaptable to changing industry landscapes.

OBJECTIVE 1

ALIGN WORKFORCE TRAINING WITH INDUSTRY NEEDS

- Create and enhance workforce development programs that directly respond to the skill demands of current and emerging industries, prioritizing quality job creation with competitive wages to attract and retain talent.
- Regularly assess Industry needs to keep training programs aligned with evolving skill demands and trends.
- Partner with employers to create internships, apprenticeship, and co-op programs that offer hands-on experience and job readiness in high-demand fields.
- Develop an outreach campaign targeting the large military population retiring from Beale Air Force Base to prevent skilled employee migration.
- Create a pipeline to enhance and fill civilian job opportunities at Beale AFB, especially for deep technical positions.
- Reduce education migration.
- Provide job placement assistance and retention support to ensure that graduates of workforce programs secure and maintain high-quality positions.
- Design short-term, industry-specific certification courses that address the immediate needs of employers in fields such as data analytics, logistics, cybersecurity, and advanced manufacturing. These programs could be fast-tracked for individuals seeking quick reentry or up-skilling.



GOAL 2 WORKFORCE AND EDUCATION CONTINUED



OBJECTIVE 2

STRENGTHEN EDUCATION AND SKILL BUILDING FOR ALL LEARNERS

- Promote a diverse workforce by attracting talent and creating a more inclusive environment.
- Include cultural competency as a core component of training programs, preparing students to work effectively in diverse teams and environments.
- Offer language assistance, including translation, tutoring, and English as a Second Language (ESL) support, to ensure all learners have equitable access to programs
- Incorporate cultural celebrations and heritage events into training programs to foster a sense of belonging and respect for diverse backgrounds

OBJECTIVE 3

RAISE COMMUNITY AWARENESS OF ECONOMIC DEVELOPMENT THROUGH EDUCATION

- Promote awareness among residents, businesses, and leaders about the importance of education and continuous skill development as essential drivers of regional economic diversification and resilience, fostering community-wide support for workforce initiatives.
- Develop a campaign—using social media, local events, and workshops—to highlight how education and lifelong learning fuel economic growth, improve quality of life, and create pathways to quality, well-paying jobs within the community.

IMPLEMENTATION PARTNERS

Yuba-Sutter Economic Development Corporation; Workforce Boards; Yuba and Sutter One Stops; Tri-County ROP/CTE; Yuba-Sutter Chamber of Commerce; The Work Hub; AeroSTEM Academy Charter School; Colleges and Universities; K-12 Institutions; Sutter and Yuba Counties; Cities of Live Oak, Marysville, Wheatland and Yuba City



GOAL 3 IMPROVE AND MODERNIZE INFRASTRUCTURE

The region will become more competitive when businesses, entrepreneurs and residents are able to make use of well-coordinated and robust regional infrastructure for transportation, water/wastewater/natural gas, broadband, housing, energy and the natural environment.

Adequate capacity and condition of infrastructure assets contributes to overall economic competitiveness. Strategic investments must be made to ensure that these assets are maintained and expanded. The region will become more competitive when businesses, entrepreneurs and residents are able to make use of well-coordinated and robust regional infrastructures for transportation, water/wastewater/natural gas, broadband, housing and the natural environment.

OBJECTIVE 1

MODERNIZE THE REGION'S INFRASTRUCTURE TO MEET FUTURE DEMAND AND RESPOND TO CHANGING BUSINESS NEEDS



- Promote available land for planned industrial growth and nurture regional cooperative planning for projects by providing technical assistance to towns and counties.
- Promote and pursue funding mechanisms for regional projects.
- Improve economic viability of the urban areas through enhancement of regional flood control systems.
- Support the work of local governments in their efforts to provide sound infrastructure and facilitate collaboration between providers, planners and developers.

OBJECTIVE 2

DEVELOP AND IMPROVE ALTERNATIVE, MULTI-MODAL AND INTER-MODAL DISTRIBUTION INFRASTRUCTURE

- Encourage investment in state highways throughout the two-county region to improve corridors in and out of the area.
- Accelerate street resurfacing and improvements in the region to support business investment.
- Develop sustainable delivery modes for manufacturing, freight, transport, logistics and warehouse industries in the region.



GOAL 3 IMPROVE AND MODERNIZE INFRASTRUCTURE CONTINUED

OBJECTIVE 3

PROMOTE TRANSIT PLANNING TO MOVE PEOPLE THROUGHOUT THE REGION & HOUSING DEVELOPMENT

- Promote alignment of economic development priorities with regional transit projects.
- Assess current and future housing availability and its alignment with future growth and employment patterns.
- Assess housing affordability near employment centers and existing infrastructure.
- Develop other housing initiatives to strategically move forward as a region.



IMPLEMENTATION PARTNERS

Yuba-Sutter Economic Development Corporation; Economic Development Administration; Caltrans; Sutter and Yuba Counties; Cities of Live Oak, Marysville, Wheatland and Yuba City; Yuba-Sutter Transit; Yuba-Sutter Chamber of Commerce



GOAL 4 QUALITY OF LIFE AND PLACE

Enhancing the livability and quality of life within a region makes it more appealing as a destination for businesses, while also attracting and retaining residents. This drives economic growth, fosters community pride, generates revenue, and elevates the region's recognition and reputation.

To successfully draw and retain businesses and residents, urban and rural communities must prioritize the maintenance and revitalization of their town centers and amenities. Quality of life encompasses a delicate balance of key factors, including access to jobs, education, healthcare, and housing, as well as the preservation and promotion of natural resources, outdoor spaces, cultural and artistic opportunities, and a strong sense of community spirit.

OBJECTIVE 1

ENHANCE CULTURAL, HISTORIC, RECREATIONAL, AND NATURAL RESOURCES

- Restore historic landmarks to strengthen community identity and attract tourism.
- Expand parks, trails, and riverfronts for recreation and eco-tourism.
- Support arts through public programs, events, and education partnerships.
- Revitalize downtown areas as vibrant, walkable community hubs.



OBJECTIVE 2

STRENGTHEN PUBLIC SAFETY, HEALTH SERVICES, AND HOMELESS SOLUTIONS

- Increase healthcare, mental health and substance abuse services through partnerships.
- Increase interim and transitional housing and expand affordable housing options.
- Prevent and reduce the number of first-time and returning to homelessness.
- Improve public safety through community policing and emergency plans.
- Collaborate with nonprofits to support vulnerable populations.



GOAL 4 QUALITY OF LIVE AND PLACE CONTINUED



OBJECTIVE 3

PROMOTE YUBA-SUTTER ECONOMIC DEVELOPMENT DISTRICT LEADERSHIP

- Showcase Yuba-Sutter Economic Development District's (YSEDD) role in infrastructure, workforce, and business support.
- Build partnerships to amplify YSEDD's impact across sectors.
- Inform stakeholders about YSEDD initiatives through outreach and reports.
- Attract industries using YSEDD's strategic planning and collaboration.

IMPLEMENTATION PARTNERS

Yuba-Sutter Economic Development Corporation; Economic Development Administration; Regional Counties and Municipalities Planning Departments; Parks and Recreation Planners; Yuba-Sutter Chamber of Commerce; Yuba-Sutter Regional Arts Council; Sutter Buttes Regional Land Trust; Sutter and Yuba County Libraries; local theaters, museums and art galleries

EVALUATION FRAMEWORK

The evaluation framework serves as a mechanism to gauge progress on the successful implementation of the overall CEDS while providing information for the CEDS Annual Performance Report, as required by EDA. These regular updates keep the strategic direction and action plan outlined in this document current and relevant.

The evaluation framework is an important element of the ongoing planning process and should answer the questions “How are we doing?” and “What can we do better?” The performance measures will help to evaluate the progress of activities in achieving the vision, goals and objectives of the Yuba-Sutter region.

The YSEDD will update the CEDS document annually and post and distribute the results of each

annual evaluation over the next five years. The CEDS committee will adjust the goals as needed throughout the five-year planning period when changing strengths, weaknesses, threats, and opportunities are identified. The ability to adjust metrics helps ensure the CEDS is focused on relevant tactics for achieving continued economic prosperity for the Yuba-Sutter region.



GOAL 1 PROJECTED METRICS INNOVATION AND ECONOMIC DEVELOPMENT

- Increase in number of investments
- Increase in agriculture foreign exports and agriculture based tourism
- Number of businesses assisted
- Growth of complimentary and supportive businesses to improve industry diversification
- Increase in number of start-ups
- Increase in technical assistance, access to capital and educational opportunities for businesses



GOAL 2 PROJECTED METRICS WORKFORCE AND EDUCATION

- Number of career pathway aligned degrees and certificates
- Number of employment services provided to employer workforce development
- Number of jobs created and or retained and lower unemployment rate
- Number of businesses utilizing on-the-job training and workforce development programs



GOAL 3 PROJECTED METRICS IMPROVE AND MODERNIZE INFRASTRUCTURE

- Progress of regional public works projects and expected impacts
- Increase in infrastructure funding and federal project investments for water, wastewater, transportation, broadband, etc.
- Increased regional business growth resulting from improved infrastructure
- Improved housing and affordable housing accessibility and alignment with future growth



GOAL 4 PROJECTED METRICS QUALITY OF LIFE AND PLACE

- Increase in regional recreational tourism activities, areas and facilities including bicycle and pedestrian plans
- Improved and expanded regional emergency services and shared communication
- Increase of investments in cultural/arts events, organizations and institutions
- Reduction in homelessness within the region and improved collaborative partnerships
- Expanded behavioral and mental health services
- Decrease in public safety talent migration

WHAT THE REGION ACCOMPLISHED IN THE PAST 5 FISCAL YEARS

Below is a list of some major accomplishments achieved within the Yuba-Sutter region for FY 2019-2024.

ALL 6 JURISDICTIONS REPORTING

IN FY 2019-2020

There were 16 economic development initiatives from the Comprehensive Economic Development (CEDS) process implemented that led to private investment and jobs. There were 5 facility construction, 5 infrastructure, 5 planning, and 1 technical assistance projects completed. The estimated public sector investments was \$30,241,162 and \$146,617 private sector investment which created or retained 1,549 jobs.

process implemented that led to private investment and jobs. There were 20 infrastructure, 4 facility construction/rehab., 6 planning, and 1 technical assistance projects completed. The estimated public sector investment was \$182,291,405 and \$357,000 private sector investment which created or retained 318 jobs.

IN FY 2020-2021

There were 18 economic development initiatives from the Comprehensive Economic Development (CEDS) process implemented that led to private investment and jobs. There were 11 facility construction, 4 infrastructure, 2 planning, and 1 technical assistance projects completed. The estimated public sector investment was \$685,822,480 and \$134,600 private sector investment which created or retained 2,052 jobs.

IN FY 2021-2022

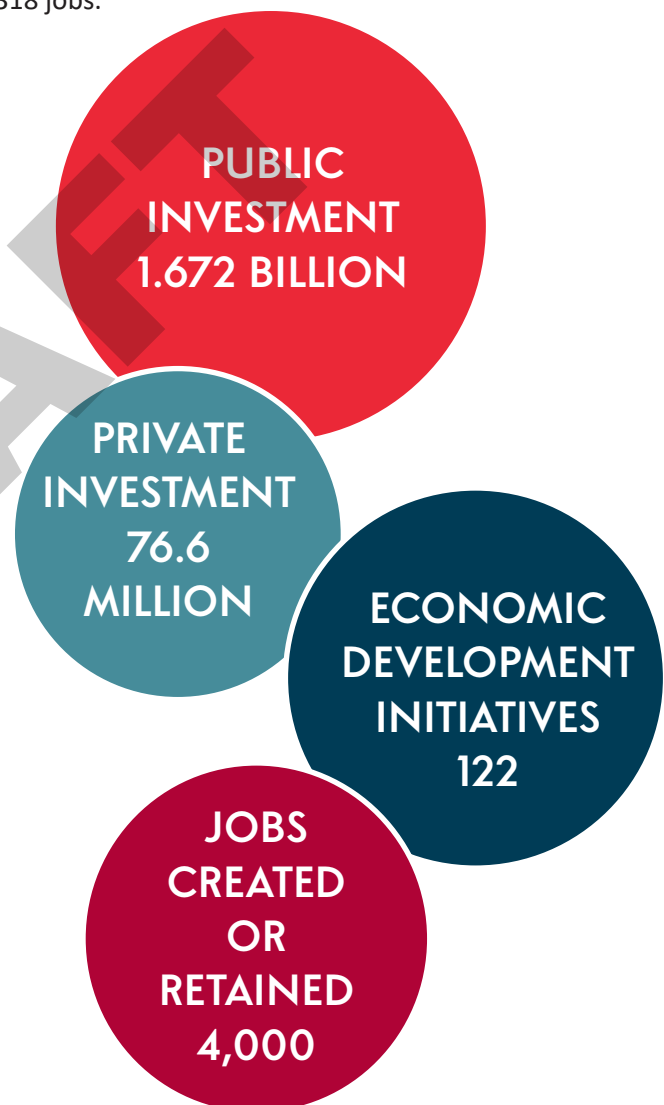
There were 77 economic development initiatives from the Comprehensive Economic Development (CEDS) process implemented that led to private investment and jobs. There were 10 facility construction, 20 infrastructure, 3 planning, and 4 technical assistance projects completed. The estimated public sector investment was \$372,409,931 and \$75,527,550 private sector investment which created or retained 304 jobs.

IN FY 2022-2023

There were 22 economic development initiatives from the Comprehensive Economic Development (CEDS) process implemented that led to private investment and jobs. There were 21 infrastructure and 1 technical assistance projects completed. The estimated public sector investment was \$401,558,567 and \$450,229 private sector investment which created or retained 434 jobs.

IN FY 2023-2024

There were 31 economic development initiatives from the Comprehensive Economic Development (CEDS)





YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION

2025-2030 CEDS is available online
<https://www.chooseyubasutter.com/strategy>

Inquiries and information requests may be directed to:
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Summary

The 2025-2030 Yuba-Sutter Comprehensive Economic Strategy is designed to build capacity and guide the economic prosperity of the region. It is a key component in prioritizing regional clusters and emphasizing collaboration and reflects the views of the public and private sectors of the region. While business recruitment is one component to developing a prosperous region, business retention and expansion, workforce development and quality of life factor into the strategic plan for developing a foundation for securing the future health and prosperity of the Yuba-Sutter region.

ATTACHMENT 3



APPENDIX I

2025

PUBLIC WORKS

PROJECTS

DRAFT



BETTER TOGETHER→FUTURE FOCUSED

2025-2030 YUBA-SUTTER COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY

SUTTER COUNTY | YUBA COUNTY | LIVE OAK | MARYSVILLE | WHEATLAND | YUBA CITY

**Yuba-Sutter Economic Development District
2025-2030 CEDS Public Works Projects, Sorted by Jurisdiction**

Jurisdiction Project No. Priority	Goal Objec tive	Project Description	Total Cost	Funding Sources	Project Date
2024 CALTRANS PROJECTS - COMPLETED Yuba & Sutter Counties					
Regional RY1 Short-term	3 3.2	Yuba 70 Laurellen to Butte County Line SHOPP & STIP Combine (Seg 4&5) 03-4F38U In Yuba County, near Marysville, from Laurellen Road to South Honcut Creek Bridge on SR 70. Widen roadway for continuous passing lanes, two-way left-turn lane/left turn pockets, standard shoulders and roadside clear recovery zone.	\$114,655,000	SHOPP	2024
			PROJECT COMPLETED 2024 \$114,655,000		
Regional RY2 Short-term	3 3.2	BUT/YUB 70 Seg 3 Combined 03-3H93U In Yuba and Butte Counties, about 11 miles north of Marysville, on State Route 70 from 0.8 miles north of Chandler Road to East Gridley Road, PM 25.5/25.8 and 0.0/3.8. Widen for continuous passing lanes, two-way left-turn lane/left turn pockets, standard shoulders, and provide a roadside clear recovery zone.	\$65,236,000	SHOPP	2024
			PROJECT COMPLETED 2024 \$65,236,000		
Regional RY3 Short-term	3 3.2	Browns Valley Rehab 03-0A570 Near Marysville, from Marysville Road to 0.1 mile east of Yuba River Bridge. Rehabilitate roadway.	\$65,401,000	SHOPP	2024
			PROJECT COMPLETED 2024 \$65,401,000		
CALTRANS PROJECTS – SUTTER COUNTY (CONSTRUCTION)					
Regional RS1 Mid-term	3 3.2	Oswald Road Safety Project 03-4H870 Near Yuba City, from 0.6 mile south to 0.6 mile north of Oswald Road. Construct traffic signals to improve safety. The lead for Environmental Clearance is Sutter County. Caltrans will be the lead for Design and Construction.	\$12,335,000	SHOPP	2025
CALTRANS PROJECTS - SUTTER COUNTY (PROGRAMMED)					
Regional RS2 Mid-term	3 3.2	SUT-99 Lomo Crossing 03-0J910 Near Live Oak, from 0.2 mile south of Eager Road to 0.6 mile south of Clark Road. Eliminate cross traffic access to Route 99 from Encinal Road/Live Oak Boulevard, add acceleration lanes in proximity to railroad crossing, and improve access to Eager Road Interchange.	\$13,915,000	SHOPP	2026
Regional RS3 Short-term	3 3.2	Bridge Scour Mitigation 03-0J630 In Sutter County at the Sutter Bypass, scour mitigation and bridge deck surface treatment. This project is also located in Butte, Colusa, and Yolo Counties	\$11,620,000	SHOPP	2028
Regional RS4 Short-term	3 3.2	SUT 99 Live Oak 18-Wire RR Preemption Upgrade 03-0J230 In Sutter County on Route 99 in the town of Live Oak, at Pennington Road. Upgrade Railroad preemption from 2-wire to 18-wire.	\$842,448	SHOPP	2026
Regional RS5 Short-term	3 3.2	SUT 99 Elm Street 18 Wire Railroad Preemption 03-3J040 In Sutter County Route 99 at Elm Street in the City of Live Oak. Upgrade existing 18-wire railroad preemption.	\$436,738	SHOPP	2026

Jurisdiction Project No. Priority	Goal Objec tive	Project Description	Total Cost	Funding Sources	Project Date
Regional RS6 Short-term	3 3.2	Jennings/Knights Curve Improvement 03-2J980 Near Knights Landing, from north of Yolo County line to south of Leiser Road. Curve realignment.	\$8,630,000	SHOPP	2027
Regional RS7 Short-term	3 3.2	Safety Reactive Improvement at Various Locations 03-0N640 In Sutter County on Route 99 near Sankey Road. Install curve warning signs, flashing beacons, rumble strips, radar speed feedback signs, and intersection warning systems, and upgrade roadside signs. This project is also located in Colusa, El Dorado, and Sacramento Counties.	\$6,430,000	SHOPP	2027
Regional RS8 Short-term	3 3.2	SUT 99 2R 03-2J230 In and near Yuba City, from 0.1 mile north of Route 20 to 0.2 mile south of Live Oak Boulevard. Rehabilitate roadway and drainage systems, construct concrete barrier and maintenance vehicle pullouts, and upgrade lighting, signs, facilities to Americans with Disabilities Act (ADA) standards, and Transportation Management System (TMS) elements	\$56,530,000	SHOPP	2027
CALTRANS PROJECTS - SUTTER COUNTY (PLANNED)					
Regional RS9 Short-term	3 3.2	Stafford Way Intersection Safety Improvement 03-3J680 In Yuba City, at the intersection with Stafford Way. Install traffic signal.	\$4,910,000	SHOPP	2026
Regional RS10 Short-term	3 3.2	Humphrey Road Intersection Improvement 03-4J060 Near Yuba City, at the intersection with Humphrey Road. Install traffic signal	\$8,535,000	SHOPP	2026
Regional RS11 Long-term	3 3.2	SR 99 Managed Lanes from I-5 to SR 99/70 Managed Lane Facility in both directions from I-5 to the SR 99/ SR 70 Wye junction in Sacramento and Sutter Counties.	\$100,00,000	Non-SHOPP	2050
Regional RS12 Short-term	3 3.2	Sutter-Yuba 20 Corridor Improvements 03-0N210 In Sutter County on Route 20 from Central Street to 0.13 mile west of Yuba Street in Yuba County. Extend striping, install traffic lighting and rumble strips, upgrade existing signs and install headlight signs along the corridor.	\$1,175,000	SHOPP	2026
Regional RS13 Mid-term	3 3.2	Sutter-99 Cable Barrier 03-0N710 In Sutter County on Route 99 from 0.8 mile north of Riego Road Overcrossing to 0.1 mile south of Route 99/70 Separation. Install cable barrier.	\$18,510,000	SHOPP	2029
Regional RS14 Mid-term	3 3.2	ADA Curb Ramps, APS and Retroreflective Backplate Project 03-0N720 In Sutter County on various routes at various locations. Install backplates with retroreflective borders to existing traffic signal heads, install touch-free Accessible Pedestrian Signals (APS) and upgrade curb ramps to American with Disabilities Act (ADA) standards. This project is also located in Butte, Colusa, El Dorado, Glenn, Nevada, Placer and Yolo Counties.	\$21,100,000	SHOPP	2030
Regional RS15 Mid-term	3 3.2	Various Rumble Strip 03-1N590 In Yuba and Sutter Counties at various locations. Install centerline and shoulder rumble strip. This project is also located in El Dorado, Glenn and Placer Counties.	\$3,935,000	SHOPP	2029

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
CALTRANS PROJECTS - YUBA COUNTY (CONSTRUCTION)					
Regional RY1 Short-term	3 3.2	Wheatland Donut Hole Project 03-0H370 In and near Wheatland, from north of State Street to north of Evergreen Drive. Rehabilitate pavement, add bike lanes, rehabilitate drainage systems, upgrade facilities to ADA standards, and construct Class I multi-use path, modify driveways, and enhance crosswalk visibility as complete streets elements.	\$7,675,000	SHOPP	2026
CALTRANS PROJECTS - YUBA COUNTY (PROGRAMMED)					
Regional RY2 Mid-term	3 3.2	Marysville Railroad Bridge Rehab 03-0H160 (This includes Child Project 1 EA 03-0h161) In and near Marysville, from south of 14th Street to north of Cemetery Road. Roadway rehabilitation and operational improvements including turn pockets and auxiliary lanes.	\$183,515,000	SHOPP	2027
Regional RY3 Mid-term	3 3.2	YUB 65 CAPM & Drainage 03-0J660 Near Olivehurst, from South Beale Road to Route 70. Rehabilitate pavement and drainage systems and upgrade guardrail, signs, Transportation Management System (TMS) elements, sidewalks, curb and gutter, and lighting, and add acceleration and deceleration lanes.	\$26,540,000	SHOPP	2026
Regional RY4 Short-term	3 3.2	YUB 20 Marysville 9th and B St Intersection 03-3J960 In Yuba County on Route 20. Construct 2 right turn lanes from SB 70 (B St) to WB 20 (9th St).	\$2,000,000	SHOPP	2026
Regional RY5 Short-term	3 3.2	Bicyclist & Pedestrian Improvements 03-3J910 In Yuba County on Route 20 Install signs, green pavement markings, and crosswalks to improve bicyclist and pedestrian safety. This project is also located in Sacramento and Yolo Counties.	\$1,632,000	SHOPP	2025
CALTRANS PROJECTS - YUBA COUNTY (PLANNED)					
Regional RY6 Mid-term	3 3.2	COL-SAC-YUB Pump Plant Project 03-0N110 In Yuba County on Route 20 at East Marysville UP 16-0016W. Rehabilitate and replace pump plants. This project is also located in Colusa and Sacramento Counties.	\$20,325,000	SHOPP	2031
Regional RY7 Mid-term	3 3.2	Yuba River Parks Bar Bridge Preservation 03-0N150 In Yuba County on Route 20 at Yuba River Parks Bar Bridge, #16-0011. Place polyester concrete overlay on the deck and approach slabs. Repair substructure spall on Pier 5 on waterline.	\$6,575,000	SHOPP	2031
Regional RY8 Mid-term	3 3.2	Dairy Road Traffic Signal 03-1N650 In Yuba County at the intersection of Route 65 and Dairy Road. Install traffic signal.	\$4,700,000	SHOPP	2030
CALTRANS PROJECTS - YUBA COUNTY (HIGHWAY MAINTENANCE)					
		None scheduled			
OTHER Yuba-Sutter Regional Projects					
Regional R1 Long-term	3 3.2	Beale Expressway The first phase of what will ultimately be a portion of the Wheatland Hwy-65 bypass is known as the Beale Expressway which will connect Highway 65 at Riosa Road to Spenceville Road and Jasper Lane. This project serves Beale Airforce Base, future development in Wheatland and in Yuba County, and will reduce congestion on existing Hwy-65 through Sheridan and Wheatland.	\$112M	SYTIA Impact Fees, Developers, Base Access Funding, SACOG	Unknown

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
		The General Plan, adopted in 2006, provides for a bypass to be developed to the east of the existing city limits. No specific alignment for the remainder of the bypass has been determined. SYTIA is the lead agency for the project and Wheatland staff is managing the project in close coordination with Yuba County staff. 2024-25 UPDATE: In 2023 the SYTIA Board awarded a \$1.3M contract for preliminary engineering and environmental work. On June 20, 2024, the first deliverable, a Project Study Report-Project Development Support (PSR_PDS) to request programming for capital support was approved by the SYTIA Board. The City of Wheatland and Yuba County continue to seek additional funding for the final design, right-of-way and construction of this critical project.			
Regional R2 Long-Term	3 3.2	Wheatland Parkway 1A Project would construct a new freeway interchange at SR65 and South Beale Road. 2025 UPDATE: No further progress	Not Determined		
Regional R3 Mid-term	3 3.1	Feather River West Levee Project Sutter and Butte counties are planning to improve 44 miles of levees from Thermalito Afterbay south to the Sutter Bypass to reduce flood risk and remove more than 34,000 properties from FEMA Special Flood Hazard Areas. Among other important improvements, the project will sustain and grow the local economy by creating construction jobs, protecting property values, and allow for responsible residential, commercial and industrial development. Phase I –Thermalito Afterbay to Star Bend is targeted to be completed by 2016. Phase II will include the area south of Star Bend to the confluence of the Feather River and the Sutter Bypass. 2024-2025 Update: Levee repairs will be completed in two separate phases: Project I, the Feather River West Levee Project, includes work from Thermalito Afterbay to Star Bend, just south of Yuba City, and was completed at the end of 2020. Project II includes the area south of Star Bend to the confluence of the Feather River and the Sutter Bypass. Project II work completed to date includes a one-mile section of levee at Laurel Avenue, another five miles of levee improvements between Star Bend and Laurel Avenue completed by the U.S Army Corps of Engineers (USACE). USACE also completed another mile of levee improvements between Laurel Avenue and the Highway 99 bridge. SBFCA is currently in design and permitting of the last 1.6 miles of levee along the lower Feather River west levee which is scheduled to be in construction in 2025. The Feather River West Levee Project is on schedule and within budget.	\$410,000,000	State of California, property assessment revenues, Federal appropriations.	Phase 2- open ended
Regional R4 Long-term	3 3.3	Reroute Union Pacific Railroad Tracks around Marysville on the West Union Pacific Railroad track beds crisscross the community, effectively dividing neighborhoods and impeding the Lake District's potential of being prime development areas for upscale commercial and residential construction. The current track running out of Sutter County, turning south along B Street would be rerouted to the westerly city limits before turning south along a new double track bed along the Feather River levee and rejoining the existing track bed south of the city limits at approximately Erle Road in Linda.	\$60,000,000		2030
Regional R5 Short-term	3 3.1	Flood Protection of the City of Marysville A public works project to repair and upgrade the ring levee to be certified as providing a 200-year level of flood protection. The Marysville Ring Levee project is a multi-phase project that will upgrade the levee that surrounds	\$92,500,000 \$13,000,000	U.S Army Corp of Engineers	2025

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
		Marysville. The primary purpose of the project is to strengthen the existing levee by implementing additional measures to reduce the likelihood of through- and under-seepage. The U.S. Army Corps of Engineers Sacramento District is partnering with the California Central Valley Flood Protection Board and the Marysville Levee District to complete the estimated \$92.5 million project. The state of California has appropriated \$17 million toward the project as part of their commitment to upgrade the state's levee systems. Currently, project completion is slated for 2019. The project is designed and constructed to meet the state's requirement of 200 year-level flood risk for urban areas - or a 1-in-200 chance of flooding in any given year. Due to the elevation of the levees, the project will surpass those criteria making Marysville one of the lowest at-risk cities in California's Central Valley after all flood reduction measures are constructed. 2024-2025 UPDATE: NEARING COMPLETION--FOURTEEN years and more than \$100 million after it began, the U.S. Army Corps of Engineers is nearing completion of the Marysville Ring Levee Project. On Thursday, a compactor worked back and forth on the levee within site of the traffic backed up on the 10th Street Bridge. The multi-phase project to upgrade the 7.6 mile ring of levees that have kept Marysville from flooding since 1875 began in 2010. The project, which includes installation of seepage cutoff walls to depths greater than 100 feet, and stability berms, is designed to meet the 200 year-level flood risk for urban areas--or a 1-in-200 chance of flooding in any given year, but the Army Corps states that due to the elevation of Marysville's levees, the project will surpass that criteria making Marysville one of the lowest at-risk cities in California's Central Valley after the project is completed.	\$200,000	YWA	
Regional R6 Long-Term	3 3.1	South Yuba County Regional Water/Wastewater Project Yuba County, the Olivehurst Public Utility District (OPUD), the City of Wheatland, and Yuba Water Agency have partnered to develop and implement a regional solution for immediate and future wastewater needs. The initial phase of the regionalization project is to connect two disadvantaged communities (DAC), Wheatland and Olivehurst. The project will connect Wheatland to OPUD for the provision of wastewater collection and treatment which allows for the decommissioning of Wheatland's aging wastewater treatment plant. Efforts are being coordinated to obtain state and federal grant funding for this project, which will provide a more efficient and effective wastewater solution and protect the groundwater basins in south Yuba County. Design and environmental review are complete and being reviewed for state grant approval. Phase 2 of this regionalization project is to expand water and wastewater lines for the County's employment corridor and Sports and Entertainment Zone. 2024-2025 UPDATE: OPUD and Wheatland have submitted an application to the State Water Resources Control Board Clean Water State Revolving Fund (SCWSRF) for construction funding for the regional pipeline from Wheatland to OPUD and for other necessary improvements to the OPUD wastewater treatment plant. The application is complete, and the project is categorized as "fundable" by the SWRCB and is going through the required stages of review by SWRCB staff. This grant would fund approximately \$30 million of the estimated \$130 million needed for the project. OPUD and Wheatland have also each submitted applications for \$20 million (\$40 million total) to the US EPA's Environmental and Climate Justice Community Change Grants Program. In conjunction with the Yuba-Sutter EDC, additional grants for up to \$10 million have been submitted to US EDA. Yuba Water Agency is exploring options to loan the remaining funds necessary to complete the project. In addition, further expansion of this regional water/wastewater system to enable commercial and industrial development is designed and funding sources for the approximately \$70 million needed for the project are being explored. Construction on the project is planned for 2025	\$200,000,000	State – SWRB(\$30M) Local – YWA and OPUD \$17M Federal – EPA\$40M Federal – EDA \$10 M	2028

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
YUBA-SUTTER TRANSPORTATION PROJECTS					
Regional YST1 Short-Term	3 3.3	Dial-A-Ride Bus Replacement (6) – Replacement of existing buses to zero-emissions buses. 2024-2025 UPDATE: Completed	\$1,200,000	Federal, State	2024
			PROJECT COMPLETED 2024		
Regional YST2 Mid-Term	3 3.3	Facility Replacement. Yuba-Sutter Transit continues to plan for the replacement of its current operations, maintenance, and administration facility at 2100 B Street in Marysville. A new location is needed because this undersized and technologically obsolete 1960's-era former Seven-Up Bottling Plant that was converted to transit use in 1996, lacks sufficient capacity to accommodate the infrastructure needed to meet the state mandate that only zero-emission buses can be purchased after 2028. 2024-2025 UPDATE: Yuba-Sutter Transit has been awarded over \$52 million in funding from federal, state and regional grant programs to design and construct what is currently estimated to be a \$55.8 million project. Environmental and preliminary engineering work commenced in 2024 to refine the project and update the early conceptual cost estimate based on updated fleet and service assumptions. This effort will also improve the likelihood of success in the future rounds of grant applications to complete the funding package.	\$55,800,000	Federal, State, Regional, Local	2027
Regional YST3 Long-Term	3 3.3	Dial-A-Ride Bus Replacement (10) – Replacement of existing buses to zero-emissions buses. 2024-2025 UPDATE: Pursuant to adopted plans, this purchase would be for up to 15 zero-emission buses to replace and expand the existing Dial-A-Ride bus fleet.	\$6,000,000	Federal, State	2027
Regional YST4 Long-Term	3 3.3	Commuter Bus Replacement (6) – Replacement of existing buses to zero-emissions buses. 2024-2025 UPDATE: Pursuant to adopted plans and the resulting reduced emphasis on intercity commuter service, this purchase would replace just four of six buses.	\$5,600,000	Federal, State	2027
BEALE AIR FORCE BASE PROJECTS					
Regional BAFB 1 Short-Term	1 1.1	BAFB-Repair Intelligence, Surveillance, Reconnaissance (ISR), B2145 Design-Bid-Build Project. This project architecturally modernizes and renovates Facility B2145 It was originally constructed in the late 1950's and is approximately 179,000 square feet in area with administrative space for multiple user groups performing intelligence missions, some in controlled spaces. Work will include replacing aging building utilities, providing communication rooms, data centers, secure spaces, and server rooms per each organization's requirements. Construction will include a new entrance atrium, an additional elevator, as well as a three-story stairwell. 2024-2025 UPDATE: Awarded May 2024. In progress.	\$215M	Federal (O&M)	Sep 2028
Regional BAFB 2 Short-Term	1 1.1	BAFB – 4 MW Photovoltaic (1218 Power Supply) Construct a ground-mounted photovoltaic (PV) solar panel system to include structural support, inverter, distribution extension, grid connections, an integrated automation control and monitoring system and microgrid ready hardware. 2024-2025 UPDATE: In progress	\$4M	Federal (O&M)	Oct 2025
Regional BAFB 3	1 1.1	BAFB - 2 MW Solar Array & Microgrid/Battery Storage Projects (ERCIP)	\$4M	Federal (O&M)	Oct 2025

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
Short-Term		Install an advanced microgrid controller with a 1MW/4MWh battery energy storage system (BESS). Integrate with proposed 2MW solar photovoltaic system to charge the BESS and provide demand response capabilities. 2024-2025 UPDATE: In progress			
Regional BAFB 4 Short-Term	1 1.1	BAFB-Substation B1149 Completely replace the Doolittle substation and update to control the 2MW solar array and 4MW Photovoltaic 2024-2025 UPDATE: In progress	\$8M	Federal (O&M)	Oct 2025
Regional BAFB 5 Short-Term	1 1.1	BAFB- Construct Fuel Hydrant System MILCON Replace aging underground Fuel Hydrant System. Install security lighting at the Hydrant Storage System. Install electric product recover pumps for water draw off at tanks. Install proper drainage around hydrant secondary containment berms. Install all pipe supports, equipment, and appurtenances related to the new JP-8 fuel piping. Install audible alarms on tanks and pump house. 2024-2025 UPDATE: In progress	\$45M	Federal (MILCON)	Dec 2025
Regional BAFB 6 Short-Term	1 1.1	BAFB- Repair J Street Water Mains, Phase 1 (D-B) This project models, designs and conducts repairs to the existing in-service steel drinking water main line distribution system by slip-lining or pipe bursting, or a combination of both methods. The project also includes installing a new 12-inch water line along Gavin Mandery Drive. The new line will bring the distribution system into compliance with Safe Drinking Water.	\$3.3M	Federal (O&M)	2024
			PROJECT COMPLETED 2024 \$3.3 Million		
Regional BAFB 7 Short-Term	1 1.1	BAFB- Repair Upgraded Early Warning Radar (UEWR) Substation B5770 The work consists of the study and development of a complete design, including (1) Creating Demolition drawings for the existing 60/4kV Substation and associated connectivity, and (2) Development of a complete design of a new 60/4kV Substation Replacing the existing Substation. 2024-2025 UPDATE: Project cancelled 2022, recompeting for funds.	\$7M-\$10M	Federal (O&M)	2026
Regional BAFB 8 Short-Term	1 1.1	BAFB- Beale WAPA Interconnection Project (BWIP) Improve Resiliency, Reliability & Redundant Power Delivery. Bring a feed from federal grid system directly to Beale AFB 2024-2025 UPDATE: In progress	\$45M	Federal (Energy Resiliency Capital Improvements Program - ERCIP)	Dec 2025
Regional BAFB 9 Short-Term	1 1.1	BAFB- Replace B3340 Artificial Turf: Soccer Field at Youth Center Converting grass turf to artificial turf with sprinkler and drainage system.	\$1M-\$3M	Federal (O&M)	2026
Regional BAFB 10 Short-Term	1 1.1	Base-wide Paving Renovation of multiple locations on base for asphalt and concrete. Includes repaving of A St. Roadway, B St & Warren Shingle Intersection, C St. Roadway, Camp Beale Rd, Taxiway Alpha Shoulder, three parking lots, and two guardrail repairs. 2024-2025 UPDATE: Awarded Sep 2024. In progress	\$3.35M	Federal (O&M)	Sep 2025
Regional BAFB 11 Short-Term	1 1.1	Repair Airman Dormitories B24110 & B24114 Perform complete renovation and modernization of two dormitory facilities. Repair structural damage after a severe water leak which damaged flooring and walls.	\$21M	Federal (O&M)	Apr 2026

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
		2024-2025 UPDATE: In progress			
Regional BAFB 12 Short-Term	1 1.1	Construct Multi-Bay Hangar Dock 11 Design-Build. Construct a three-bay hangar totaling 125,000 square-foot capable of housing four U-2 aircraft. 2024-2025 UPDATE: In progress	\$142M	Federal (Acquisition)	Oct 2025
Regional BAFB 13 Short-Term	1 1.1	Construct Multi-Domain Operations Complex (MDOC) Design-Build. Construct a 128K SF, 2-bay hangar to support capabilities essential to high-altitude Intelligence Surveillance and Reconnaissance missions & multi-domain operations now and into the future. 2024-2025 UPDATE: 35% designed. Award in late 2025	\$100-\$200M	Federal (MILCON)	Mar 2029
Regional BAFB 14 Short-Term	1 1.1	Construct 940th Air Refueling Wing (ARW) Squad Ops/AMU Construct a new facility to serve as squadron operations and aircraft maintenance for the 940 ARW's KC-135 refueling mission. 204-2025 UPDATE: In progress	\$37M	Federal (MILCON)	Mar 2025
Regional BAFB 15 Short-Term	1 1.1	Repair Fire Suppression in U-2 Shelters, B.1068/B1067 Repair suppression indication, and notification systems. 2024-2025 UPDATE: In progress	\$1.7M	Federal (O&M)	Apr 2025
Regional BAFB 16 Short-Term	1 1.1	Repair Beale Wastewater Treatment Plant Rehabilitates and upgrades the most critical components of the plant to modern standards. Construct a Grit Removal System, Repair Trickling Filter 2, Repair Secondary Clarifier, Provide Launder Cover, and Upgrade interior space. The plant was originally construction in 1944. An additional \$3-\$5M repair to an additional component will be bid in FY25. Remaining repairs are competing for FY26 centralized funding. 2024-2025 UPDATE: Awarded Sep 2024. Preparing to start work.	\$9.7M	Federal (O&M)	April 2026
Regional BAFB 17 Short Term	1 1.1	Add Alter 940th Alert Facility Repair existing building and add additional rooms to make an alert facility. 2024-2025 UPDATE: Rebid FY25	\$6-\$10M	Federal (MILCON / O&M)	2026
Regional BAFB 18 Short Term	1 1.1	Repair 125 Ton Chiller at Child Development Center, B2443 Replace 125-ton chiller & piping 2024-2025 UPDATE: Awarded Sep 2025	\$0.4M	Federal (O&M)	2025
Regional BAFB 19 Short Term	1 1.1	Convert HVAC Heat Pump & Split Buildings B25215/B25216 Replace chiller system with HVAC system both building, separated. 2024-2025 UPDATE: Study in progress; Design next	\$2-\$4M	Federal (O&M)	2026
Regional BAFB 20 Short Term	1 1.1	Repair Wells (7) Cathodic Protection System Repair by replacement 7 cathodic protection systems at water wells. 2024-2025 UPDATE: Awarded Sep 2024	\$0.3M	Federal (O&M)	2025
Regional BAFB 21 Short Term	1 1.1	Construct Wheatland Entry Control Point Construction new entry control point at Wheatland Gate to include, roadway, building and canopy. Widen to three entry control lanes, each with a guard house. Improve to latest Anti-Terrorism / Force Protection (AT/FP) standards.	\$15-\$20M	Federal (MILCON / O&M)	2027

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
		2024-2025 UPDATE: 100% Designed. Competing for funding FY26.			
Regional BAFB 22 Short Term	1 1.1	Replace 12KV Power Poles, Wiring, & Switches to Feeder Circuit #8 2024-2025 UPDATE: Award in Q3 FY25	\$0.5-\$2M	Federal (O&M)	2026
Regional BAFB 23 Short Term	1 1.1	Repair 10" Waterline Replace 10" WL along Warren Shingle Rd from B Street to A Street 2024-2025 UPDATE: Award in Q4 FY25	\$0.5-\$2M	Federal (O&M)	2026
Sutter County					
Sutter Co. S1 Mid-term	1 3.1	Establish a Marketing Committee to Promote Sutter County Agriculture Work with cities and other appropriate agencies and interests to establish a marketing committee to promote Sutter County agriculture through the following and other means: agricultural industry promotional activities, including farmers markets; agri-tourism marketing; marketing of locally grown food; and promotion of events that expose residents of urban places to agricultural activities and issues.	Not determined		
Sutter Co. S2 Mid-term	1 3.1	Rural Farm-to-Market Road Network, Improvement, Maintenance and Preservation Insufficient Highway Users Tax Account (HUTA) gas tax revenues are significantly impacting County's ability to maintain farm-to-market road network. State legislation is being considered to help cover the shortfall. Projects include safety, maintenance and complete streets. 2024-2025 Update: No substantial change	\$4,000,000	SB1 funding	Ongoing
Sutter Co. S3 Short-term	4 4.2	850 Gray Avenue – Health & Human Services The county intends to locate most of its Health and Human Services Department to the former K-Mart Building located at 850 Gray Avenue. Due to significant cost escalations for the tenant improvements, and a lack of available funding, the County has cancelled the project and is pursuing other opportunities for the property. 2024-2025 Update: Project cancelled. County intends to sell the property.	15,000,000	County	June 2020 –Design Complete
Sutter Co. S4 Short-term	3 3.2	Howsley Road Bridge Replacement The county will replace the existing two-lane 260-foot-long bridge utilizing FHWA Highway Bridge Program funds. 2024-2025 Update: The design phase will be completed by June 2025 at which time the County will seek the required federal funding.	\$23M	FHWA 88.53% County 11.53%	June 2025 Design Nov. 2027 Const.
Sutter Co. S5 Short-term	3 3.2	Larkin Road Bridge Replacement The county will replace the existing two-lane 40-foot-long bridge utilizing FHWA Highway Bridge Program funds. 2024-2025 Update: The County has received federal funds to update the design and environmental permits. Construction is anticipated in FY 2027-28.	\$2M	FHWA 88.53% County 11.53%	June 2025 Design Nov. 2028 Const.
Sutter Co. S6 Short-term	3 3.2	Nicolaus Avenue Bridge Replacement The county will replace the existing two-lane 70-foot-long bridge utilizing FHWA Highway Bridge Program funds. 2024-2025 Update: The County has received federal funds to update the design and environmental permits. Construction is anticipated in FY 2027-28.	\$3M	FHWA 88.53% County 11.53%	June 2025 Design Nov. 2028 Const.
Sutter Co. S7	3 3.2	Tisdale Road Bridge Replacement	\$1.5M	FHWA 88.53% County 11.53%	June 2020 Design

Jurisdiction Project No. Priority	Goal Objec tive	Project Description	Total Cost	Funding Sources	Project Date
Short-term		The county will replace the existing two-lane 40-foot-long bridge utilizing FHWA Highway Bridge Program funds. 2024-2025 Update: Final right-of-way documents are in process. Construction is anticipated in FY 2025-26.			Nov. 2026 Const.
Sutter Co. S8 Short-term	3 3.2	Kent Avenue Bridge Replacement The county will replace the existing two-lane 80-foot-long bridge utilizing FHWA Highway Bridge Program funds. 2024-2025 Update: Final right-of-way documents are in process. Construction is anticipated in FY 2028-29.	\$2M	FHWA 88.53% County 11.53%	June 2020 Design Nov. 2029 Const.
Yuba County					
Yuba Co. Y1 Long-term	3 3.2	Goldfields Parkway This public works project would construct a four-lane arterial around the easterly side of Marysville through the East Linda Specific Plan from Highway 65 at McGowan Parkway to Highway 20 at Plantz Road. 2024-2025 UPDATE: Design complete for section from North Beale Road to Hammonton Smartsville. Rough grading is complete and applying for funds to pave this section.	\$150,000,000		2026
			ERLE RD. TO N. BEALE SEGMENT COMPLETED 2021		
Yuba Co. Y2 Mid-term	3 3.2	Highway 70/Plumas Lake Boulevard Interchange – Phase 2 This public works project would link Phase 1 of the Highway 70/Plumas-Arboga Interchange to the eastern Phase 2 component of the interchange to include a Union Pacific Railroad overpass. 2024-2025 UPDATE: Design is 65% completed. County was awarded \$35,000,000 federal grant to fully fund construction. Construction will likely start in 2026.	\$35,000,000		2026
Yuba Co. Y3 Mid-term	3 3.2	Erle Road Interchange This public works project would upgrade and expand an existing interchange facility at Erle Road and Highway 70 to provide greater capacity. 2024-2025 UPDATE: No substantial change	\$20,000,000		
Yuba Co. Y4 Mid-term	3 3.1	East Linda Detention Basin This public works project would expand an existing detention pond to serve East Linda and is referred to within the South Yuba Master Drainage Plan. 2024-2025 UPDATE: This is now complete.	\$3,000,000	Local (Drainage Impact Fees)	2024
			PROJECT COMPLETED 2024 \$3 million		
Yuba Co. Y5 Short-term	3 3.2	North Beale Road Revitalization Improvements This public works project consists of implementing the road improvements recommended by the East Linda Revitalization Plan which consists of sidewalks, landscaped medians, street lighting, and parking that would improve the safety of the road for motorists, bicyclists and pedestrians as well as improve the appearance of the road corridor to help attract new and retain existing businesses. 2024-2025 UPDATE: North Beale Road Complete Streets Phase II (Hammonton-Smartsville to Linda Ave) is complete. The County secured grant funding to fund phase III (Linda Avenue to approximately 2,400 feet east). The Phase III design was recently completed and construction will start in spring of 2025. Phase IV and V still in progress.	\$22,000,000	Federal and state transpor- tation funds	2022
			PHASES I and II COMPLETE, LINDHURST AVE. TO LINDA AVE. - \$14 Million		
Yuba Co. Y6	4 4.1	Bikeways and Pedestrian Trails	\$6,500,000	Local (Development)	Ongoing

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
Mid-Term		Bikeways and pedestrian trails provide an alternative mode of transportation as well as an outdoor activity that has the added benefit of connecting people with other points of interest. In January 2013, Yuba County adopted an update to the Yuba County Bikeway Master Plan, which lists and prioritizes projects and their estimated costs.		Impact Fees) & Prob 68	
			Mobility Plan Completed & ½ Mile Bike Path (Bear River Levee to Feather River Blvd. \$300,000		
Yuba Co. Y7 Ongoing	4 4.2	14Forward Homeless Yuba County partnered with several nonprofit agencies and the private sector to develop 14FORWARD, a temporary shelter and resource center for the homeless. The site includes 25 2-person structures, an onsite manager, dog facility, and provides services and resources to move the homeless toward permanent employment and housing. 2024-2025 Update: The Salvation Army served 253 people in 2024 at 14Forward. Shelter was offered to every young person between the ages of 18-24 who was experiencing homelessness, resulting in 19 young people receiving shelter assistance during the year. 63 people aged 55 and older were provided services at the shelter as well, with the eldest being 84 years of age. The Salvation Army continues to implement facility improvements to enhance safety and security.	2,500,000	State, local, federal	Ongoing
Yuba Co. Y8 Mid-Term	3 3.2	County Bridge/Culvert Repair There are 75 HBP-eligible bridges (greater than 20' in length) and numerous other culvert and drainage structures owned and maintained by Yuba County. Currently the County has 75 bridges that are of sufficient length (>20') to be eligible for Caltrans inspection. Of these, 29 bridges have a SR below 80 and above 50 which qualify for HBP rehabilitation funds, and 8 bridges have a SR below 50 which qualify for HBP replacement funds. 2024-2025 UPDATE: Spring Valley Road bridge replacement completed. Other current bridge replacement projects include Los Verjeles Road, Waldo Road, and Ellis Road. Los Verjeles is currently being constructed and expected to be complete in spring of 2025. Ellis Road and Waldo Road bridge replacements currently are in design. The County applied for an additional five bridge projects through the HBP	16,810,000	HBP FSTIP	Ongoing
			SPRING VALLEY BRIDGE COMPLETED \$3.3 Million (Federal)		
Yuba Co. Y9 Mid-Term	3 3.2	Linda – Cedar Lane and Alicia Avenue Project This public works project consists of implementing road improvements to Cedar Lane and Alicia Avenue (from Riverside to Feather River Blvd) in West Linda. This project includes improvements to: curb, gutter, sidewalk, drainage and street overlay 2024-2025 UPDATE: Project completed.	3,030,000	ATP	2024
			PROJECT COMPLETED \$4.4 Million (State)		
Yuba Co. Y10 Mid-Term	3 3.2	McGowan Parkway Project This public works project consists of implementing road improvements to McGowan Parkway between SR 70 and SR 65 in Olivehurst. This project includes improvements to: curb, gutter, sidewalk, drainage and street overlay. 2024-2025 UPDATE: Project completed	6,000,000	ATP/LPP/ARPA	2024
			PROJECT COMPLETED \$6 Million (State & Federal)		
Yuba Co. Y11 Mid-Term	3 3.2	Feather River Boulevard Project This public works project consists of implementing road improvements to Feather River Blvd. between Arboga Road and Alicia Avenue in West Linda. This project includes improvements to curb, gutter, sidewalk, drainage and street overlay. 2024-2025 UPDATES: Construction will be complete in summer of 2025	1,550,000	SACOG One- Time Funding 2019	2025

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
Yuba Co. Y12 Mid-Term	3 3.1	Yuba County Broadband Initiative The County of Yuba seeks to improve broadband service county-wide to support economic growth, enhance community resilience, and bolster connectivity. This initiative will remain a priority for the County into the foreseeable future, due to the complex nature and ever-evolving technological advances of the industry. Currently, the County in partnership with the Yuba Water Agency and Valley Vision, is developing a Broadband Master Plan highlighting industry best practices and community specific opportunities to expedite enhanced broadband services. 2024-2025 UPDATE: No substantial update	\$125,000 \$500,000	EDA Planning Grant CPUC	Ongoing
Yuba Co. Y13 Mid-Term	3 3.2	Garden Avenue Active Transportation Projects This public works project consists of implementing road improvements to Garden Avenue (from Feather River Blvd to Riverside Drive) in West Linda. This project includes improvements to curb, gutter, sidewalk, drainage and street overlay. 2024-2025 UPDATE: Construction underway. Project will be complete in summer of 2025.	2,500,000	ATP	2025
Yuba Co. Y14 Mid-Term	3 3.2	South Yuba Transportation Improvement Authority (SYTIA) Projects The County and Wheatland, on behalf of SYTIA, have begun advancing projects including the East Wheatland Expressway and a new connector at South Beale Road and State Route 65. 2024-2025 UPDATE: Project Study Report complete for East Wheatland Expressway and nearing completion for South Beale Road Railroad Crossing Elimination Project.	620,000,000	SYTIA	2025
Yuba Co. Y15 Mid-Term	3 3.2	West Linda ATP Project The County was awarded (pending CTC vote) \$27million to implement road improvements throughout West Linda to transform the community with sidewalks, bicycle lanes, and drainage and street improvements. 2024-2025 UPDATE: Design at 65%.	27,000,000	ATP/YWA	2025
Yuba Co. Y16 Mid-Term	3 3.1	Lindhurst Corridor Beautification Project The County is currently seeking design and construction funds to ultimately beautify and enhance Lindhurst Avenue from Erle Road to State Route 70. This project consists of major complete street improvements such as sidewalks, bicycle lanes, landscaping, and storm drainage necessary to revitalize the commercial corridor. The County is currently installing the first phase of storm drainage infrastructure from Chestnut Pond to Scales Avenue. 2024-2025 UPDATE: County was awarded \$3,000,000 from a federal Reconnecting Communities grant for design and will begin in 2025.	25,000,000	Local/State/Federal	2027
Yuba Co. YA1 Mid-term	3 3.1	Relocate Airport Drainage Ditch This project would relocate a major drainage ditch that currently cuts through industrial properties, limiting their use. The project proposes to realign the ditch along a new access road allowing a clear security separation for the airport and industrial areas and provides the ability to market additional industrial properties for new capital investment and new employment opportunities. 2024-2025 UPDATE: No substantial update	5,000,000		
Yuba Co. YA2	3 3.1	Yuba County Airport Terminal Building	\$23,000,000		

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
Mid-term		This public works project would construct a new 25,000-square-foot Yuba County Airport terminal building. This building would include a parking lot, sewage system, street improvements and landscaping. 2024-2025 UPDATE: No substantial update			
Yuba Co. YA3 Short-term	3 3.2	On-Site and Off-Site Improvements to Industrial Park No. 2 This project would connect the road that ends at Skyway Drive to a 30-acre industrial park and provide an access road, curbs, gutters, and drainage facilities necessary to serve Industrial Park No. 2. 2024-2025 UPDATE: No substantial update	\$5,800,000		
Yuba Co. YA4 Short-term	3 3.1	Site Improvements to Industrial Park Site No. 2 This public works project would provide street improvements, sewer system improvements, and water system improvements to provide access to 14 aviation-related corporate hangar lots, 10 acres of industrial property, and provide emergency access to the airport's crosswind runway. 2024-2025 UPDATE: No substantial update	\$4,300,000	Federal and local funds	
Yuba Co. YA5 Mid-term	3 3.1	Site Improvements to Industrial Park Sites No. 3 and 4 This public works project would improve the streets, drainage, and sewer facilities. Eleventh Avenue would be extended from Arboga Road into the airport and Aviation Way would connect Arboga Road to Eleventh Avenue and Sky Harbor Drive, providing access to 30 acres of industrial property. 2024-2025 UPDATE: No substantial update	\$7,500,000	Federal and local funds	
Yuba Co. YA6 Short-term	3 3.1	Yuba County Airport Rails to Trails Project Yuba County Airport property is bisected and bounded by an unused rail system. Removing railroad grade would make Industrial Tract 2 accessible to Feather River Boulevard as well as making certain properties in Industrial Tract 1 accessible to the airport via roads and/or taxiways. 2024-2025 UPDATE: No substantial update	\$6,000,000	Federal and Local funds	
Yuba Co. YA7 Short-term	3 3.1	Inside Airport Fence, Perimeter Ring Road Safety and Security and priority to ensuring proper mix of aviation and industrial tenants at the airport. 2024-2025 UPDATE: No substantial update	\$2,000,000	Federal and Local funds	
Yuba Co. YA8 Short-term	3 3.1	Site Improvements to Airport Parcel in Industrial Park Site No. 5 Grading and infrastructure to Airport parcel with bi-modal access. Including grading, storm drainage, water, wastewater and utilities. 2024-2025 UPDATE: No substantial update	\$1,800,000	Federal and Local funds	
Yuba Co. YA9 Short-term	3 3.1	Yuba County Airport – Sky Harbor Drive Entrance This project will replace the failing irrigation and landscape with a drought tolerant mix. 2024-2025 UPDATE: No substantial update	\$390,000	Federal and Local funds	
Yuba Co. YA10 Short-term	3 3.1	Site Improvements to Airport apron-adjacent pad This public works project would provide the site-prep and infrastructure, including sewer, water, telecommunication, and utilities, to this premium site. This location has been identified as ideal for airport support, aviation support, and aeronautical services to include (but not limited to): aircraft maintenance,	\$2,400,000	Federal and Local funds	

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
		flight instruction, aircraft rental, hangaring, fueling, tie-down support, parking support and similar aviation services. 2024-2025 UPDATE: No substantial update			
Yuba Co. RD1 Long-term	3 3.1	West Linda Detention Basin and Pumping Station This public works project will modify the existing low-lying area into a detention basin and create a pumping station to handle drainage within the West Linda area and create a multi-use recreational field/park that benefits existing low-income residents and businesses. 2024-2025 UPDATE: No substantial change	\$4,500,000		
Yuba Co. RD2 Long-term	3 3.1	Plumas Lake Pond Improvements This public works project would obtain right of ways and channel improvements to convey 100-year storm runoff flows for central Plumas Lake adjacent to the Plumas Lake Golf Course. 2024-2025 RD784 Update: No change.	\$2,750,000		
Yuba Co. RD3 Long-term	3 3.1	Pump Station No. 10 Upgrades This public works project would upgrade Pump Station No. 10; provide backup power, permanent outfall piping, and redundant pump for the facility serving the central Plumas Lake Specific Plan area. 2024-2025 RD784 Update: Project is in the design and permitting stages	\$6,100,000	Cost Share Local Grant	2025
Yuba Co. RD4 Long-term	3 3.1	Upper Lateral 13 Improvements This public works project would provide drainage improvements for the northern portion of the Plumas Lake Specific Plan area between Ella Road and Plumas Lake Golf Course and consists of channel improvements and culvert crossing replacements and improvements. 2024-2025 RD784 Update: No change.	\$1,050,000		
Yuba Co. RD5 Mid-term	3 3.1	Lateral 15 Improvements This public works project would improve the main Reclamation District 784 lateral that provides drainage for the North Arboga Study Area and Plumas Lake area and will widen and deepen existing channels to meet future drainage capacity. 2024-2025 RD784 Update: No change.	\$2,800,000		
Yuba Co. RD6 Mid-term	3 3.1	Upper Lateral 15 Bingham Canal Improvements This public works project would replace culvert crossings under county roads that are substandard to improve drainage in the West Linda area and would eliminate need for the Health and Human Services building detention basin. 2024-2025 RD784 Update: No change.	\$1,700,000		
Yuba Co. RD7 Short-term	3 3.1	Storm Drainpipe Replacements This public works project will replace up to 6 aging pipes located within the rural levee portion of the District. 2024-2025 Update: Project approval received from the state and is slated to begin in 2025.	\$4,500,000	Local Grant	2025
Yuba Co. RD8 Short-term	3 3.1	Pump Station No. 2 Upgrades This public works project would upgrade Pump Station No. 2; provide additional pump, motor, pipe installations, & MCC/PLC upgrades.	\$650,000		2028

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
		2024-2025 RD784 Update: New project			
Yuba Co. RD9 Short-term	3 3.1	Lateral No. 15 – Railroad Culverts Crossing Updates This public works project would replace a total of (4) existing aged pipe culverts which connect Laterals 15 (N) and 17. 2024-2025 RD784 Update: New project	\$1,560,000		2028
Yuba Co. RD10 Short-term	3 3.1	Pump Station No. 1 Removal This public works project would remove and dispose of the existing pumps, motors, deck, and associated electrical components which are no longer needed. 2024-2025 Update: New project	\$975,000		2028
Yuba Co. RD11 Short-term	3 3.1	Pump Station No. 4 Removal This public works project would remove and dispose of the existing pumps, motors, pipes, deck, and associated electrical components which are no longer needed. 2024-2025 Update: New project	\$260,000		2028
Yuba Co. RD12 Short-term	3 3.1	Pump Station No. 4 Outfall Pipe Removal This public works project would remove and dispose of the existing gravity outfall pipe to the Clark Lateral which is no longer needed. 2024-2025 Update: New project	\$715,000		2028
Yuba Co. RD13 Short-term	3 3.1	Basin C to B Pipe Connection Replacement This public works project would replace the existing aged Basin C to B pipe connection and will include a new sluice gate. 2024-2025 Update: New project	\$585,000		2028
Yuba Co. RD14 Mid-term	3 3.1	Pump Station No. 7 Outfall Ditch Improvements This public works project would create a District operated and maintained outfall ditch for water pumped from Pump Station 7 which currently sheet flows along the railroad embankment area to the Bingham Canal. 2024-2025 Update: New project	\$975,000		2029
Yuba Co. RD15 Mid-term	3 3.1	Pump Station No. 9 Upgrades This public works project would upgrade the existing facilities and will also add additional capacity to handle future County Improvements in West Linda 2024-2025 Update: New project	\$3,445,000		2029
Yuba Co. RD16 Mid-term	3 3.1	Security Camera Installations This public works project would include the installation of CCTV security cameras at Pump Stations 2, 3, 6, 7, 8, 9, & 10 2024-2025 Update: New project	\$180,000		2029
Yuba Co. RD17 Mid-term	3 3.1	Piezometer & Inclinator Replacements This public works project would replace all existing aged piezometers and inclinometers in the levees which enable staff and engineers to collect data on groundwater levels and to identify possible deformations. 2024-2025 Update: New project	\$325,000		2029

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
Yuba Co. RD18 Mid-term	3 3.1	SCADA System Upgrades This public works project would replace the District's existing aged SCADA (Supervisory Control & Data Acquisition) system which allows staff to monitor all RD784 pump station activity remotely. 2024-2025 Update: New project	\$1,200,000		2029
Yuba Co. RD19 Mid-term	3 3.1	Pump Station No. 5 Replacement This public works project is to remove and reconstruct Pump Station No. 5, which is to include a larger catch basin, new pumps, motors, & all telemetry SCADA communications. The project may be constructed at a new site. 2024-2025 Update: New project	\$8,450,000		2030
Yuba Co. RD20 Mid-term	3 3.1	Lateral 5 Upgrades This public works project would replace the open ditch Lateral 5 with closed pipe to connect Lateral 15 (S) to Laterals 19 & Linear Pond 20. 2024-2025 Update: New project	\$2,145,000		2030
Yub21Co. RD21 Mid-term	3 3.1	Pump Station No. 10 Outflow Canal This public works project would complete the final phase of the construction of pump station 10 with the construction of an outflow canal between the Setback Levee and the Feather River. 2024-2025 Update: New project	\$1,105,000		2035
Yuba Co. RD22 Long-term	3 3.2	Levee Toe Access Road This public works project would provide approximately 15 miles of all-weather gravel road construction/rehabilitation on the land and waterside toe areas of the Feather River Levee between Starr Bend and Island Avenue. 2024-2025 Update: New project	\$1,950,000		2035
Yuba Co. OPUD1 Mid-term	3 3.1	Replace Aging/Failing Water Infrastructure OPUD currently has a great deal of steel water mains in Olivehurst. The aging steel main fails regularly due to corrosion. 2024-2025 update: OPUD secured the necessary 8-million-dollar funding in order to meet all the steel water gaining main replacement. This year OPUD award phase I construction work for the steel main replacement of roughly 7800 LF. Phase II bids will go out in early 2025 and that will replace roughly 13-14,000 LF of Steel Main Pipe.	\$10,400,000	Federal, State	2029
Yuba Co. OPUD2 Mid-term	3 3.1	Mary/George/Harvey Sewer and Water Improvements, Olivehurst A public works project that would help in an area with limited water service and no sewer service. This area has chronic problems with septic tank failures and private well contamination. 2024-2025 UPDATE: OPUD secured Sewer design from the Water Agency and is currently in design for Sewer. OPUD submitted a Water application to State to move to the next phase which would be design-build of the project. PSOMAS Engineering was awarded design of both projects. OPUD sewer Design award was roughly \$600,000.	\$950,000	Federal, State	2029
Yuba Co. OPUD3 Long-term	3 3.1	Rancho Road/Highway 65 Commercial and Industrial Area This public works project is necessary to provide a sewer and water line to properties in and around the Rancho Road/Highway 65 industrial properties to support current and future industrial park development plans.	\$50,000,000	Federal, State and local funds	2031

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
		2024-2025 UPDATE: No update provided.			
Yuba Co. LCWD1 Short-term	3 3.1	Linda Avenue/Griffith Water Treatment This Linda County Water District project would construct Well No. 17 and a water treatment facility at Linda Avenue at Griffith, to serve the East Linda Specific Plan area. 2024-2025 UPDATE: Project is under construction with a current anticipated finish date in March 2025.	\$18,000,000	State SRF program, DWR, Local	2025
Yuba Co. PVT1 Mid Term	4 4.1	Forest Biomass Business Center Development – Camptonville Camptonville Community Partnership (CCP), is a small, rural, community-based non-profit organization located in the town of Camptonville in the Yuba County foothills that proposes to develop a small forest biomass to energy facility that would be part of a new small business campus, located in an unincorporated area approximately 11 miles southwest of Camptonville and 3 miles east of Dobbins. CCP intends to attract other businesses to the site, where heat and power would be available from the facility making the overall facility a high efficiency combined heat and power operation. 2024-2025 Update: The community scale 5mw biomass to energy power plant will be developed by Engeman Camptonville Green Energy (ECGE). It is spearheaded by an innovative and unique partnership between Camptonville Community Partnership (CCP), a local nonprofit and Engeman Camptonville Green Energy, a leading bio-energy developer. The Project will process unmerchantable woody material from large scale forest restoration projects happening in the Yuba River watershed, increasing the pace and scale of work to improve forest health and reduce the risk of catastrophic wildfire while allowing for many good paying jobs in the area In September 2024 Yuba Water Agency (Yuba Water) Board of Directors unanimously voted to approve a \$8.3 million low-interest loan and a \$7 million grant to construct the community-size 5-megawatt (MW) woody biomass to energy plant. This funding will allow CCP to leverage over \$4.5 million dollars of grant funding from the Sierra Nevada Conservancy and the California Energy Commission. Clearing of trees and shrubs began in late December. 2024. Certain long-lead time major equipment for the plant has been ordered as of late 2024.	\$2,326,455 \$660,837 \$47,817 \$1,346,000 \$4,999,000 \$8,300,000 \$7,000,000	Sierra Nevada Conservancy USDA National Forest foundation YWA California Energy Commission EPIC YWA (Loan) YWA (Grant)	2026
Yuba Co. YWA1 Mid-term	2 2.1	Research Innovation Center The creation of a collaborative research opportunity with Beale AFB, the US Air Force, the Yuba Water Agency, City of Wheatland, and the University of California. The facility could serve as an educational, workforce training, and advanced research hub. Initially, the workforce at the collaborative facility would consist primarily of PhD level researchers, but also development of BA level and even high school educational programs as the facility expands to its full mission. This creates a significant opportunity for the City of Wheatland and Yuba County to create an innovation center and technology node. 2024-2025 Update: A non-profit organization has been formed with initial members of the City of Wheatland and Yuba Water Agency for the purpose of developing and operating the Yuba Applied Research Center. The initial strategy plan for YARC will be developed by the board in early 2025.			
Yuba Co. YWA2 Mid-term	4 4.1	Three Rivers Parkway System Development The Three Rivers Parkway is envisioned as a multi-modal active transportation and recreation system encompassing as many as 40 miles of hiking, bike and equestrian trails and boat access along the Yuba, Feather and Bear Rivers. The	Phase I \$8.5 Million	YWA Yuba County Marysville Wheatland	2025

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
		northern terminus would be the Sycamore Ranch County Regional Park on the Yuba River. The trail would extend along the northern bank of the Yuba River to Marysville and would connect to the Sutter County trail system over the rehabilitated former railroad trestle on the Feather River. The trail would cross the Yuba River over the SR 70 bridge and continue south along the Feather River past Star Bend boat ramp to the junction with the Bear River. It would then extend east along the Bear River and possibly Dry Creek into downtown Wheatland. Future phases may connect up to the Spenceville Wilderness Area. The River Parkway is anticipated to be a major draw for tourism in Yuba County, creating opportunities for additional lodging and restaurants, equipment rental concessions, recreational equipment sales, guide services and retail spending from visitors. 2024-2025 Update: Yuba Water Agency is leading the development of a county-wide trails master plan, which is currently underway. The master plan will be based on current plans for the Yuba County jurisdictions affected and will provide guidance on a collaborative approach for initial phases of the trail system. The plan will be completed in 2025.			
			PROJECT PHASE I COMPLETED 2022		
Yuba Co. YWA3 Mid-term	4 4.2	Atmospheric River Control Spillway at New Bullard's Bar Dam Yuba Water Agency Board of Directors authorized design of an estimated \$225 million Atmospheric River Control Spillway at New Bullards Bar Dam to help reduce flood risk in Yuba County. The spillway is one piece of a three-part initiative that will significantly reduce flood risk and improve public safety in Yuba County and nearby communities. The effort includes the development of Forecast-Informed Reservoir Operations for the Yuba and Feather rivers and an update to the U.S. Army Corps of Engineers' water control manual for New Bullards Bar, which guides flood operations for the dam. Together, the trio of projects will allow Yuba Water to better predict large, threatening storms and release water from New Bullards Bar before dangerous weather hits, while there is still plenty of capacity downstream. 2024-2025 Update: Yuba Water Agency has been tentatively awarded a \$50 million grant from FEMA for construction of the ARC Spillway. Construction of the project is expected to be approved by the Yuba Water Agency Board of Directors in early 2025.	\$240,000,000	YWA	2027
Yuba Co. YWA4 Mid-term	4 4.1	Water Education Center Yuba Water Agency and its partners are in the planning process on a Water Education Center along the Yuba River to educate Yuba County students and residents about the value of the area's water resources, from farming to hydropower, the environment and more. It is anticipated that this will be a multi-million-dollar project, with long-term funding requirements of several hundred thousand dollars per year for operations and maintenance, however the Yuba Water Agency Board of Directors has not yet determined what the overall scope of the project will be. If the community expresses interest in such a facility, Yuba Water Agency will seek supplemental funding support from grants and interested private industry partners. 2024-2025 Update: Project is still on hold			
Yuba Co. TRLIA1	3 3.1	Yuba River North Training Wall The Yuba Goldfields North Training Wall (NTW) is located on the right bank of the Yuba River, approximately eight miles northeast of the city of Marysville in Yuba County. The NTW is approximately 12,000 feet in length, it was constructed by the California Debris Commission in 1899 to confine the Yuba River and to facilitate the migration of mining debris within the floodway. The use of mining tailings was used to construct the NTW and although not an authorized flood control project, it does provide limited flood protection for the community of Hallwood. However, there have been changes over time,	Phase I \$3,000,000 Phase II \$2,425,961 \$9,703,842	YWA Local, YWA Prop 68 Funds	

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
		changes both in height and width due in part to erosion from high-water events, such as in 2017 and 2018, when Hallwood experienced localized shallow flooding. The project is being constructed in two phases. 2024-2025 Update: Phase II work, includes construction of a high ground tie-in embankment to extend to the north end of the NTW upstream and for a contiguous line of protection that further reduces flood risk to the Hallwood community, the City of Marysville, and portions of Reclamation District 10. The Phase II project, which is still under design, will include potential ecological enhancement components: riparian aquatic habitat creation, fish passage enhancement, and salmonid foraging enhancement. The project should be completed by the end of 2025.	PHASE I PROJECT COMPLETED 2022		
Yuba Co. TRLIA2	3 3.1	Climate Resiliency Project Upon realization of all state and federal funding, the money will be used to complete design and implementation of the Climate Resiliency Project, which will create a uniform level of protection for Plumas Lake, Arboga, Linda and Olivehurst. Those areas are currently certified at the 200-year level of protection for the state. This project will increase that level significantly, and, when combined with Yuba Water's planned Atmospheric River Control Spillway at New Bullards Bar Dam, the area could potentially see up to a 500-year level of flood protection. 2023-2024 Update: Three Rivers Levee Improvement Authority will combine the Yuba Water grant funding with approximately \$3 million in state funds from the Disaster Preparedness and Flood Protection Bond Act of 2006 (Proposition 1E) to complete the design work and feasibility study and plans to pursue the remaining construction costs from Federal Emergency Management Agency's Building Resilient Infrastructure and Communities grant program. The study should be completed by December 2024.	\$41,600,000	Prop 1E (\$9M) YWA FEMA	
Live Oak					
Live Oak LO1 Long-term	3 3.2	Grade-Separated Rail and Highway Overpass The City of Live Oak General Plan Project Area and existing city limits are divided by State Route 99 and the Union Pacific Railroad line running parallel within proximity of one another. Currently all crossings are at grade, causing all east/west routes to close nearly at the same time when trains pass through the community. A grade-separated crossing is critical for future circulation and public safety.	Unknown	Unknown	Unknown
Live Oak LO2 Long-term	3 3.1	Infrastructure Improvements to Areas for Job Creation City of Live Oak annexed 370 acres adjacent to State Route 99 both north and south of the former city limits and within the 2030 General Plan project area. The properties are zoned for business uses. Water and sewer improvements are required prior to development. It is anticipated that each area will require a new public well, sewer lift station, and appropriately sized force mains. In addition, the city is seeking to evaluate the feasibility of rezoning property currently zoned for housing which may be better utilized for near-term employment uses, due to the proximity to the city's wastewater treatment plant, existing water service, and other infrastructure.	Unknown	CDBG, EDA	Unknown
Live Oak LO3 Long-term	4 4.2	New Fire Station/Sheriff's Substation East of State Route 99 State Route 99 and the Union Pacific Railroad create a north/south barrier through the entire City of Live Oak Sphere of Influence. Live Oak's current public safety facilities are located on the west side of both the highway and railroad. As Live Oak grows it is important to maintain public safety facilities	\$3,200,000	Unknown	Unknown

Jurisdiction Project No. Priority	Goal Objec tive	Project Description	Total Cost	Funding Sources	Project Date
		on the east side of the highway and railroad to ensure adequate response times.			
Live Oak LO4 Long-term	4 4.1	New Live Oak Community Center To meet recreational and program demands of a growing city, Live Oak needs to build a new, expanded community center and gymnasium. Estimated at 25,000 square feet, constructed in two phases, the facility will be used to meet both social service and recreational needs for Live Oak's growing population. The city is currently seeking funding for a Phase 1 gymnasium.	\$15,000,000	CDBG, local funds	Unknown
Live Oak LO5 Long-term	4 4.1	Develop a Strategy to Maximize Commercial Opportunities Associated with Live Oak's Proximity to the Sutter Buttes and the Feather River With a boat launch facility on the Feather River less than two miles east of downtown, and the Sutter Buttes approximately seven miles west, Live Oak is positioned to benefit from the attraction of these important natural resources and must develop a plan to maximize this opportunity.	\$35,000	CDBG	Unknown
Live Oak LO6 Mid-term	4 4.1	Historic Downtown Infrastructure Improvement Live Oak's historic downtown core is defined as the area bordered by State Route 99 on the east, N Street on the west, Elm Street on the south and Pennington Road on the north. The area poses significant challenges related to infrastructure improvements necessary to support a mixed-use retail environment. A complete assessment was completed and adopted by the city in 2013. Improvements include street, curb, gutter, sidewalk, drainage, park and city water and sewer utilities improvements. This project also incorporates Phase 2 improvements of the Live Oak Community Trail Project.	\$5,200,800	SACOG, CDBG	Unknown
Live Oak LO7 Mid-term	4 4.1	Complete Live Oak Community Trail Project This one-mile rail conversion project establishes a dedicated bicycle and pedestrian trail through the center of Live Oak on former railroad right-of-way. The project has four phases, with the first phase completed in 2010 and the third phase completed in 2015. 2024-25 UPDATE: Phase 4 will be completed in 2025. Phase 4 runs from Kola Street to Epperson Way, utilizing the old Railroad Right-of-Way and includes a bike/pedestrian trail along with landscaping. The city continues to seek funding for Phase 2.	\$2,200,000	ATP, SACOG, LWC, local funds	2020/ Unknown
Live Oak LO8 Short-term	1 1.1	Live Oak Base-Level Jobs Initiative Develop a strategy to identify and support location and/or expansion in Live Oak for companies that sell products and/or services outside of the trade area and bring new dollars into the local economy.	\$35,000	CDBG	Unknown
Live Oak LO9 Short-term	1 1.1	Diamond Walnut Facility Reuse Plan The 1920's Diamond Walnut plant was no longer in operation when it burned down in 2022. The site is located within the downtown core. Creating a viable reuse plan for this property is critical in the expansion of the downtown corridor. 2024-25 UPDATE: The post-fire clean-up of the site was completed in 2024.	\$75,000	CDBG	Unknown
Live Oak LO10 Short-term	3 3.2	Pennington Road Rehabilitation Pennington Road is the main east/west arterial for the City of Live Oak, intersected by State Route 99. Sacramento Area Council of Governments (SACOG) has committed \$915,000 for partial reconstruction of the road from Broadway to Connecticut Avenue during 2012 and 2013. Reconstruction to the east of State Route 99 is also necessary. 2024-25 UPDATE: Reconstruction of Pennington Road East from the High School to the city limits was completed in 2024.	\$1,094,776	SACOG, CDBG	2022

**Post-Fire Clean-up
COMPLETED \$75,000**

**In 2024 Pennington Road
East from High School to
city limits**

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
Live Oak LO12 Short-term	3 3.1	Soccer Park/Drainage Basin Improvements Live Oak has completed construction of Phase 1 of a joint-use storm drainage detention basin and soccer park. The basin is critical for reducing storm drain flows downstream of the existing city and is a key feature in the city's Master Drainage Study. The soccer park will be an important recreational asset and is funded with a Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006) grant. 2024-25 UPDATE: The City is continuing to seek funding for construction of Phase 2 improvements including one or more additional soccer fields and additional park features and amenities.	\$5,200,000	Prop 84 Grant 1,800,000 2,000,000 in kind funding – Sutter Butte Flood Control Agency, 700,000 – City of Live Oak	Unknown
Live Oak LO13 Short-term	3 3.1	Wastewater Treatment Plant Solar Live Oak's new wastewater treatment plant was designed with the possibility of connection to a solar array to power the plant. 2024-25 UPDATE: The funding has been secured, the anticipated start date is April 2025.	\$2,200,000	SWRCB, Local funds	2025
Live Oak LO14 long-term	4 4.1	Bicycle and Pedestrian Infrastructure Master Plan The Bicycle and Pedestrian Facilities Master Plan was completed and accepted by the City Council in 2016. 2025-25 UPDATE: The City of Live Oak continues to seek funding for the Phase 2 improvements outlined in the plan. No significant change	21,000,000	Various	As Funded
Live Oak LO15 Short-term	3 3.3	Housing Rehabilitation and First-Time Homebuyer Programs Live Oak currently utilizes Program Income from past loan recipients to fund new loan applications in addition to applying for new grant funding. The city seeks funding continuously for local housing assistance programs.	\$varies	CDBG, HOME, CalHome	Ongoing
Live Oak LO16 Long-term	3 3.2	Pennington Road Feather River Crossing Live Oak is seeking funding for a feasibility analysis of construction of a bridge over the Feather River on Pennington Road East of the city limits, connecting Pennington Road to Highway 70.			
Marysville					
Marysville M1 Mid-term	4 4.1	Construct Pedestrian/Bicycle Tunnel at 14th Street and State Route 70 The presence of a rail line in the immediate proximity of a school creates hazardous conditions for mobility of pedestrians and bicyclists, both key to the economic revitalization of the community. Until the Union Pacific track bed can be relocated, providing a permanent solution (project M5), this public works project will remove a major impediment. 2024-2025 UPDATE: No update currently. Funding has not been identified. Estimated cost is likely much more than \$1,000,000.	\$1,000,000		2025
Marysville M2 Mid-term	4 4.1	Ellis Lake Restoration A public works project to restore the 37-acre Ellis Lake area (between 9th and 16 th streets and from B to D streets). This park and open space is a regional landmark attracting visitors from throughout the Yuba-Sutter area and the north state region. The lake was developed in the 1930s by the Work Progress Administration (later renamed Work Projects Administration). The intended scope of work would include a master plan for facility improvements around the lake, including parking, lighting, landscaping, and irrigation, together with water quality improvements for the lake itself. 2024-2025 UPDATE: Ellis Lake water quality has stabilized as the City engaged in an outside consultant as well as a lake management company. City staff	\$3,000,000	Caltrans	2026

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
		continues to monitor the lake and use external expertise to maintain the water quality of the lake. Marysville and EDC secured a \$3m grant to improve elements and add amenities to strategic locations around the lake. Project is in the design phase. The design will be influenced by the results of the master plan mentioned above. Design Phase of project is completed, and installation of added amenities and improvements will begin in 2025.			
Marysville M3 Short-term	4 4.2	Road Rehabilitation and Sidewalk Accessibility Project. (CDBG) The Project proposes the rehabilitation of just over 15,000 lineal feet (approx. 3 miles) of residential streets and sidewalks in the East Marysville neighborhood off of State Route 20. The project will reconstruct failing road structural sections, install accessible ramps on street corners, improve sidewalks where necessary for accessibility and install bike lanes. 2024-2025 UPDATE: Also known as CDBG 2, bids are expected to go out in 2025	\$3,000,000	CDBG	2024
Marysville M4 Short-term	4 4.1	Regional Bicycle and Pedestrian “Bike Hub” The City is preparing a Bike and Pedestrian Master Plan within the city limits to connect to the broader regional bike and pedestrian trail that extends throughout Yuba County and across the Feather River into Yuba City. The purpose for the Bike Hub is to serve as a convenient portal and gateway to the regional trail system, offering a central facility for competitive bike rallies and individuals to access the regional system, and provide bicycle and pedestrian-related retail services available under one roof, including bike rental and repair shops, outdoor gear and apparel, juice bar, community meeting center and visitor center. 2024-2025 UPDATE: No significant change	\$2,500,000	CDBG	2026
Marysville M5 Short-term	4 4.1	Marysville 2050 General Plan This project’s purpose is to help shape the future direction of the City, to address key issues of walkability and historic character; promote investment, build on and improve Ellis Lake, the rivers, parks and programming; add vibrancy, housing, nightlife, entertainment, services and activities; improve bicycle and pedestrian facilities and transit options; and more. 2024-2025 UPDATE: Project is in process. Significant public and stakeholder outreach has been completed. Land Use and Circulation Elements are in process. Noise monitoring equipment was placed at key locations in Marysville to establish baseline noise contours, Traffic Count Data was taken at 23 locations, and consultant has prepared a regional travel demand model. Specific plans are underway concurrently, funded by SACOG the Regional Early Action Planning (REAP) grant program. An administrative draft has been completed. The Specific Plan is required to be completed by March 2025.	\$400,000 \$490,000	General Fund REAP Grant (HCD, SACOG)	2025
Marysville M6 Long-term	4 4.1	East Lake Restoration II A public works project to improve the nine-acre lake areas between 14th and 16 th streets and from Yuba Street to the Union Pacific Railroad track bed. The lake and surrounding open space areas have been neglected for years. Improvements would include bank stabilization, culvert work, new pathways, ADA-accessible features, lighting, landscaping, and irrigation. 2024-2025 UPDATE: No update to this project. Funding has not been identified. City is researching the feasibility of partnering with a private developer.	\$1,000,000	City Yuba Water Agency Grant	2030
Marysville M7 Mid-term	3 3.2	Incorporate Streetscape Improvements on State Route 70 from 1st Street to 6th Street	\$2,000,000	Caltrans	2025

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
		A highway streetscape project conducted in conjunction with Caltrans resurfacing of the first six blocks of State Route 70 from the southern city limits. The principal objectives are to improve the visual appearance of the entry into Marysville, and to improve connectivity and walkability between the medical arts and the historic downtown districts. 2024-2025 UPDATE: No update to this project. Funding has not been identified.			
Marysville M8 Short-term	3 3.2	Accelerate Street Resurfacing and Improvements in the Five Major Economic Development Districts to Support Business Investment A public works project to restore and repair neglected city streets in the five principal economic development districts, involving approximately 80 blocks of Marysville city streets. 2024-2025 UPDATE: No update to this project. Funding has not been identified.	\$5,600,000 \$50,000	SB1 SACOG Caltrans	2020- 2025
Marysville M9 Short-term	3 3.1	Refurbish and Update City Hall Refurbish the 1939 City Hall building by replacing all windows with high efficiency glazing, upgrading wiring and replacing floor covering throughout, updating HVAC control systems, updating technology capabilities in City Council chamber and replacing auditorium seating with modern comfortable seating. Installation of solar photovoltaic system at city was completed at city hall in October 2018. 2024-2025 UPDATE: A project managing firm was hired to execute this project. The City Council will award contracts to rehabilitate the roof as well as the Heating, Ventilation, and Air Conditioning (HVAC) in December 2024. Further work on lighting and restrooms is underway.	\$1,500,000		2025
Marysville M10 Short-term	4 4.1	Proposition 68 Per Capita Program The city received \$177,952 in Proposition 68 grant funding under this program. City has proposed this funding be used for the replacement of the play equipment and play surfacing at Gavin Park and the addition of an accessible path based on the City's Park and Open Space Master Plan. 2024-2025 UPDATE: Also known as Gavin Park Phase 2, it was completed	\$169,552 Phase II Completed 2024 \$169,552		2024
Marysville M11 Short-term	3 3.2	2023 Measure C / SB 1 Pavement Project In July 2023, the City Council approved a contract amount of \$3,336,937.60 to a local paving contractor to overlay and pave 11 city-wide roadway segments. Project was completed in November 2023 with one roadway segment carried over to Summer of 2024. Phase 1 of the E. 22nd St Rehabilitation Project (E. 22nd St between SR-20 and Cheim Blvd) was completed under this city-wide paving project. 2024-2025 UPDATE: Project was fully completed by Summer 2024 with A Street being the last segment to be rehabilitated.	\$3,336,937.60 Project Completed 2024 \$3,167,187	Measure C & Local Funds	2024
Marysville M12 Short-term	3 3.2	E. 22nd St Rehabilitation Project Considered "Phase 2" of the E. 22nd St Rehabilitation Project, funding was secured through the Sacramento Area Council of Government's Maintenance and Modernization program to rehabilitate the remainder of E. 22nd St from Chein Blvd to Ramirez St. 2024-2025 UPDATE: Awaiting federal authorization and notice to proceed.	\$3,500,000	SACOG	2025

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
Marysville M13 Short term	4 4.2	14th St Traffic Calming Multi-Modal Pilot Project The City will pilot a project on 14 th Street to address cut through highway traffic away from the residential areas using traffic calming and route diversion techniques. It is anticipated that neighborhood residents will feel safer to walk, bike and use transit with less cut through traffic in the residential areas. A Mode Shift grant was secured from Caltrans through SACOG. 2024-2025 UPDATE: The project is completed, and data results showed a success in shifting traffic away from the residential areas but a time extension was requested and approved by SACOG to the end of December 2025 for additional observation.	\$168,000	Caltrans	2024
			Project Completed 2024 \$168,000		
Marysville M14 Short term	4 4.1	Historic Downtown Marysville Safety and Walkability Enhancements project The City will work closely with the Marysville Business Alliance to make transportation upgrades to D Street between 3 rd St and 4 th St to provide safety and walkability for pedestrians and bicyclists. 2024-2025 UPDATE: Two public design input town hall style meetings were conducted with excellent feedback and now the project is underway with a Design Build team executing on the community's vision.	\$250,000	SACOG	2024
Marysville M15 Short term	4 4.2	Fire Station Auxiliary Building Build and install a prefabricated steel building to house fire apparatuses. Expected to solicit bids in Spring of 2024. 2024-2025 UPDATE: Project completed	\$400,000	Measure C Measure K Local Funds	2024
			Project Completed 2024 \$379,349		
Marysville M16 Short term	2 2.1	Rehabilitation of Annex Building at 10th and E Streets The City entered into an agreement with Yuba County Office of Education to rehabilitate the Annex Building at the NE Corner of 10 th St and E St for their use in Juvenile Education activities. Target completion for renovations is May of 2024. 2024-2025 UPDATE: A construction managing firm was hired to execute this project. Trade contractors such as plumbing, electrical, and roofing has been working on the building with an anticipating of completing in Spring of 2025.	\$300,000	Prop 64	2024
Marysville M17 Short term	3 3.1	Sewer rehabilitation/relocation project Aldridge and Bottler Drives Project includes installing new sewer mains and street laterals in the Aldridge/Bottler neighborhood. This effectively moves their sewer service from the back yard of resident's home to the front under the public right of way. 2024-2025 UPDATE: Public Outreach was completed with a project meeting at the neighborhood and project mailers requesting permission to enter private property for side lateral replacements. All but 7 of the owners returned permission letters. The project is anticipated to go out to bid in January 2025 in order to front run the CDBG 2 repaving project in this neighborhood.	\$1,750,000	City Sewer Enterprise	2024
Marysville M18 Short term	3 3.1	Storm drain pump engine replacements at 17th Street and Ellis Lake stations Replacing the existing engines with newer more air efficient engines to pump out stormwater at two of the city's major drainage areas. Expected construction in summer 2024. 2024-2025 UPDATE: Project has been integrated into a complete rehabilitation project to include engine replacement, pump and piping and valve upgrades.	\$234,600	FRAQMD – CAP	2024

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
Marysville M19 Short term	4 4.1	Miscellaneous parks playground improvements and repairs Modernizing and updating the playground equipment at several city parks. 2024-2025 UPDATE: Ongoing	\$65,000	General Fund	2025
Marysville M20 Short term	1 1.1	Marysville B Street property development City has entered into a Disposition and Development Agreement with a private developer to develop a 4.9-acre City owned property located on the east side of B street between 12 th and 14th streets. The development, if approved, will consist of a 100 plus room hotel, a grocery store and a quick-serve restaurant. Project value is estimated to be \$43 million. The proposed project will provide significant economic activity and is expected to generate in excess of \$500,000 in tax revenue. Construction could be as early as 2025. 2024-2025 UPDATE: Ongoing. The property has been sold to the private developer and a groundbreaking ceremony was held on December 3 for the Hyatt Hotel. Anticipating the hotel to be completed end of 2026 while the Grocery Outlet and Starbucks to be completed in 2025.			
Marysville M21 Short term	4 4.1	Bryant Field Rehabilitation 2023-2024 UPDATE: Multiple improvements completed for Bryant field with assistance from Highlands Community Charter Academy local non-profit, Saylove, Local 228 Pipefitters Union, Local 118 Ironworkers Union, including replacement of entire outfield wall, replacement of C street fence rehabilitation of playing field surface, HVAC and lighting upgrades, safety improvements, and rehabilitation of a structure to accommodate home team players. Investment by city and private partners is valued at over \$500,000. Additional improvements are being contemplated to include additional safety netting to protect spectators, shade structures, field lighting upgrades, player facilities and restroom facilities upgrades security/surveillance upgrades and additional HVAC replacements/additions. 2024-2025 UPDATE: Ongoing. The City Council will approve a field lighting upgrade to Pioneer League standards in December 2024	\$500,000	General Fund, Private Partners, Local 228, unions and CBO's	2023
Marysville M22 Short term	4 4.2	Police Dispatch Center digital encryption and modernization Project Project updates police dispatch technology to accommodate federally mandated digital encryption radio communication requirements. Project replaces dispatch consoles, police unit radios and various other support infrastructure at Marysville PD.	1,600,000	ARPA/General Fund	
Marysville M23 Short term	4 4.1	Beverage Container Recycling project To decrease the use, litter, and disposal of single-use beverage containers in the waste stream the City will install water refill stations combination (trash and beverage container recycling) collection containers at strategic locations within the City. Locations include the high traffic, historic downtown area, community/neighborhood parks, and City sports/recreation facilities in the City of Marysville. Project also includes 18 months of beverage container collection and diversion volume measurement. 2024-2025 UPDATE: Ongoing. Beverage containers have been installed and the grant-funded position in the Parks Division has been hired to continue tracking the tonnage of the recycled containers.	271,000	State (CalRecycle)	2026
Wheatland					
Wheatland W1 Mid-term	3 3.1	Solar Energy Projects The City of Wheatland plans to construct multiple solar energy shade structures at various city-owned facilities. Structure locations include City Hall,	\$300,000	Unknown	Unknown

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
		Police Department, and wastewater treatment plant. Plans to partner with Pacific Gas and Electric to help offset project costs as well as provide long-term utility cost savings. 2024-25 UPDATE: The City continues to seek funding for this project			
Wheatland W2 Short-term	4 4.1	Wheatland Community Gardens The 2012 goal of completing Wheatland Community Garden #1 was successfully accomplished with a ribbon-cutting ceremony on February 20, 2013. The project this year is to build Wheatland Community Garden #2 on the east side of town. This garden will serve the Wheatland Ranch subdivision area. In Fiscal Year 2023-24, an additional twelve planters were constructed, and the City Council authorized the installation of additional Community Garden fencing. 2024-25 UPDATE: The City will install the twelve additional planter boxes in Fiscal Year 2024-25.	\$50,000	Lease revenue & donations	2025
Wheatland W3 Short-Term	3 3.1	Wheatland Comprehensive General Plan Update The project would consist of producing a City of Wheatland Comprehensive General Plan Update. The current City of Wheatland General Plan was completed in 2006. City General Plans are expected to have a 20-year lifespan and typically require several years to complete. Therefore, the City of Wheatland is due to begin a General Plan Update. The project would include an update to the seven elements of the general plan required by the State of California, including an update to the City's Housing Element. The project would require substantial input and review by city stakeholders and the community. The project would also include the preparation of a program-level environmental impact report as required by the California Environmental Quality Act. Work on the General Plan Update began in Fiscal Year 2023-24. The City Council approved an agreement for a consulting firm to assist with the General Plan Update in December 2023. A General Plan Ad-Hoc Committee consisting of two City Councilmembers and two members of the Planning Commission was established. The General Plan Ad-Hoc Committee conducted several public meetings in Fiscal Year 2023-24. 2024-25 UPDATE: Additional public meetings will be conducted in Fiscal Year 2024-25. It is anticipated that this project will be completed in late 2025 or early 2026.	\$500,000	ARPA/SACOG/ Developer contributions	2026
Wheatland W4 Mid-Term	3 3.1	Wheatland Comprehensive Zoning Code Update The project would consist of updating the City of Wheatland Zoning Code to be consistent with a Wheatland Comprehensive General Plan Update. The current City of Wheatland Zoning Code was adopted in 1991, and much of the land use restrictions are considered outdated. The project would consist of reviewing and applying current land use and zoning restrictions to modern types of land use development. A substantial public outreach program would be necessary to ensure zoning would adequately meet the needs of the community. An environmental impact report would be included as a component of this project. 2024-2025 UPDATE: Pending completion of General Plan update.	\$100,000	ANTICIPATE SACOG COMMUNITY DESIGN FUNDING	2026
Wheatland W5 Short-Term	4 4.1	Wheatland Parks and Recreation Master Plan The project involves the completion of a parks master plan for the City of Wheatland. The City of Wheatland does not have a parks and recreation	\$100,000		Unknown

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
		master plan and has limited policy direction on how future parks are to be developed. A parks and recreation master plan will provide developers and community an understanding of how and where parks will be constructed, the amenities that will be incorporated into the parks, and the sizes of the parks. These parks may include such facilities as tot-lots, ball fields, and aquatic facilities. The recreation plan will identify the types of recreation activities that the City of Wheatland will provide to its constituents. A public outreach program will be included to create the plan. The plan will also require an environmental review as required by the California Environmental Quality Act. 2024-2025 UPDATE: The City continues to seek funding for this project.			
Wheatland W6 Long-Term	3 3.2	Highway 65 Interim Capacity Improvements Provide interim congestion relief on Hwy-65 within the Wheatland city limits until completion of the Wheatland By-Pass. Traffic volumes in this segment have substantially increased since completion of the Lincoln By-Pass in 2014. Peak hour traffic queues extend well beyond the City limits on weekdays and local traffic finds it difficult to get across town to access local schools and businesses. In addition, the increase in traffic from Beale Air Force Base, due to added missions at the base, puts even more traffic pressure on the Main Street traffic signal and Highway 65. Off-peak volumes increased with completion of the Hard Rock Casino (Fall of 2019). Additional traffic will be generated as planned development occurs to the north and east of the City. Improvements may include traffic signal coordination, intersection modifications, restrict turning movements, highway widening, roundabouts or other measures as determined effective by Caltrans and the City. 2024-2025 Update: The City continues to seek funding for this project.	\$7M	SHOPP, CMAQ, SACOG, FLAP, Impact Fees	Unknown
PROJECT PLAN COMPLETED 2022					
Wheatland W7 Long-Term	3 3.2	Spenceville Road Rehabilitation (joint City/County project) Spenceville Road is a two-lane arterial facility connecting Beale Air Force Base and State Route 65 through the City of Wheatland. The project will provide rehabilitation, restoration and resurfacing to approximately 7 miles of roadway between Main Street and Beale Air Force Base. This two-lane roadway provides access to City, County and Air Force Base residents as well as general traffic and school buses that access Beale Air Force Base. The proposed project site follows a level to gently rolling terrain that leads to higher than posted speeds and numerous speed related accidents. Traffic counts range from 3,200 vehicles per day on Main Street east of SR 65 to 3,100 vehicles per day on Spenceville Road west of Japer Lane. Most of the traffic counts can be attributed to Beale Air Force Base due to the geography of the road and connectivity to the Base. The rehabilitation of this project is essential to continue providing access to the public and to Beale Air Force Base. This roadway helps to generate revenue for local business in the area. Spenceville Road is eligible to receive funding under the California Federal Lands Access Program (CA FLAP) which provides funds for transportation facilities that provide access to or are located on or adjacent to Federal Lands. 2024-2025 Update: The City continues to seek funding for this project.	\$7M	Gas Tax, SB1, SACOG. FLAP	unknown
Wheatland W8 Short-Term	3 3.1	Wheatland Comprehensive Water Project The City of Wheatland water system is aging with portions of the system more than 100 years old. The project consists of removing the seismically deficient water tower from service by employing new ground mounted hydro-	\$1.4M	DWR YCA	2025

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
		pneumatic tanks and booster pumps to supply water pressure to the City. The project also includes replacement of domestic water meters, new production meters, water meter automation to assist with leak detection and remote metering reading, SCADA replacement, and new billing software. The primary goal of the Wheatland Water System Reliability Project is to ensure an adequate and reliable water supply that meets the needs for the City of Wheatland 2024-2025 UPDATE: Project is underway and is anticipated that this project will be completed in 2025.			
Wheatland W9 Long-Term	3 3.1	North Storm Water Detention Basin Rehab Improvements to the existing basin that discharges to Dry Creek including construction of a stilling basin at the pump intakes; replacement of existing pumping equipment that has reached its service life; and establishing an outlet canal to prevent levee erosion and repair existing erosion at the toe of the levee. Benefits include enhance/improve water quality of discharge to Dry Creek, protect the existing levee from further erosion. 2024-2025 Update: The City continues to seek funding for this project.	\$600,000	Unknown	Unknown
Wheatland W10 Long-Term	4 4.1	Improve Walkability to Elementary, Middle and High Schools The project involves providing walking and biking opportunities for students across Wheatland's four railroad grade crossings. Currently, three of the four crossings have no bike or pedestrian accommodations, and the only improved crossing is the furthest from school routes. The improvements would include modifying railroad grade crossings at Second Street, Third Street and Fourth Street to include ADA compliant sidewalks on both sides of the street and railroad protection devices in accordance with CPUC and railroad standards. Other improvements would include the addition of fencing and other barriers to discourage the unsafe and illegal crossing of the tracks between grade crossings. 2024-2025 Update: The City continues to seek funding for this project.	\$1,400,000	State, Unknown	Unknown
Wheatland W11 Short-Term	3 3.2	Wheatland Complete Streets Project - (First Street/Wheatland Road) The project is on Wheatland Road beginning at First Street and Highway 65 and continues east past Wheatland High School and Bear River Middle School to the westerly city limit. The project will provide complete bike and pedestrian facilities along the corridor by improving and extending existing sidewalk and bike lanes. The project involves utility relocations, road widening, pavement rehabilitation, buffered bike lanes, and safety lighting. This segment of Wheatland Road serves several varied uses: a regional connector between Highway 65 and Highway 70, a bi-directional school routes linking three schools and neighborhoods, and a farm to market route serving over 6-square miles of agricultural lands. 2024-2025 UPDATE: Awarded \$250,000 in RSTP funds for engineering design and environmental, and consultant selection is complete. Completion of design and environmental work expected by December 2025.	\$2,500,000 \$250,000	SACOG Gas Tax/SB1 ATP RUCS RSTP	2025
Wheatland W12 Short-Term	4 4.1	Wheatland Aquatic Center The City of Wheatland received a generous \$1 million donation for future operations, maintenance and recreational programming of a future Wheatland Community Pool. The city has seven years to complete the project beginning July 2019. 2024-2025 UPDATE: The City continues to seek funding for this project	\$5,000,000	Unknown	2026

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
Wheatland W13 Long-Term	3 3.3	Residential Rezone for 6th Cycle RHNA Compliance The City of Wheatland has applied for \$40,000 in grant funds from SACOG to rezone vacant land to multi-family residential uses to meet the 6 th Cycle Regional Housing Needs Allocation (RHNA) using grant funds available from the Regional Early Action Planning (REAP) Grants Program. 2024-2025 UPDATE: The project applicant did not follow-thru with the required funding match. This project has been placed on hold.	\$40,000	SACOG (REAP)	Unknown
Wheatland W14 Mid-Term	3 3.1	Wheatland Regional Wastewater Treatment The City of Wheatland is planning the construction of a new pipeline and three pump stations to convey 1.5 million gallons per day (MGD) of wastewater into a regional sewer system serving south Yuba County. The pipeline will connect to a new Olivehurst Public Utility District (OPUD) sewer or continue of the City's force main (currently under design by others) near South Beale Rd and Highway 65. OPUD sewers will convey the flow to OPUD's wastewater treatment plant (WWTP), where it will be treated to a tertiary level and discharged into the Feather River. Alternatively, the City's pipeline may continue further northward to connect to the Linda County Water District (LCWD) wastewater collection system and then into their WWTP. The City's WWTP will eventually be decommissioned, and the site re-purposed for other uses. 2024-2025 UPDATE: Project design and right-of way acquisition continue. Grant funding from the State Water Resources Control Board has been tentatively approved. It is anticipated that the project will go to bid by summer 2025.	\$130 M	State Water Board grant funding, Yuba Water Agency contribution/ loans, developer contributions	2028
Wheatland W15 Long-Term	2 2.2	Locate Research Center in Wheatland's Employment Zone The city of Wheatland is working aggressively to build the partnerships necessary to locate a collaborative research center in Wheatland's Employment Zone. This center would create a collaborative research opportunity with Beale AFB, the US Air Forces, Yuba Water Agency, city of Wheatland, and the University of California. The center could serve as an educational, workforce training and advanced research hub. Initially, the workforce collaborative facility would consist primarily of PHD level researchers, but also development of BA level and high school educational programs as the center expands to its full mission. This creates a significant opportunity for the city of Wheatland and Yuba County to create an innovation center and technology node. 2024-25 UPDATE: The Yuba Applied Research Center MOU was signed in September 2024. The signatories included the City of Wheatland, Beale Air Force Base, Yuba Water Agency and UC Davis.			Unknown
Yuba City					
Yuba City CYC1 Long-Term	3 3.1	Infrastructure Improvements Extend various City infrastructure including sewer, water, storm drainage, and road infrastructure to support economic and workforce development. Areas of planned improvements include: Airport Park (east of Garden Hwy, north of Lincoln Rd) Bogue Stewart Master Plan Lincoln East Specific Plan Harter Specific Plan El Margarita Master Plan	\$20,000,000 \$35,000,000 \$35,000,000 \$10,000,000 \$25,000,000	Undetermined, Local, Private, Grant	Ongoing
Yuba City CYC2 Short-Term	3 3.1	General Plan Update Update the City's 2004 General Plan to incorporate statutory changes within the City and include mechanisms to help streamline growth, facilitate	\$500,000	SB 2, LEAP, REAP	2025

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
		implementation of the City's new Housing Element. The update includes all general plan elements. 2024-2025 Update: Anticipated completion date January 2025			
Yuba City CYC3 Long-Term	3 3.3	Low Income Housing Assistance To help provide housing for the City's workforce, Yuba City continues to utilize and apply for Federal/State funding to issue funding programs to low- and moderate-income individuals. Funds are used for housing, housing rehabilitation, and first-time home buyers.	\$600,000	CDBG, HOME	Ongoing
Yuba City CYC4 Long-Term	3 3.2	Bridge Street Corridor Improvements The Bridge Street corridor improvement project is a multi-phased project to extend four travel lanes from SR-99 to Marysville/SR-70. The project includes the construction of the 5 th Street Bridge, and phased reconstruction of Bridge St. Bridge Street was widened from Gray Avenue to Cooper Avenue in 2023 with support from a \$2.8 million Local Partnership Program grant from the CTC. The project will enhance a key gateway through the City to facilitate necessary traffic demands while coordinating with adjacent property owners to help facilitate Economic and Workforce Development in the area. 2024-2025 Update: The State Route 99 to Gray Avenue segment conceptual design for the final portion of the project will begin in fiscal year 2025-2026. The estimated cost to complete the conceptual design is \$250,000, which is funded by the City. The City is looking for funding to implement the final design in 2026 with construction likely following in 2027, provided funding can be secured.	\$15,000,000	Undetermined, Local, Local Partnership Program Grant through the CTC	Ongoing
Yuba City CYC5 Short-Term	3 3.1	Walton Avenue Complete Streets Improvements The project includes rehabilitating portions of Walton Avenue from Hazel Avenue to Sam's Club, including closing the gaps in sidewalks on the west side of Walton Avenue between Lincoln Road and Franklin Road, improving bike lanes, and upgrading the traffic signals. The project is being supported by a \$4.3 million grant from SACOG. 2024-2025 UPDATE: Final design and easement acquisition is in progress. Construction funding is programmed in 2026, but the City is working with SACOG to advance the construction funding to 2025.	\$5,200,000	Congestion Mitigation and Air Quality, Regional Surface Transportation program, Local	2025 - 2026
Yuba City CYC6 Short-Term	4 4.1	Sutter Bike Path Extension The project includes extending the existing bike path within the City right-of-way from Hooper Road to Harter Parkway and along Harter Parkway from State Route 20 to Butte House Road. 2024-2025 UPDATE: Final design and easement acquisition is complete with construction anticipated to commence and complete in 2025.	\$2,483,000	Active Transportation Program, Regional Surface Transportation Program, Local	2025
Yuba City CYC7 Mid-Term	4 4.1	Sutter Bike Path Widening The project includes widening the existing bike path within the City right-of-way from Hooper Road to Township Road. The existing path will widen from 8 feet to 12 feet, allowing for better shared use between pedestrians and bicyclists.	\$375,000	Undetermined, Grants	2026
Yuba City CYC8 Mid-Term	4 4.1	Northern Levee Bike Path Connection The project would include extending AC pavement northward on western Feather River levee from Northgate Drive to levee offramp 600 ft south of Pease Road. The City plans to install HAWK Beacon Signal Crosswalk 600 ft south of Pease Road, widen roadway to install Class IV shared path on the west side of Live Oak Blvd, northerly to Pease Road, and install two additional	\$1,200,000	Undetermined, Grants	2027

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
		signals along Live Oak Blvd and Sutter Street at pedestrian and bicyclist used crossings.			
Yuba City CYC9 Mid-Term	4 4.1	Yuba City Pedestrian Trail – Railroad Right of Way Conversion The project includes the conversion of existing railroad right of way, across the City, to facilitate a bike and pedestrian trail that ultimately links the Sutter Bike Path from the west to the east to the City's bike network and across the City's 5 th Street Bridge, ultimately connecting to the trail network in Marysville/Yuba County. This is a multi-phased project that will promote quality of life and ultimately economic development for the City. 2024-2025 UPDATE: The first phase involved completing a Feasibility Study in 2023 with assistance from a \$200,000 Caltrans grant. The City is actively applying for grants to assist with second phase, which includes environmental compliance and right-of-way acquisition. Final design and construction will be substantially more expensive since there are 2 crossings of State Highways, as well as numerous City arterial street crossings.	\$15,000,000	Undetermined, Grants	Ongoing
Yuba City CYC10 Short-Term	3 3.1	Barry School Waterline The project involves installing 12" and 14" diameter water transmission main in Railroad Avenue from Bogue Road to Stewart Road and in Stewart Road from Railroad Avenue to Garden Highway, as well as a 4" diameter private water service in Railroad Avenue and Barry Road to serve Barry School. 2024-2025 UPDATE: Construction completed in 2024 providing potable water service to Barry School.	\$4,700,000	State Revolving Fund Loan	2024
			COMPLETED 2024 \$4.7 Million		
Yuba City CYC11 Short-Term	3 3.1	Second Groundwater Well The project includes constructing a second groundwater well at the City's Water Treatment Plant to provide additional accessible water resources during times when the City's surface water rights are curtailed. 2024-2025 UPDATE: The well was drilled and tested in 2022. Pump installation and above-ground piping were completed in 2023 with installation of electrical/mechanical equipment to be completed in 2024 subject to equipment availability. The well can be operated on generator power, if needed.	\$4,350,000	\$750,000 Bureau of Reclamation Grant, remainder City water funds	2024
			COMPLETED 2024 \$4.350 Million		
Yuba City CYC12 Mid-Term	3 3.1	Aquifer Storage Recovery (ASR) Well The project involves establishing an ASR well at the City's Water Treatment Plant to further bolster the City's accessible water resources during times when the City's surface water rights are curtailed. The ASR concept includes injecting treated water into the groundwater aquifer during times when surface water availability exceeds demands while extracting groundwater during times when surface availability does not meet demands. 2024-2025 UPDATE: Design and environmental/permitting commenced in 2023. Well drilling and testing will occur in Spring 2025 with pump installation and above-ground piping anticipated to begin in late 2025.	\$6,500,000	\$6,325,000 DWR Grant, remainder City water funds	Ongoing
Yuba City CYC13 Mid-Term	3 3.1	WWTF Outfall and Diffuser Project The project includes constructing a new 42-inch diameter discharge pipeline from the City's Wastewater Treatment Facility (WWTF) and a new diffuser outlet to the Feather River. The proposed pipeline and diffuser will replace the City's existing diffuser, which was damaged in 2011 by erosion of Shanghai Falls. This project will ensure the City's capability to safely treat wastewater for existing customers, as well as future development. 2024-2025 UPDATE: Final design complete pending receipt of permit conditions from regulatory agencies. City is coordinating with the State Water	\$35,000,000	Unmet Need	Ongoing

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
		Resources Control Board on a low interest loan to fund construction. Project will be advertised for bids once funding and permits are secured.			
Yuba City CYC14 Short-Term	3 3.1	Harter-Bridge Sewer Extension The project involves extending a 24-inch diameter sanitary sewer from the south end of Harter Parkway to the north end of Harding Road within the future alignments of Harter Parkway and Bridge Street. This project is critical for relieving the existing sanitary sewer in Lassen Boulevard, which is necessary to allow continued development in the northwest portion of the city. 2024-2025 UPDATE: Final design and easement acquisition in process. Construction is anticipated to occur in 2025.	\$2,500,000	COVID Relief funding, City Wastewater funds	2025
Yuba City CYC15 Short-Term	3 3.1	Bogue Road Sewer Extension The project involves extending the existing 18" diameter sanitary sewer in Bogue Road from Railroad Avenue to Phillips Road and constructing a new lift station to facilitate future connection of properties north and south of Bogue Road and east of State Route 99, and to address capacity issues and service of new development areas. 2024-2025 UPDATE: Final design completed in 2024. Construction will be completed in 2025. Project is being coordinated with Bogue Stewart Master Plan improvements.	\$5,400,000	COVID Relief funding, City Wastewater funds	2025
Yuba City CYC16 Short-Term	4 4.2	Citywide Signal Hardware Upgrades The project will improve signal hardware at 56 intersections throughout Yuba City. Improvements will include installation of new reflective backplates and upgrades to bulbs and lenses. 2024-2025 UPDATE: Construction will begin in Summer 2025	\$1,082,000	Highway Safety Improvement Program, Local	2025
Yuba City CYC17 Short-Term	4 4.2	Roadway Safety Signing Audit and Upgrades The project will evaluate roadway signing on critical corridors in Yuba City for safety and generate the necessary information and prioritization to proceed with signage replacement and installation. 2024-2025 UPDATE: Construction will begin in Summer 2025.	\$1,835,400	Highway Safety Improvement Program	2025
Yuba City CYC18 Short-Term	4 4.2	Pedestrian Safety Crosswalk Upgrades The project will improve crosswalks at 15 unsignalized intersections, primarily near schools, in Yuba City. Improvements will include installation of high visibility striping to crosswalks, advance stop bars, and yield lines. 2024-2025 UPDATE: Construction will begin in Summer 2025	\$200,000	Highway Safety Improvement Program	2025
Yuba City CYC19 Short-Term	4 4.1	Plumas Street Historic District and Water Tower Park Improvements The project will help transform, beautify, and connect the Plumas Street Historic District with other improvements already completed in downtown Yuba City to create a cohesive downtown area enhancing civic pride and drawing businesses and visitors to this shopping and recreation district. Project elements include improvements to the Water Tower Park lighting improvements, construction of placemaking gateway arch, and development of a "Clean and Safe Yuba City" litter abatement campaign. 2024-2025 Update: Construction of the Water Tower improvements was completed in 2023. The Center Street Lighting will be completed in early 2025. The Gateway Arch at Bridge Street, Water Tower Park improvements, and Cleanup Campaign will begin construction in late 2025.	\$2,235,888	Clean California Local Grant Program, Local	2025

Jurisdiction Project No. Priority	Goal Objective	Project Description	Total Cost	Funding Sources	Project Date
Yuba City CYC20 Short-Term	3 3.2	Garden Highway Improvements The project includes rehabilitating portions of Garden Highway from Lincoln Road to Bogue Road, including updating signage, traffic signal controllers, and bicycle/pedestrian access improvements. The project is being supported by a \$4.3 million grant from SACOG. 2024-2025 Update: Design will commence in 2025 with the goal of advancing construction grant funding from 2027 to 2026.	\$4,900,000	Congestion Mitigation and Air Quality, Regional Surface Transportation program, Local	2026
Yuba City CYC21 Short-Term	3 3.2	Bogue Road Improvements The project involves widening Bogue Road from Railroad Avenue to State Route 99, along with related turn lane improvements at the Bogue Road/State Route 99 intersection, in accordance with the Bogue Stewart Master Plan. 2024-2025 UPDATE: Construction of Bogue Road improvements anticipated to begin in Fall 2025. Bogue Road/State Route 99 improvements design will commence in 2025. Project is being coordinated with Bogue Stewart Master Plan improvements.	\$13,000,000	Local	Ongoing
Yuba City CYC22 Short-Term	3 3.2	El Margarita Road at State Route 99 Improvements The project involves a safety analysis and project study of potential improvements to the intersection of El Margarita Road and State Route 99 in conjunction with Caltrans. 2024-2025 UPDATE: City will enter into a Cooperative Work Agreement with Caltrans in 2025 to initiate the process of evaluating potential safety improvements at the subject intersection in anticipation of future development along the El Margarita Road corridor south of State Route 99.	\$100,000	Local	Ongoing

ATTACHMENT 4



YUBA-SUTTER ECONOMIC DEVELOPMENT DISTRICT 2024 CEDS ANNUAL PERFORMANCE REPORT

ABSTRACT

The Annual CEDS Performance Report for 2024 analyzes the Yuba-Sutter region's current economic conditions and serves as an update on the region's progress toward reaching regional goals and objectives. This report covers a period from January 1 through December 31, 2024



YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION

2024 Annual CEDS Performance and Update Report

EDA Investment #22SEA3020024

Introduction

Yuba-Sutter Economic Development Corporation (YSEDC), established in 1994 to support economic development efforts, is organized as a nonprofit private corporation governed by a 23-member board of directors. The corporation represents business interests of both public and private sectors within the Yuba City Metropolitan Statistical Area.

The corporation was designated as an Economic Development District (EDD) by the U.S. Department of Commerce, Economic Development Administration (EDA) in 1996. Yuba-Sutter Economic Development District (YSEDD) is synonymous with Yuba-Sutter Economic Development Corporation (YSEDC). The district is comprised of the counties of Sutter and Yuba and the cities of Live Oak, Marysville, Wheatland, and Yuba City. The region is referred to as the Yuba City Metropolitan Statistical Area (MSA) as defined by U.S. Office of Management and Budget and used by the U.S. Census Bureau and other U.S. government agencies for statistical purposes. The U.S. Department of Commerce Economic Development Administration provides financial assistance to designated districts for the purpose of developing an Economic Development Strategy and provides funding, in part, for community development planning designed to assist in alleviating economic distress and unemployment.

The Comprehensive Economic Development Strategy (CEDS) document is a significant component of remaining a designated EDD. YSEDC updates the region's CEDS and submits a performance report annually. The CEDS document and appendices can be found on YSEDC's website: <https://www.chooseyubasutter.com/strategy>

Yuba-Sutter Economic Development Corporation is pleased to submit its 2024 CEDS Annual Performance Report to the EDA.

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2024 Annual Performance Report

This report analyzes the Yuba-Sutter region's current economic conditions and serves as an update on the progress toward reaching regional goals and objectives and implementing the region's plan of action.

CEDS Committee

The CEDS committee completed the process of the five-year update of the CEDS (2020-2025), and it was approved by the Department of Commerce Economic Development Administration on August 8, 2020. The 2022-2023 CEDS committee composition consists of the following members representing both the private and public sectors. There are no changes to the staff or the capacity of the organization to support the development or implementation of the CEDS.

Private Sector			
Name	Company/Organization	Position	Interest Group
Gus Becerra	Regional Housing Projects	CEO	Housing/low income
Robert Bendorf	Consultant	Owner	Business Services
Arun Bhardwaj	US Bank	Assistant Vice President	Banking
Mark Birtha	Hard Rock Hotel and Casino Sacramento	CEO	Hospitality
Brandon Black	PG &E	Public Affairs	Utilities
Don Blaser	Resident		Concerned Citizen
Molly Bloom	Sutter County Museum	Museum Director/Curator	Arts/Culture
Johnny Burke	Sutter Yuba Homeless Consortium	Director	Faith Based/Homeless
George Carpenter	Sutter Pointe	Vice President	Housing Developer
Laurie Dutra	Y.S. Farm Bureau	Executive Director	Agriculture, Workforce
Thomas Engler	Marysville Flood Protection	P.E., CFM	Engineer
Rachel Farrell	Harmony Health	CEO	Health
Chuck Ferguson	The Work Hub	Owner	Coworking/Makerspace
Matt Goody	UA Local Union 228	Business Manager	Construction, Education, Training
Beth Hammes	Local Union 228	Training Coordinator	Construction, Education, Training
Bob Harlan	Yuba-Sutter-Colusa United Way	Executive Director	Private Resident, Nonprofit
Cathy LeBlanc	Camptonville Community Partnership	Executive Director	Energy
Alyssa Lindman	Sutter Buttes Regional Land Trust	Executive Director	Land Conservation
Julius Murphy	The Salvation Army Yuba Sutter Corps	Corps Officer	Homeless/Nonprofit
John Nicoletti	Habitat for Humanity Yuba Sutter	Public Relations	Nonprofit
Joe Pacheco	Northrop Grumman	BAFB Lead Executive	Aeronautics Systems Sector
David Read	Yuba-Sutter Regional Arts Council	CEO	Arts/Culture
Cynthia Roderick	YSEDC/YSEDD	Grant Specialist	Economic Development
Marni Sanders	Blue Zones Project	Executive Director, Yuba Sutter	Health
Brynda Stranix	YSEDC/YSEDD	President/COO	Economic Development
Camille Benner	Habitat Housing Projects	Director of Family Services	Housing/low income
Tom Williams	Yuba River Moulding & Millworks	President	Wood Products Manufacturing
Janell Willis	Yuba-Sutter Chamber of Commerce	CEO	Business

Public Sector			
Name	Name	Name	Name
Gary Arnold	Caltrans	Associate Transportation Planner	Government, State
Blaze Baker	Beale AFB	Installation Management Flight Chief	Government, Military
Swarnjit Boyal	OPUD	Manager	Government, District
Michael Bessette	Sutter Butte Flood Control Agency	Executive Director	Government, JPA
Jeremy Brown	Yuba College	Vice- President	Education
Samuel Bunton	Yuba County	Assistant Director, Public Works	Government, County
John Buse	Beale AFB	Acting Deputy Commander	Government, Military
Rick Crabtree	City of Live Oak	Interim City Manager	Government, City
Terri Daly	Yuba Water Agency	Assistant General Manager	Government, Special District
Brian Davis	Linda County Water District	General Manager	Government, District
Tawny Dotson	Yuba College	President	Education
Rachel Downs	Yuba County	Project Manager, Community Development & Services Agency	Government, County
Bob Eckardt	Sutter County One Stop	CEO	Government, Education
Dan Flores	City of Marysville	Community And Economic Development	Government, City
Neal Hay	Sutter County	Director Development Services	Government, County
Brennan Howell	Beale AFB	Lt. Col., USAF Commander	Government, Military
Caron Job	Yuba County One Stop	CEO	Government, County
Suki Johal	Caltrans	Associate Transportation Planner - North Branch District 3	Government, State
Jason Kopping	Yuba County Airport Projects	Y.C. Airport CEO	Government, County
Diana Langley	City of Yuba City	City Manager	Government, City
Mike Lee	Yuba County	Community Development & Services Agency Director	Government, County
Creig Marcus	Enterprise Rancheria Estom Yumeka Maidu	Tibal Administrator	Tribal
Kimberly Matta	Yuba County Airport Projects	Y.C. Airport Administrator	Government, County
Mathew Mauk	Yuba Sutter Transit	Executive Director	Transportation
Patrick Meagher	RD 784	Reclamation District Manager	Government, County
Ymelda Mendoza-Flores	BETTER WAY	Homeless Services Program Coordinator	Government, District
Ben Moody	City of Yuba City	Director of Public Works & Development Services	Government, City
Kyle Morgado	Yuba County TRLIA	Operations Manager	Government, District
Ashley Potocnik	City of Yuba City	Development Manager	Government, City
Emily Rary	Beale AFB	Community Engagement Specialist	Government, Military
Jim Schaad	City of Marysville	City Manager	Government, County
John Tillotson, PE	OPUD	Director of Public Works	Government, District
Bill Zenoni	City of Wheatland	City Manager	Government, City

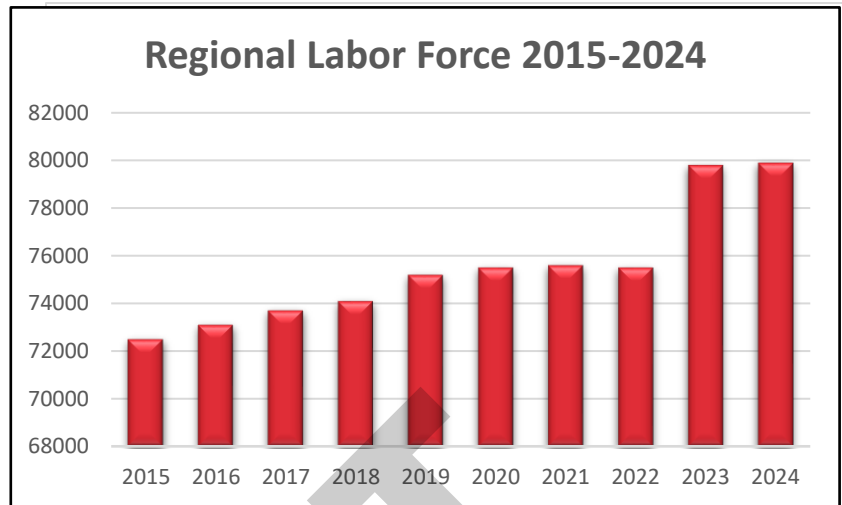
Adjustment to Strategy

In 2020, YSEDD/YSEDC completed its five-year update of the Comprehensive Economic Development Strategy. The process began in February of 2020 and was approved by the Department of Commerce Economic Development Administration in August 2020. A comprehensive community-wide SWOT analysis and survey was conducted, analyzed, reviewed and new regional goals and tactics were set or strengthened. YSEDC is currently working on its new five-year update of the CEDS. The Yuba City, CA MSA economic strength ranking ranks 157 out of 384 Metropolitan Statistical Areas. Since 2016, it improved by 117 rankings according to POLICOM, an independent research company that specializes in studying the dynamics of local economies. The Yuba City, CA MSA is currently in the process of its new five-year update.

Labor Force

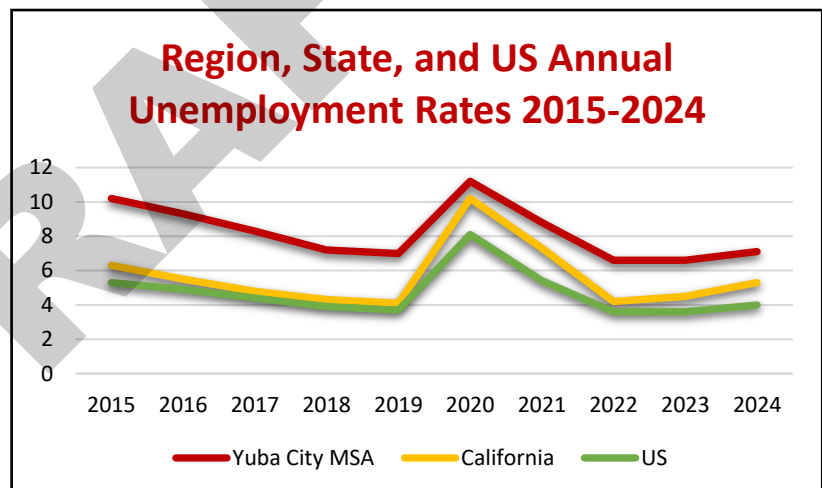
Regional Labor Force 2013-2023

The region's economic activity and well-being is reflected to large degree by the number and types of jobs available. Between December 2023 and December 2024, the region's annual labor force increased from 79,800 to 79,900 which was a .125 percent increase over the year. Between 2015 and 2023, the number of individuals counted as part of the labor force increased by 7,400 or 10.21 percent over the 10 years. The region has 58.3 percent participation rate. For purposes of comparison, California has 63.9 percent, and the nation has 63.2 percent. The region is currently experiencing an abundance of jobs but is lacking an experienced/trained workforce to fill these jobs. Source: State of California Employment Development Department – Labor Market Information



Unemployment

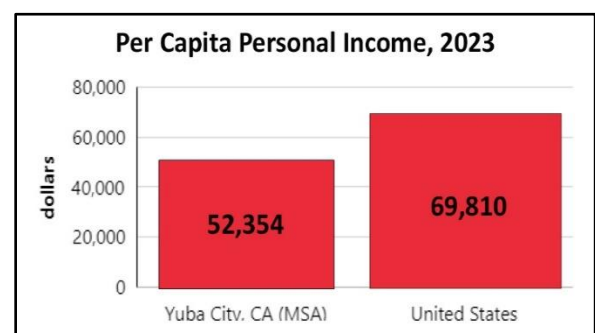
The region's 2024 annual average unemployment rate (7.1 percent) was 183.3 percent higher than the national average (4.0 percent) and 147 percent higher than the state's (5.3 percent). Rates are not seasonally adjusted. Since the Yuba Sutter Economic Development District was formed, the gap between the regional and national annual average unemployment rate has been closing. In 1996, the annual average unemployment rate for the region was 15.3 percent and the national 5.5 percent, a 278 percent difference compared to the January 2021 rate, (Yuba City MSA 7.1. vs National 4.0 percent), a difference of 177.5 percent.



Source: State of California Employment Development Department – Labor Market Information & Bureau of Labor Statistics

Per Capita Personal Income

Per capita personal income is widely used as an indicator of the economic well-being of the residents in an area. Changes in these figures provide evidence that regions are becoming wealthy as compared to a national benchmark. It is a measure of all income sources, wages and salaries, assets, income and transfer payments divided by total population. In 2023, Yuba City, CA (MSA) had a per capita personal income (PCPI) of \$52,354. This PCPI ranked 295th in the United States and was 75 percent of the national average of \$69,810. The 2022 PCPI reflected an increase of 4.3 percent from 2022. The 2022–2023 national change was 5.4 percent. In 2013, the PCPI of Yuba City, CA (MSA) was \$35,158 and ranked 276th in the United States. The

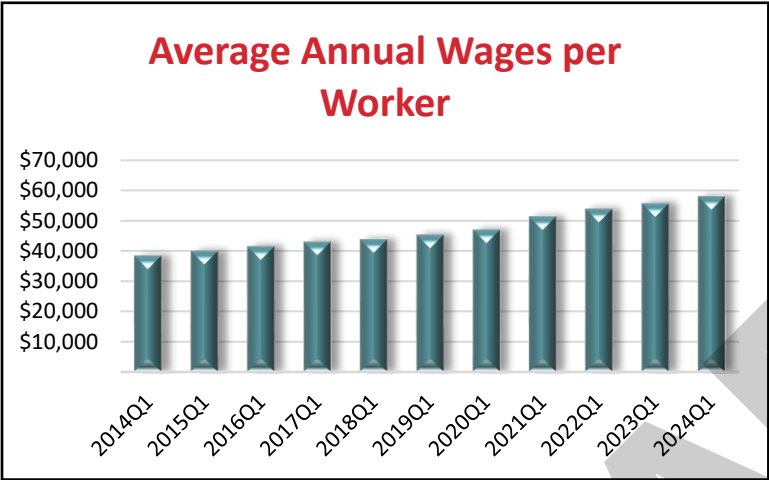


2013–2023 compound annual growth rate of PCPI was 4.1 percent. The compound annual growth rate for the nation was 4.6 percent.

In 2023, Yuba City, CA (MSA) had a personal income of \$9,615,788. This personal income ranked 255th in the United States. In 2013, the personal income of Yuba City, CA (MSA) was \$5,941,020 and ranked 256th in the United States. (Source: U.S Department of Commerce Bureau of Economic Analysis).
**Personal income estimates are in thousands of dollars, not adjusted for inflation.*

Average Wages

The average worker in the Yuba City MSA earned annual average wages of \$58,262 as of 2024Q1. Average annual wages per worker increased 4.18 percent in the region over the preceding four quarters. For comparison purposes,



national annual average wages were \$72,405 for the same period. The lower wages are generally attributed to the fact that the region is predominately rural with the largest industry sectors being Agriculture, Forestry, Fishing and Hunting, and Retail Trade.

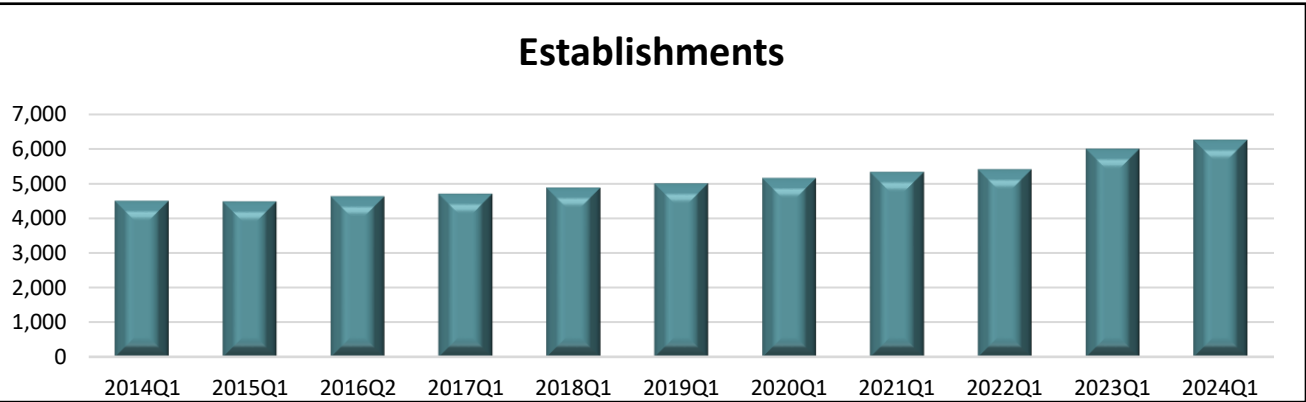
Sectors in the Yuba City, CA MSA with the highest average wages per worker are Mining, Quarrying, and Oil and Gas Extraction (\$120,082), Utilities (\$95,547), and Public Administration (\$91,275). Regional sectors with the best job growth over the last 5 years

are Transportation and Warehousing (+1,394 jobs), Accommodation and Food Services (+1,263), and Health Care and Social Assistance (+1,036).

Over the next year, employment in the Yuba City, CA MSA is projected to expand by 418 jobs. The fastest growing sector in the region is expected to be Health Care and Social Assistance with a +1.6% year-over-year rate of growth. The strongest forecast by number of jobs over this period is expected for Health Care and Social Assistance (+156 jobs), Accommodation and Food Services (+49), and Public Administration (+40).

Establishments

Establishment counts represent the number of locations with paid employees at any time during the year. Growth in the number of establishments can reflect increased tax base and jobs. In 2023Q1, Yuba City MSA had 6,265 establishments, a 7.04 percent increase from 5,853 in 2023Q1. Source: JobsEQ



Cost-of-Living Index

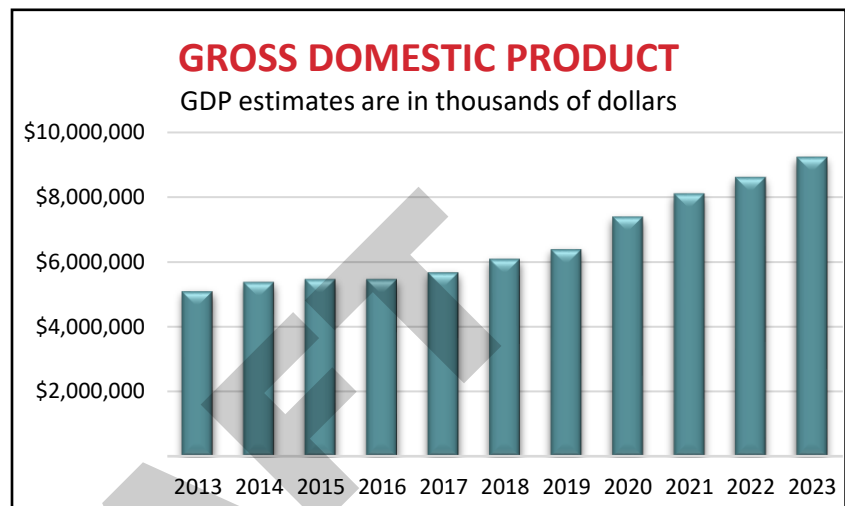
The Cost-of-Living Index estimates the relative price levels for consumer goods and services. When applied to wages and salaries, the result is a measure of relative purchasing power. The cost of living is 14.4% higher in Yuba City, CA MSA than the U.S. average. For comparison purposes the cost of living in California is 41.2% higher than the U.S. average.

Gross Domestic Product

Gross Domestic Product (GDP) is the total value of goods and services produced by the region. In 2023, Yuba City MSA produced \$9,225,272,000 in current-dollar total GDP* compared to 2022 total GDP of \$8,608,166,000. This GDP ranked 276th among MSAs. In 2023, real GDP expanded 2.1 percent. This follows growth of 96.2 percent in 2021.

Industry Composition: Goods-and services-producing industries and government comprise total GDP. Industry statistics reflect the value of goods and services produced by each of those industries located in Yuba City MSA. Of the sectors in the Yuba City, CA MSA, Unclassified contributed the largest portion of GDP in 2023 at \$784,331,000.

The next largest contributions came from Health Care and Social Assistance (\$755,465,000); Public Administration (\$755,703,000); and Retail Trade (\$718,846). (Source: U.S Department of Commerce Bureau of Economic Analysis).



Performance Measures

An evaluation framework serves as a mechanism to gauge progress on the implementation of the overall CEDS. It is a crucial element of the ongoing planning process and should answer the questions “How are we doing?” and “What can we do better?”

The following performance measures help to provide a framework for evaluating if the progress of activities in achieving the vision, goals, and objectives of the CEDS are making a difference in the local economy. The metrics are broad measures of progress. Improvement in the metrics may be attributed to external factors other than causally related to the economic and workforce development efforts underway in the region.

Performance Metrics

1. **Wealth Creation** Gross Domestic Product (GDP) – Has real GDP increased in the region compared to the previous 12 months?
2. **Employment Growth** – Has employment increased in the Yuba-Sutter region compared to the previous 12 months?
3. **Job Earnings** – Has the percentage of job earnings in the region increased compared to the previous 12 months?

4. **Poverty Rate** – Is the percentage of individuals in the region below the national level?
5. **Education** – What is the percentage of education attainment as compared to the national level?
6. **Unemployment Rate** – Has the unemployment rate decreased compared to the previous 12 months?

Performance Metrics Comparison 2023 versus 2024

Employment/Workforce - Yuba City MSA

	2023	2024	Trend
Industry Employment (Annual)	57,500	58,449	↑ 1.7%
Labor Force	79,800	79,900	↑ .13%
Unemployment (Annual Not Adjusted)	6.64%	7.1%	↑ 6.9%
Annual Wages (Q)	\$55,925	\$58,262	↑ 4.2%

Economic - Yuba City MSA/USA

	Yuba City MSA 2023	Yuba City MSA 2024	USA 2024	Trend
Poverty Levels	13.8%	14.3%	12.5%	↑ 3.6%
Median Household Income	\$71,066	\$73,693	\$74,580	↑ 3.7%
Yuba City MSA 2022 vs 2023				
Wealth Creation (Gross Domestic Product) 2022 vs 2023	\$8,608,166,000.	\$9,225,272,000		↑ 7.2%

Education Attainment - Yuba City MSA/USA

	Yuba City MSA 2023	Yuba City MSA 2024	USA 2024	Trend
No High School Diploma	18.1%	17.8%	10.1%	↓
High School Graduate	24.1%	25%	25.1%	↑
Some College, No Degree	27.7%	27.5%	19.7%	↓
Associate degree	10.8%	10.5%	9.2%	↓
Bachelor's degree	13.1%	13.1%	22.4%	↓
Postgraduate Degree	6.2%	6.0%	13.4%	↓

Evaluation of Progress on Goals and Tactics

This section presents the vision and goals for the Yuba-Sutter region. It also identifies actions that support the identified pillars and goals for the region. The CEDS will inspire and guide the community, its leaders, and the Yuba-Sutter Economic Development District in creating a dynamic region. The strategy focuses on economic resiliency and recovery while building regional capacity and collaboration resulting in a vibrant and prosperous community.

Vision

To foster a vibrant, prosperous, and growing Yuba-Sutter region through exceptional leadership and involvement of the community.

Goals and Accomplishments in 2024

Data for this section was provided by implementation partners for the region responding to an evaluation questionnaire or providing direct outcomes to YSEDC. The implementation partners represented both public and private sectors.



Goal 1 – Create and maintain a competitive region through economic development

Strengthening existing clusters has the potential to entice similar industries and suppliers to the region's existing industries in agriculture, healthcare, manufacturing, aerospace, and government. The region must coordinate efforts to create, grow and maintain competitive areas of proficiency and innovation to drive the evolution of these existing clusters. Regional development of the clusters will have considerable employment ripple effects and improve the wage and tax base.

Implementation Partners: Yuba-Sutter Economic Development Corporation (YSEDC); Sutter and Yuba Counties; Cities of Live Oak, Marysville, Wheatland, and Yuba City; Yuba-Sutter Chamber of Commerce; Sutter and Yuba One Stops; and Yuba College.

Tactic 1 – Attract more industries to the region

Both Yuba and Sutter counties worked diligently to improve the region to attract more industries by continuing to develop infrastructure projects. In 2024, there were 29 project inquiries for the region which had the potential private investment of \$1.001 billion and the creation of over 46,211 jobs. Unfortunately, the region was unable to site any of these businesses mainly due to lack of water and wastewater infrastructure.

The two counties have continued support of their largest employers, Beale Air Force Base and agriculture. Increases in crop values and harvest acreage improved the gross value of agricultural production. Yuba County's agriculture's 2023 gross value increased by 4 percent from the 2022 values and Sutter County increased approximately 35.7 percent.

The region must continue to support and enhance base/community engagements to support Beale Air Force Base and its missions. In 2024, Beale Air Force Base completed 1 of the 23 construction/renovations projects listed in 2023 Appendix V of the CEDS. This project represented \$3.3 million in Federal funds. Beale AFB added three new projects to the 2024 Public Works Projects update.

Yuba County, the Olivehurst Public Utility District (OPUD), the City of Wheatland, and Yuba Water Agency have partnered to develop and implement a regional solution for immediate and future wastewater needs. The initial phase of the regionalization project is to connect two disadvantaged communities (DAC), Wheatland and Olivehurst. The project will connect Wheatland to OPUD for the provision of wastewater collection and treatment which allows for the decommissioning of Wheatland's aging wastewater treatment plant. Efforts are being coordinated to obtain state and federal grant funding for this project which will provide a more efficient and effective wastewater solution, and to protect the groundwater basins in south Yuba County. Design and environmental reviews are complete and being reviewed for state grant approval. Phase 2 of this regionalization project is to expand water and wastewater lines for the County's employment corridor and Sports and Entertainment Zone. Design and engineering are complete in this phase of the project.

OPUD and Wheatland have applied to the State Water Resources Control Board Clean Water State Revolving Fund (SCWSRF) for construction funding for the regional pipeline from Wheatland to OPUD and for other necessary improvements to the OPUD wastewater treatment plant. The application is complete, and the project is categorized as “fundable” by the SWRCB and is going through the required stages of review by SWRCB staff. This grant would fund approximately \$30 million of the estimated \$130 million needed for the project. OPUD and Wheatland have also each submitted applications for \$20 million (\$40 million total) to the US EPA’s Environmental and Climate Justice Community Change Grants Program. In conjunction with the Yuba-Sutter EDC, additional grants for up to \$10 million will be submitted to U.S. Department of Commerce Economic Development Administration. Yuba Water Agency is exploring options to loan the remaining funds necessary to complete the project. In addition, further expansion of this regional water/wastewater system to enable commercial and industrial development is designed and funding sources for the approximately \$70 million needed for the project are being explored. Construction on the project is planned for 2025.

Tactic 2 – Boost Entrepreneurial Development

There were 38 inquiries for business financial assistance of which 12 were start-ups. Most of these businesses were not ready and were referred to Sacramento Small Business Development Center, or Small Business Administration for start-up assistance such as business basics and planning. YSEDC made two loans in 2024, one for business expansion (\$60,569) and one for operating capital (\$51,400). YSEDC’s Consortium partner, Sacramento Valley SBDC provided \$314,248 in business loans. These loans created 12 jobs and retained 24 full or part-time jobs. In 2024, YSEDC expended 1,200 staff time hours and provided 2,452 businesses business technical assistance. In addition, YSEDC offered QuickBooks Online training to 12 businesses with 8 completing the training and 6 receiving a one-year online scholarship.

Tactic 3 – Maintain, Promote and Expand Regional Businesses

The Yuba-Sutter Business Consortium, a committee of YSEDC, conducted two business outreach walks, one in May 2024 (Yuba County Foothills and Wheatland) and one in October 2024 (Marysville Downtown Corridor). The purpose of the walk was to determine the current health and needs of businesses in the survey areas. There were 124 businesses visited and 69 participated in the survey. Of those Wheatland/Foothill businesses surveyed, 55 percent reported their business was up or steady and 29 percent were down. These businesses surveyed reported their greatest challenge was the effect the economy was having on their business, followed by lack of knowledge or skill to market their business, followed by workforce and related issues. Of those businesses surveyed in the downtown area of Marysville, 57.5 percent reported their business down as a direct impact of the Marysville Hotel Fire/Highway 70 closure. Other challenges faced by these businesses were homelessness and related issues and the economy.

YSEDC, in partnership with the city of Marysville, designed and implemented a business façade grant, business training or loan forgiveness program. The City has allocated \$300,000 in funding for this program. Funds have been fully expended, and 30 businesses were awarded.

Sutter and Yuba County One Stops provided 3,956 business services to employers; promoted 1,371 employment opportunities for employers, provided 64,574 employment services to individuals; hosted 20 job fairs/on-site and virtual recruitments; initiated 18 on-the-job training contracts; assisted 51 individuals with lay-off aversion and had 457 jobs created.

YSEDC and consortium partner, Sacramento Valley SBDC provided a variety of technical/financial assistance resources and referrals. There were 183 consulting hours, and 114 local businesses served. There were \$362,890 in loans made with \$314,248 in private capital infusion. This technical/financial assistance included federal, state,

and private funded grant/loan assistance, marketing, and general business technical assistance. There were 27 jobs created, and 51 jobs were retained due to this assistance.

Yuba-Sutter Chamber of Commerce provided 89 business networking events to 2,750 businesses and made multiple referrals to other Yuba-Sutter Business Consortium partners. Chamber also has an established Government Affairs Committee, to study and analyze issues of interest to the Yuba-Sutter area and its business community; to take advocacy positions on those issues; and to communicate the Chamber's viewpoint clearly to its membership, elected officials, and the community at large. While its endeavors may not have directly ushered in policy changes, the committee's unwavering commitment to the well-being of the community has been palpable. Through a series of meticulously organized meetings, the committee has played a pivotal role in fostering a deeper understanding of governmental processes and policies among our citizens.

Bishop's Pumpkin Farm was host to the California Pumpkin Growers 2024 National Pumpkin Weigh Off in the city of Wheatland. Growers from across the United States and Canada participated in the event bringing in thousands of visitors to the region and international attention.

Yuba Water Agency has committed to investing \$10 million a year into programs and projects that align with the agency's core mission areas with a goal of improving the quality of life in Yuba County. The mission areas include infrastructure expansion, education and workforce development, tourism and visitor services and technology clusters.

In partnership with Sacramento Valley Small Business Development Center, Yuba County hosted "Yes to Startups". Thirty local businesses joined a 6-week online bootcamp, learning fundamental skills, business plan basics and pitch deck best practices. Participants then competed in 2 rounds of rigorous pitch competitions, a local rendition of "Shark Tank". Finalists earned up to \$10,000 in grant money to invest in their business ventures.

One of Yuba County's larger employers, Hard Rock Hotel & Casino Sacramento at Fire Mountain celebrated its 5-year anniversary in October of 2024. Over the past 5 years, the integrated resort has had an economic impact of over \$2B on the region, has welcomed more than 10 million guests, and has over 25% of its original 1,200 team members still employed at the property. Over 60% of its employees reside in Yuba Sutter Counties. The resort hotel casino is owned by the Enterprise Rancheria Tribe.

Hard Rock Sacramento most recently it was recognized as the #1 Casino with Live Entertainment in the United States from the 2025 Newsweek Reader's Choice awards. Pollstar ranked Hard Rock LIVE Sacramento #4 worldwide, #3 in the U.S. and #1 music venue by sales in California in 2024. In 2024, Hard Rock LIVE Sacramento hosted 86 events with nearly 147,000 in total attendance. Across 20 different entertainment genres, Hard Rock Live events continue to offer a variety of entertainment for all and have held several outdoor uses of the facility including tradeshows, meetings, charity events, and other activities.

Hard Rock Hotel & Casino Sacramento at Fire Mountain and Enterprise Rancheria continue to focus on securing 352 acres between the existing casino and the Toyota Amphitheater for future ownership and development. They have obtained a property option, have completed initial due diligence on master planning, and have begun discussions in 2025 with potential development partners with the intent to create a one-of-a-kind regional entertainment destination to support its business diversification and supporting the growth of the sports and entertainment zone.

Hard Rock Hotel & Casino Sacramento at Fire Mountain and the Enterprise Rancheria Community Fund continue to support the community philanthropically and have provided approximately \$3.7 million in charitable donations and in-kind gifts since opening. In 2024, their charitable foundations committed to a 5-year \$1M donation to Sutter Health Medical Foundation through the property's Pinktober program to support resources and funding

for cancer related initiatives in Yuba County. Hard Rock Sacramento and Enterprise Rancheria also fund numerous other regional entities including Ronald McDonald House Sacramento's Yearly Room Sponsorship, Marysville Peach Festival, Say You Can, Happy Landings with Beale Air Force Base as well as the Airmen's Ball held at Hard Rock Live, host of local country music artist Tyler Rich's "The Event" helping raise funds for the local K9 Officer's Association, United Way and SAYLove, Flying U Rodeo's Marysville Stampede and many other fundraising program in Northern California.

In Yuba County

BK Valves, a reputable wastewater and hydropower design and construction firm has created a Nor-Cal office in Olivehurst, bringing about 10+ high-quality jobs.

American Wood Fibers, in Olivehurst was awarded \$1.7 million by CAL FIRE to install a "wood flour system" that will increase consumption of mill residuals and jobs.

Benzeen Auto – Upsizing from 2 acres to 45 acres and is one of the top 50 sales tax generating businesses.

In Live Oak

Diamond Walnut Facility Reuse Plan

The 1920's Diamond Walnut plant was no longer in operation when it burned down in 2022. The site is located within the downtown area. Creating a viable reuse plan for this property is critical in the expansion of the downtown corridor.

2024-25 UPDATE: The post-fire clean-up of the site was completed in 2024.

POST-FIRE CLEAN-UP PROJECT COMPLETED-\$75,000 (State Funds)

In Marysville, there have been 27 new businesses located within the city, one business relocated and one large development project. These businesses have created or retained 125-130 jobs in the city.

Horizon Wellness and Skin Care
The Backyard
Lighthouse Barbershop
King's Accountant
USA Modern Kitchen and Bath
Ken's Autobody
Salvaged Crew Tattoo & Piercing
Palomas
Clockwork Games
Double Z's Custom Butcher Shop
House of Pizza

Honey Barn & Boutique
Antonio's Quick lunch
Marysville's Tire and Wheels
The Bloc Shop
Hai Mochi House
Powerhouse
Inkredible Creations Tattoos
Casa de Esperanza
Express Postal Solutions
The Rolling Rack

B Street Property - Escrow closed on the development property in Marysville in October 2024. The new Hyatt Studios hotel will feature a conference room and outdoor terrace, perfect for special events overlooking Ellis Lake. The hotel will be accompanied by a Grocery Outlet and Starbucks, conveniently accessible to hotel guests and travelers along SR70. The developers have created spectacular landscape plans to mirror Ellis Lake Park, further enhancing the gateway to Marysville. Once complete, the project will be a testament to the city's growth and development.

In Yuba City, 24 businesses were opened within the city and 336 new businesses licenses were issued in 2024. The new businesses created 265 full or part-time jobs.

- **Raising Cane's** - Located at Harter Marketplace at 1083 Harter Parkway. The business opened in November 2024 and created 130+ jobs.
- **Dutch Bros** - Located at Harter Marketplace at 1111 Harter Parkway. The business opened in November 2024 and created approximately 10+ jobs.

- **Rym's Boba & Rolls** - Located at Feather Down Shopping Center at 1282 Stabler Lane. The business opened in July 2015 and created 5 jobs.
- **Pineapple Hawaiian BBQ** - Located at Orchard Plaza at 510 Bogue Road. The business opened in March 2024 and created 5 jobs.
- **Hooligans Bar & Bistro** - Located in Downtown Yuba City at 628 Plumas Street. The business opened in June 2024 and created 10+ jobs.
- **The Cheesesteak Shop** - Located at Feather Down Shopping Center at 1258 Stabler Lane. The business opened in November 2024 and created 10+ jobs.
- **Goldfish Seafood Market 2** - Located at 1388 Bridge Street, this is an expansion of an existing small business in Los Angeles. The business opened locally in September 2024 and created 5+ jobs.
- **Nalu Hawaiian BBQ** - Located at 920 Colusa Avenue. The business opened in April 2024 and created 10+ jobs.
- **CC Social** - Located in Downtown Yuba City at 667 Plumas Street, CC Social is an extension of the existing City Café Restaurant. The expansion opened in June 2024.
- **Cube Smart Self Storage** - Located at 3142 Colusa Highway. The business opened in July 2024 and created 2 jobs.
- **Wayback Burgers** - Located at the Raley's Shopping Center at 712 W Onstott Frontage Road. The business opened in May 2024 and created 10+ jobs.
- **Sacred Earth Apothecary** - Located at 229 Clark Avenue. The business opened in July 2024 and created 2+ jobs.
- **Yuba City Fit Body Boot Camp** - Located at 546 Second Street. The business opened in September 2024 and created 5+ jobs.
- **Yuba Sutter Cakes** - Located in Honeycomb Square at 861 Gray Avenue. The business opened in November 2024 and created 5+ jobs.
- **The Village Coffee Shop and Bistro** - Located at 101 Clark Avenue. The business opened in November 2024 and created 5+ jobs.
- **Nearly Feral Salon** - Located at 1600 Star Drive. The business opened in November 2024 and created 5+ jobs.
- **Falafel Corner** - Located at the Raley's Shopping Center at 708 W Onstott Frontage Road. The business opened in November 2024 and created 5+ jobs.
- **Infinity Nail Bar** - Located at 964 Gray Avenue. The business opened in August 2024 and created 5+ jobs.
- **Punjabi Family Salon** - Located at 1600 Butte House Road. The business opened in December 2024 and created 5+ jobs.
- **Velly Pizza** - Located at 1415 Garden Highway. The business opened in November 2024 and created 10+ jobs.
- **All Power Services** - Located at 2530 Colusa Highway. The business opened at this location in January 2024 and created 5+ jobs.
- **The Rack** - Located in Downtown Yuba City at 653 Plumas Street. The business opened in December 2024 and created 2+ jobs.
- **Skip's Music Café** - Located in Downtown Yuba City at 787 Plumas Street. The business opened in December 2024 and created 2+ jobs.
- **Krazy Katz Vintage Vinyl Records** - Located in Downtown Yuba City at 787 Plumas Street. The business opened in December 2024 and created 2+ jobs.



Goal 2 – Develop, retain, and attract talent

It is imperative that the region prepare young students and adult learners with critical in-demand education skills, competencies and knowledge that align with existing and evolving business and industry needs. Many industries are suffering because job seekers lack essential skills. The region must build awareness among residents, businesses, and leaders that education and lifelong learning are important drivers of economic development.

Implementation Partners: Yuba-Sutter Economic Development Corporation; Sutter and Yuba One Stops; Tri-County ROP/CTE; Yuba-Sutter Chamber of Commerce; The Work Hub; AeroSTEM Academy; K-12 Institutions; Sutter and Yuba Counties; Cities of Live Oak, Marysville, Wheatland, and Yuba City; and Yuba College.

Tactic 1 – Increase Collaboration between educational institutions

Yuba College: In 2024, Yuba College worked to refine partnerships with K-12 districts in their service area to ensure we are reaching as many high schools and eligible high school students as possible. This included expansion of our dual enrollment offerings, in partnership with the Yuba County Office of Education, into the juvenile justice system to support justice-impacted youth in accessing education and training. In addition, YC partnered with the Sutter County Office of Education to create an innovative college and careers-access pathway consortium designed to support students more broadly with particular attention to charter schools. The college held a dual enrollment summit with all K-12 partners invited to attend, created an advisory committee for dual enrollment, hired a dual enrollment director, and is in the process of adding counseling faculty support. Through these and many other concerted efforts to expand access to higher education, dual enrollment has grown to include more than 2,000 high school students this academic year at YC, which is more than double the number of students who had access to these pathways four years ago.

As Yuba College seeks ways to continue to meet the unique needs of its service district, they are now looking to expand the Watershed Management Program to include forest management and fire suppression and will work to design and start an agriculture technology program soon with the planned hiring of a full-time faculty in AgTech in the 2025-2026 Academic Year. The Yuba-Sutter region continues to be an ag-based economy. Jobs in AgTech are high wage and high demand and offer opportunities to meet key needs for local agriculture businesses. Partnering with county supervisors in the region, Yuba College is working with Woodland Community College to strengthen pathways between our educational programs and jobs at the counties in its service area. This partnership is exploring short term courses and potential apprenticeships to address "hard to fill" vacancies in Yuba, Sutter, Colusa, and Lake Counties.

Through the leadership of faculty, Yuba College was certified to be both a teaching and home college for the California Virtual Campus Exchange. This offers Yuba College's students the opportunity to access an exchange of courses at more than 100 community colleges in California and for students throughout California to have access to YC's classes as well. In addition, YC received more than \$600,000 in grant funding for faculty to create open educational resources or zero textbook cost materials. This work will reduce or eliminate textbooks costs for students in classes.

The college completed modernizations in Buildings 200 and 1000 along with a new softball field on Marysville Campus. A cell phone tower was installed at Marysville Campus to improve cell service in the surrounding area as well and currently has T-Mobile and AT&T units on the tower. In 2025-2026, a project to remodel the Student Services Building, Building 100B, will start construction and a new facilities master plan will be completed to plan for future needs.

Tactic 2 – Improve understanding of all ethnic cultures that live, work within, or visit the region

The Sutter County Museum tells the story of the Yuba-Sutter community, from the Native Americans who lived here pre-contact to the present. This is done through a combination of exhibits, both permanent and temporary, and public programs. Permanent exhibits include the Nisenan people, John Sutter, the history of agriculture in the area, and its multi-cultural wing, which tells the stories of ethnic communities with sizable populations in Yuba-Sutter.

The Museum was constructed with funds from Howard and Norma Harter, the Sutter County Historical Society, and other private donors. It was presented to the Sutter County Board of Supervisors as a gift to the community in 1975. Since then, it has been expanded multiple times, all through the generosity of private donors.



Goal 3 – Improve and modernize infrastructure

Adequate capacity and condition of infrastructure assets contributes to overall economic competitiveness. Strategic investments must be made to ensure that these assets are maintained and expanded. The region will become more competitive when businesses, entrepreneurs and residents are able to make use of well-coordinated and robust regional infrastructure for transportation, water, wastewater, gas, broadband, housing, and the natural environment.

Implementation Partners: Yuba-Sutter Economic Development Corporation; Sutter and Yuba Counties; Cities of Live Oak, Marysville, Wheatland, and Yuba City; Yuba-Sutter Chamber of Commerce; Yuba-Sutter Transit; Yuba Water Agency; Caltrans; Pacific Gas and Electric and Special Districts.

Tactic 1 – Modernize the region’s Infrastructure to meet future demand and respond to changing business needs

Regional Projects

Feather River West Levee Project - Sutter and Butte counties are planning to improve 44 miles of levees from Thermalito Afterbay south to the Sutter Bypass to reduce flood risk and remove more than 34,000 properties from FEMA Special Flood Hazard Areas. Among other important improvements, the project will sustain and grow the local economy by creating construction jobs, protecting property values, and allowing for responsible residential, commercial, and industrial development. Phase I –Thermalito Afterbay to Star Bend was completed by 2016. Phase II will include the area south of Star Bend to the confluence of the Feather River and the Sutter Bypass.

2024-2025 UPDATE: Levee repairs will be completed in two separate phases: Project I, the Feather River West Levee Project, includes work from Thermalito Afterbay to Star Bend, just south of Yuba City, and was completed at the end of 2020. Project II includes the area south of Star Bend to the confluence of the Feather River and the Sutter Bypass. Project II work completed to date includes a one-mile section of levee at Laurel Avenue, another five miles of levee improvements between Star Bend and Laurel Avenue completed by the U.S Army Corps of Engineers (USACE). USACE also completed another mile of levee improvements between Laurel Avenue and the Highway 99 bridge crossing the Feather River. SBFCA is currently in design and permitting of the last 1.6 miles of levee along the lower Feather River west levee which is scheduled to be in construction in 2025. The Feather River West Levee Project is on schedule and within budget.

Flood Protection of the City of Marysville - A public works project to repair and upgrade the ring levee to be certified as providing a 200-year level of flood protection. The Marysville Ring Levee project is a multi-phase project that will upgrade the levee that surrounds Marysville. The primary purpose of the project is to strengthen the existing levee by implementing additional measures to reduce the likelihood of through-seepage and under-seepage. The U.S. Army Corps of Engineers Sacramento District is partnering with the California Central Valley Flood Protection Board and the Marysville Levee District to complete the estimated \$92.5 million project. The

state of California has appropriated \$17 million toward the project as part of their commitment to upgrade the state's levee systems. The project is designed and constructed to meet the state's requirement of 200 year-level flood risk for urban areas - or a 1-in-200 chance of flooding in any given year. Due to the elevation of the levees, the project will surpass those criteria making Marysville one of the lowest at-risk cities in California's Central Valley after all flood reduction measures are constructed.

2024-2025 UPDATE: NEARING COMPLETION--FOURTEEN years and more than \$100 million after it began, the U.S. Army Corps of Engineers is nearing completion of the Marysville Ring Levee Project. The multi-phase project to upgrade the 7.6-mile ring of levees that have kept Marysville from flooding since 1875 began in 2010. The project, which includes installation of seepage cutoff walls to depths greater than 100 feet, and stability berms, is designed to meet the 200 year-level flood risk for urban areas--or a 1-in-200 chance of flooding in any given year, but the Army Corps states that due to the elevation of Marysville's levees, the project will surpass that criteria making Marysville one of the lowest at-risk cities in California's Central Valley after the project is complete.

South Yuba County Regional Sewer Project - Yuba County, the Olivehurst Public Utility District (OPUD), the City of Wheatland, and Yuba Water Agency have partnered to develop and implement a regional solution for immediate and future wastewater needs. The initial phase of the regionalization project is to connect two disadvantaged communities (DAC), Wheatland and Olivehurst. The project will connect Wheatland to OPUD for the provision of wastewater collection and treatment which allows for the decommissioning of Wheatland's aging wastewater treatment plant. Efforts are being coordinated to obtain state grant funding for this project which will provide a more efficient and effective wastewater solution, and to protect the groundwater basins in south Yuba County. Design and environmental review are complete and being reviewed for state grant approval. Phase 2 of this regionalization project is to expand water and wastewater lines for the County's employment corridor and Sports and Entertainment Zone.

2024-2025 UPDATE: OPUD and Wheatland have applied to the State Water Resources Control Board Clean Water State Revolving Fund (SCWSRF) for construction funding for the regional pipeline from Wheatland to OPUD and for other necessary improvements to the OPUD wastewater treatment plant. The application is complete, and the project is categorized as "fundable" by the SWRCB and is going through the required stages of review by SWRCB staff. This grant would fund approximately \$30 million of the estimated \$130 million needed for the project. OPUD and Wheatland have also each submitted applications for \$20 million (\$40 million total) to the US EPA's Environmental and Climate Justice Community Change Grants Program. In conjunction with the Yuba-Sutter EDC, additional grants for up to \$10 million will be submitted to U.S Department of Commerce Economic Development Administration. Yuba Water Agency is exploring options to loan the remaining funds necessary to complete the project. In addition, further expansion of this regional water/wastewater system to enable commercial and industrial development is designed and funding sources for the approximately \$70 million needed for the project are being explored. Construction on the project is planned for 2025.

Reclamation District No. 784 (Special District)

Storm Drainpipe Replacements - This public works project will replace up to 6 aging pipes located within the rural levee portion of the District.

2024-2025 Update: Project approval received from the state and is slated to begin in 2025.

Linda County Water District

Linda Avenue/Griffith Water Treatment - This Linda County Water District project will construct Well No. 17 and a water treatment facility at Linda Avenue at Griffith, to serve the East Linda Specific Plan area.

2024-2025 UPDATE: Project is under construction with a current anticipated finish date in June 2025.

Forest Biomass Business Center Development

Camptonville Community Partnership (CCP), is a small, rural, community-based non-profit organization located in the town of Camptonville in the Yuba County foothills that proposes to develop a small forest biomass to energy facility that would be part of a new small business campus, located in an unincorporated area approximately 11 miles southwest of Camptonville and 3 miles east of Dobbins. CCP intends to attract other businesses to the site,

where heat and power would be available from the facility making the overall facility, a high efficiency combined heat and power operation.

2024-2025 UPDATE: The community scale 5mw biomass to energy power plant will be developed by Engeman Camptonville Green Energy (ECGE). It is spearheaded by an innovative and unique partnership between Camptonville Community Partnership (CCP), a local nonprofit and Engeman Camptonville Green Energy, a leading bio-energy developer. The Project will process unmerchantable woody material from large scale forest restoration projects happening in the Yuba River watershed, increasing the pace and scale of work to improve forest health and reduce the risk of catastrophic wildfire while allowing for many good paying jobs in the area. In September 2024 Yuba Water Agency Board of Directors unanimously voted to approve a \$8.3 million low-interest loan and a \$7 million grant to construct the community-size 5-megawatt (MW) woody biomass to energy plant. This funding will allow CCP to leverage over \$4.5 million dollars of grant funding from the Sierra Nevada Conservancy and the California Energy Commission. Clearing of trees and shrubs began in late December, 2024. Certain long-lead time major equipment for the plant has been ordered as of late 2024.

City of Live Oak Project

Wastewater Treatment Plant Solar - Live Oak's wastewater treatment plant was designed with the possibility of connection to a solar array to power the plant.

2024-25 UPDATE: The funding has been secured; the anticipated start date is April 2025.

City of Wheatland Project

Wheatland Comprehensive Water Project - The City of Wheatland water system is aging with portions of the system more than 100 years old. The project consists of removing the seismically deficient water tower from service by employing new ground mounted hydro-pneumatic tanks and booster pumps to supply water pressure to the City. The project also includes replacement of domestic water meters, new production meters, water meter automation to assist with leak detection and remote metering reading, SCADA replacement, and new billing software.

2024-2025 UPDATE: Project is underway and is anticipated that construction will be complete in spring of 2025.

Wheatland Regional Wastewater Treatment - The City of Wheatland is planning the construction of a new pipeline and three pump stations to convey 1.5 million gallons per day (MGD) of wastewater into a regional sewer system serving south Yuba County. The pipeline will connect to a new Olivehurst Public Utility District (OPUD) sewer or continue of the City's force main (currently under design by others) near South Beale Rd and Highway 65. OPUD sewers will convey the flow to OPUD's wastewater treatment plant (WWTP), where it will be treated to a tertiary level and discharged into the Feather River. Alternatively, the City's pipeline may continue further northward to connect to the Linda County Water District (LCWD) wastewater collection system and then into their WWTP. The City's WWTP will eventually be decommissioned, and the site re-purposed for other uses.

2024-2025 UPDATE: Project design and right-of way acquisition continue. Grant funding from the State Water Resources Control Board has been tentatively approved. It is anticipated that the project will go to bid by summer 2025.

City of Yuba City Projects

Barry School Waterline - The project involves installing 12" and 14" diameter water transmission main in Railroad Avenue from Bogue Road to Stewart Road and in Stewart Road from Railroad Avenue to Garden Highway, as well as a 3" diameter private water service in Railroad Avenue and Barry Road to serve Barry School.

PROJECT COMPLETED- \$4.7 Million (State Revolving Loan Fund)

Second Groundwater Well - The project includes constructing a second groundwater well at the City's Water Treatment Plant to provide additional accessible water resources during times when the City's surface water rights are curtailed.

PROJECT COMPLETED- \$4.35 Million (Federal Bureau of Reclamation, Local – City Water funds)

Aquifer Storage Recovery (ASR) Well - The project involves establishing an ASR well at the City's Water Treatment Plant to further bolster the City's accessible water resources during times when the City's surface water rights are curtailed. The ASR concept includes injecting treated water into the groundwater aquifer during times when surface water availability exceeds demands while extracting groundwater during times when surface availability does not meet demands.

2024-2025 UPDATE: Design and environmental/permitting commenced in 2023. Well drilling and testing will occur in Spring 2025 with pump installation and above-ground piping anticipated to begin in late 2025.

WWTF Outfall and Diffuser Project - The project includes constructing a new 42-inch diameter discharge pipeline from the City's Wastewater Treatment Facility (WWTF) and a new diffuser outlet to the Feather River. The proposed pipeline and diffuser will replace the City's existing diffuser, which was damaged in 2011 by erosion of Shanghai Falls. This project will ensure the City's capability to safely treat wastewater for existing customers, as well as future development.

2024-2025 UPDATE: Final design complete pending receipt of permit conditions from regulatory agencies. Project will be advertised for bids once funding and permits are secured.

Bogue Road Sewer Extension - The project involves extending the existing 18" diameter sanitary sewer in Bogue Road from Railroad Avenue to Phillips Road and constructing a new lift station to facilitate future connection of properties north and south of Bogue Road and east of State Route 99, and to address capacity issues and service of new development areas.

2024-2025 UPDATE: Final design completed in 2024. Construction will be completed in 2025. Project is being coordinated with Bogue Stewart Master Plan improvements.

Tactic 2 – Develop and improve alternative, multi-modal and inter-modal distribution infrastructure

Regional Caltrans Projects

Caltrans has 23 projects slated for construction, rehabilitation, planned or program projects in the Yuba-Sutter region. Three projects were completed in 2024, which represented an injection of \$245.292 million in improvements within the region. Completed projects were:

Yuba 70 Laurellen to Butte County Line SHOPP & STIP Combine (Seg 4&5)

03-4F38U

In Yuba County, near Marysville, from Laurellen Road to South Honcut Creek Bridge on SR 70. Widen roadway for continuous passing lanes, two-way left-turn lane/left turn pockets, standard shoulders and roadside clear recovery zone. **PROJECT COMPLETED-\$114.655 Million (State, Caltrans SHOPP)**

BUT/YUB 70 Seg 3 Combined

03-3H93U

In Yuba and Butte Counties, about 11 miles north of Marysville, on State Route 70 from 0.8 miles north of Chandler Road to East Gridley Road, PM 25.5/25.8 and 0.0/3.8. Widen for continuous passing lanes, two-way left-turn lane/left turn pockets, standard shoulders, and provide a roadside clear recovery zone.

PROJECT COMPLETED-\$65.236 Million (State, Caltrans SHOPP)

Browns Valley Rehab

03-0A570

Near Marysville, from Marysville Road to 0.1 mile east of Yuba River Bridge. Rehabilitate roadway.

PROJECT COMPLETED-\$65.401 Million (State, Caltrans SHOPP)

Sutter County Projects

Howesley Road Bridge Replacement - The county will replace the existing two-lane 260-foot-long bridge utilizing FHWA Highway Bridge Program funds.

2024-2025 Update: The design phase will be completed by June 2025 at which time the County will seek the required federal funding.

Larkin Road Bridge Replacement - The county will replace the existing two-lane 40-foot-long bridge utilizing FHWA Highway Bridge Program funds.

2024-2025 Update: The County has received federal funds to update the design and environmental permits. Construction is anticipated in FY 2027-28.

Nicolaus Avenue Bridge Replacement - The county will replace the existing two-lane 70-foot-long bridge utilizing FHWA Highway Bridge Program funds.

2024-2025 Update: The County has received federal funds to update the design and environmental permits. Construction is anticipated in FY 2027-28.

Tisdale Road Bridge Replacement - The county will replace the existing two-lane 40-foot-long bridge utilizing FHWA Highway Bridge Program funds.

2024-2025 Update: Final right-of-way documents are in process. Construction is anticipated in FY 2025-26.

Kent Avenue Bridge Replacement - The county will replace the existing two-lane 80-foot-long bridge utilizing FHWA Highway Bridge Program funds.

2024-2025 Update: Final right-of-way documents are in process. Construction is anticipated in FY 2025-26.

Yuba County Projects

Goldfields Parkway - This public works project would construct a four-lane arterial around the easterly side of Marysville through the East Linda Specific Plan from Highway 65 at McGowan Parkway to Highway 20 at Plantz Road.

2024-2025 UPDATE: Design complete for section from North Beale Road to Hammonton Smartsville. Rough grading is complete and applying for funds to pave this section.

Highway 70/Plumas Lake Boulevard Interchange Phase 2 - This public works project would link Phase 1 of the Highway 70/Plumas-Arboga Interchange to the eastern Phase II component of the interchange to include a Union Pacific Railroad overpass.

2024-2025 UPDATE: Design is 65% completed. County was awarded \$35,000,000 federal grant to fully fund construction. Construction will likely start in 2026.

North Beale Road Revitalization Improvements - This public works project consists of implementing the road improvements recommended by the East Linda Revitalization Plan which consists of sidewalks, landscaped medians, street lighting, and parking that would improve the safety of the road for motorists, bicyclists and pedestrians as well as improve the appearance of the road corridor to help attract new and retain existing businesses.

2024-2025 UPDATE: North Beale Road Complete Streets Phase II (Hammonton-Smartsville to Linda Ave) is complete. The County secured grant funding to fund phase III (Linda Avenue to approximately 2,400 feet east). Phase III design was recently completed, and construction will start in spring of 2025. Phase IV and V are still in progress.

PHASE II PROJECT COMPLETED-\$14 Million (State, Caltrans ATP)

Linda – Cedar Lane and Alicia Avenue Project - This public works project consists of implementing road improvements to Cedar Lane and Alicia Avenue (from Riverside to Feather River Blvd) in West Linda. This project includes improvements to curb, gutter, sidewalk, drainage, and street overlay.

PROJECT COMPLETED-\$4.4 Million (State ATP FUNDS)

McGowan Parkway Project - This public works project consists of implementing road improvements to McGowan Parkway between SR 70 and SR 65 in Olivehurst. This project includes improvements to curb, gutter, sidewalk, drainage, and street overlay.

PROJECT COMPLETED-\$6 Million (State ATP/IPP FUNDS & Federal ARPA)

County Bridge/Culvert Repair - There are 75 HBP-eligible bridges (greater than 20' in length) and numerous other culvert and drainage structures owned and maintained by Yuba County. Currently the County has 75 bridges that are of sufficient length (>20') to be eligible for Caltrans inspection. Of these, 29 bridges have a SR below 80 and above 50 which qualify for HBP rehabilitation funds, and 8 bridges have a SR below 50 which qualify for HBP replacement funds.

2024-2025 UPDATE: Spring Valley Road bridge replacement completed. Other current bridge replacement projects include Los Verjeles Road, Waldo Road, and Ellis Road. Los Verjeles is currently being constructed and expected to be complete in spring of 2025. Ellis Road and Waldo Road bridge replacements currently are in design. The County applied for an additional five bridge projects through the HBP

SPRING VALLEY ROAD BRIDGE PROJECT COMPLETED-\$3.3 Million (State HBP/FSTIP Funds)

City of Live Oak Project

Pennington Road Rehabilitation - Pennington Road is the main east/west arterial for the City of Live Oak, intersected by State Route 99. Sacramento Area Council of Governments (SACOG) has committed \$915,000 for partial reconstruction of the road from Broadway to Connecticut Avenue during 2012 and 2013. Reconstruction to the east of State Route 99 is also necessary.

2024-25 UPDATE: Reconstruction of Pennington Road East from the High School to the city limits was completed in 2024. **PENNINGTON ROAD EAST FROM HIGH SCHOOL TO CITY LIMITS 2024-\$1.097 Million (State – SACOG & CDBG Funds)**

City of Marysville Project

Proposition 68 Per Capita Program - The city received \$177,952 in Proposition 68 grant funding under this program. City has proposed this funding be used for the replacement of the play equipment and play surfacing at Gavin Park and the addition of an accessible path based on the City's Park and Open Space Master Plan.

GAVIN PARK PHASE II PROJECT COMPLETED-\$169,552 (Prop. 68 Funds)

2023 Measure C / SB 1 Pavement Project - In July 2023, the City Council approved a contract amount of \$3,336,937.60 to a local paving contractor to overlay and pave 11 city-wide roadway segments. Project was completed in November 2023 with one roadway segment carried over to Summer of 2024. Phase 1 of the E. 22nd St Rehabilitation Project (E. 22nd St between SR-20 and Cheim Blvd) was completed under this city-wide paving project.

PROJECT COMPLETED-\$3,167,187 (Measure C, local funds)

14th St Traffic Calming Multi-Modal Pilot Project - The City will pilot a project on 14th Street to address cut through highway traffic away from the residential areas using traffic calming and route diversion techniques. It is anticipated that neighborhood residents will feel safer to walk, bike and use transit with less cut through traffic in the residential areas. A Mode Shift grant was secured from Caltrans through SACOG.

2024-2025 UPDATE: The project is complete, and data results showed a success in shifting traffic away from the residential areas, but a time extension was requested and approved by SACOG to the end of December 2025 for additional observation. **PROJECT COMPLETED-\$168,000 (State CalTrans)**

Fire Station Auxiliary Building - Build and install a prefabricated steel building to house fire apparatuses. Expected to solicit bids in Spring of 2024.

PROJECT COMPLETED-\$379,350 (Local Funds, Measures C & K)

City of Wheatland

Wheatland Complete Streets Project - (First Street/Wheatland Road) - The project is on Wheatland Road beginning at First Street and Highway 65 and continues east past Wheatland High School and Bear River Middle School to the westerly city limit. The project will provide complete bike and pedestrian facilities along the corridor by improving and extending existing sidewalk and bike lanes. The project involves utility relocations, road widening, pavement rehabilitation, buffered bike lanes, and safety lighting. This segment of Wheatland Road serves several varied uses: a regional connector between Highway 65 and Highway 70, a bi-directional school routes linking three schools and neighborhoods, and a farm to market route serving over 6-square miles of agricultural lands.

2024-2025 UPDATE: Awarded \$250,000 in RSTP funds for engineering design and environmental, and consultant selection is complete. Completion of design and environmental work expected by December 2025.

City of Yuba City Projects

Bridge Street Corridor Improvements - The Bridge Street corridor improvement project is a multi-phased project to extend four travel lanes from SR-99 to Marysville/SR-70. The project includes the construction of the 5th Street Bridge and phased reconstruction of Bridge St. Bridge Street will be widened from Gray Avenue to Cooper Avenue in late 2021 with completion anticipated at the end of 2023 with support from a \$2.8 million Local Partnership Program grant from the CTC. The project will enhance a key gateway through the city to facilitate necessary traffic demands while coordinating with adjacent property owners to help facilitate Economic and Workforce Development in the area.

2024-2025 Update: The State Route 99 to Gray Avenue segment conceptual design for the final portion of the project will begin in fiscal year 2025-2026. The estimated cost to complete the conceptual design is \$250,000, which is funded by the City. The City is looking for funding to implement the final design in 2026 with construction likely following in 2027, provided funding can be secured.

Walton Avenue Complete Streets Improvements - The project includes rehabilitating portions of Walton Avenue from Hazel Avenue to Sam's Club, including closing the gaps in sidewalks on the west side of Walton Avenue between Lincoln Road and Franklin Road, improving bike lanes, and upgrading the traffic signals.

2024-2025 UPDATE: Final design and easement acquisition is in progress. Construction funding is programmed in 2026, but the City is working with SACOG to advance the construction funding to 2025.

Tactic 3 – Promote transit planning to move people throughout the region and housing development

Yuba-Sutter Transit

Dial-A-Ride Bus Replacement (6) – Replacement of existing buses to zero-emissions buses.

PROJECT COMPLETED-\$1.2 Million (State and Federal)

Facility Replacement - Yuba-Sutter Transit continues to plan for the replacement of its current operations, maintenance, and administration facility at 2100 B Street in Marysville. A new location is needed because this undersized and technologically obsolete 1960's-era former Seven-Up Bottling Plant that was converted to transit use in 1996, lacks sufficient capacity to accommodate the infrastructure needed to meet the state mandate that only zero-emission buses can be purchased after 2028. In addition, Caltrans' programmed and fully funded expansion of Highway 70 (B Street) adjacent to the facility may render it useless even earlier.

2024-2025 UPDATE: Yuba-Sutter Transit has been awarded over \$52 million in funding from federal, state and regional grant programs to design and construct what is currently estimated to be a \$55.8 million project.

Environmental and preliminary engineering work commenced in 2024 to refine the project and update the early conceptual cost estimate based on updated fleet and service assumptions. This effort will also improve the likelihood of success in the future rounds of grant applications to complete the funding package.

Regional Project

North Valley Rail is a proposed new passenger rail service that would transform regional and intercity transportation in the northern Sacramento Valley by offering a convenient, environmentally sustainable travel choice for residents, employees, and visitors in Butte, Yuba, Sutter, and northern Sacramento counties.

The project strategically builds off the larger Valley Rail program currently underway, which will expand rail service between the northern San Joaquin Valley, Sacramento, and the Bay Area. As a result, North Valley Rail would provide passengers with direct, reliable one-seat rides to Sacramento, Stockton, the Bay Area, Modesto, and Merced. In Downtown Merced, timed transfers will ensure seamless connections via high-speed rail to Fresno, Bakersfield, and Southern California. Linking North Valley communities to the Northern California megaregion and the larger statewide rail network will provide major benefits by reducing traffic congestion and greenhouse gas emissions; expanding access to housing, high-quality jobs, and higher education; and promoting economic development and tourism. The North Valley Rail will serve the Yuba-Sutter area having stations located in Marysville near the Yuba County Government Center and Plumas Lake next to the Plumas Lake Boulevard interchange.

2024-2025 UPDATE: The final North Valley Passenger Rail Strategic Plan has been completed and approved by BCAG Board of Directors.

Housing and Affordable Housing Projects

There has been a concerted effort within the region to increase housing stock for all income levels as shown below.

Sutter County Projects

Lakeside at Sutter Pointe in Sutter County consists of 873 acres on the north side of Riego Road, approximately 1.5 miles east of State Route 99 in south Sutter County. Lakeside is planned for 3,382 single family homes, 399 multifamily homes, 59 acres of parks, 55 acres of open space, 44 acres of employment centers, 25 acres of commercial and a proposed K-8 school. Construction of Phase 1 began in 2022 with the mass grading of the southern 400 acres of Lakeside. Phase 1 construction started in spring 2024 with backbone infrastructure improvements, including construction of the 7-mile sewer main, that will serve the Sutter Pointe Specific Plan area. The drilling of the water wells and a water storage tank to serve the project were completed in 2024 as well. Construction of community amenities and homes is expected to begin in late summer 2025, with first residents in the Spring of 2026. In addition to construction, Lakeside Phase 2 and 3 subdivision mapping of the northern 487 acres was approved to allow development to continue after completion of Phase 1.

Yuba County Projects

Innovation Housing Center - Located in Olivehurst, is a low-income housing project made possible by Habitat for Humanity, and it will consist of 13 housing units and include supportive services from case workers and other onsite providers. The project is in design phase and estimated to be completed at the end of 2025.

Serenity Village - Located in Olivehurst at 1645 Chestnut Road in Olivehurst will offer 124 units of affordable rental housing. This affordable housing development project seeks to provide new levels of housing for families in the area with the purchase of infill lots. The development team seeks to combine four (4) separate lots into one project site and build 124 units of affordable rents. This project serves the community's need for an increased affordable housing supply. Families who will benefit from this project will typically have a median income of around 50% of the area's average, though the actual range can go from 30% to 80%. Habitat will develop, own, and manage the site and there will not be on-site supportive services provided. Projected completion date is anticipated to be 2026-2027, and the project budget is approximately \$28 million dollars.

Fernwood Meadows Development - Located in Linda is a 75-home development for affordable homeownership is in process for final approvals and Habitat for Humanity is currently seeking funding to develop this project. Infrastructure is anticipated to begin April 2025, and the first phase of 22 homes should begin construction in October 2025.

The **Regional Housing Authority** has a multi-family project under construction in Plumas Lake consisting of 48-units, with 2- and 3-bedroom dwelling units, a community center and a children's playground, with rents targeting family households earning less than 55 percent AMI. The project should be completed by May 2024. **We had significant delays with this project because of PG&E, OPUD, and a sewer lift station we had to install, but we are now expecting the Certificate of Occupancy by end of January 2025.**

Live Oak Projects

Oak Haven Estates, a 16-unit low-income housing project, overseen by Habitat for Humanity and all units are filled.

Marysville Projects

Upcoming housing projects include 1. **3rd and D Street apartment development**, which will feature 34 market rate units. These apartments will fulfill a need for housing adjacent to the medical arts district. Plans for the 3rd and D Street apartments are still in the conceptual phase. 2. **The Delta Building** at 425 5th St. is being remodeled to allow for more residential units in the downtown area. The exact number of units has not been finalized due to the project also being in its conceptual stages. 3. **The Nakagawa**, a 10 unit, two story building at 308 C Street is in the development stage. Currently there has been no movement on these projects.

Wheatland Projects

The **Regional Housing Authority** completed a new construction multi-family project in Wheatland consisting of 48-units, with 2- and 3-bedroom dwelling units, a community center and a children's playground, with rents targeting family households earning less than 55 percent AMI. The project was completed in December 2023. **Project is complete, fully leased, and in its second year of operations.**

The **Regional Housing Authority** will be closing on the construction financing for a new construction 32-unit senior affordable housing project in Wheatland consisting of 32-units, with 1- and 2-bedroom dwelling units, a community center, and a dog park, with rents targeting senior households earning less than 60 percent AMI. Construction is scheduled to start in February 2024, and the first residents to move-in by April 2025, weather permitting. **Project is under construction and expected to be complete in May or June 2025.**

In addition, the City of Wheatland Planning Commission has approved the Conditional Use Permit and Design Review for a market-rate, 16-unit multi-family residential project located at Main Street and C Street.

Yuba City Projects

Tranquil Harbor Estates, located on Walton Avenue, will be overseen by Habitat for Humanity and is a low-income senior housing rental project with 20 units and could house 20-40 individuals. Habitat is working with the City of Yuba City on site control and has a projected completion in 2026

Merriment Village will be a 3-phase permanent supportive housing project totaling in 217-unit complex for extremely low-income families. Phase one will consist of 79 units with construction anticipated to begin mid-year of 2025. All 217 units may not be complete until 2026-27.

The Life Advancement Center (LAC), located in Yuba City near the former Fremont Hospital, is currently under construction. Once completed, it will feature an Emergency Shelter with 36 beds managed by Hands of Hope on one

side and a Transitional Shelter with post-respite care on the other. Additionally, the LAC will function as the Coordinated Entry site for Sutter County and house offices for CalAIM services and other partner organizations.

Richland Village, a proposed residential affordable apartment complex that would consist of 88 one-bedroom, 44 two-bedroom, and 44 three-bedroom units at 470 Bernard Drive in the Richland Housing complex. Plans also include a community center and other recreational amenities for residents. This project is still not fully financed and cannot start construction until it is funded. It has also been reduced to 133 units, from 176.



Goal 4 – Foster overall quality of life and place

To attract and/or retain businesses and residents, both urban and rural communities must actively maintain or revitalize their city or town centers and amenity assets. Quality of life includes a complex balance of jobs and education to healthcare and housing, protecting, and promoting the region’s natural resources and outdoor spaces, cultural and art spaces, and community spirit.

Implementation Partners: Yuba-Sutter Economic Development Corporation; Sutter and Yuba Counties; Cities of Live Oak, Marysville, Wheatland, and Yuba City; Yuba-Sutter Chamber of Commerce; Yuba-Sutter Regional Arts Council; Sutter Buttes Regional Land Trust; Sutter and Yuba County Libraries; Yuba Water Agency; Local theatres, museums, and art galleries.

Tactic 1 – Promote and Market for continued investment in regional amenities

Local amenities which included the arts, history, and recreational venues moved forward with their programs and projects.

Yuba Sutter Arts & Culture (also known as the Yuba-Sutter Arts Council, YSAC), a mainstay in the community for 44 years, had many ongoing projects and programs. Below is a glimpse into how this nonprofit directly impacted the arts and culture community and overall economic development.

Sutter Theater Center for the Arts Main Stage (STCA) - The architectural firm hired last year by YSAC has created a set of plans for its Main Stage redevelopment project at its Sutter Theater Center for the Arts. The construction bidding process will begin in February 2025. The back half of the 1950s vintage theater will be brought back to life as a 299-seat live performing arts space with a traditional proscenium arch raised stage for live music and theater productions as well as film screenings. A capital campaign is underway to raise the \$750,000 (estimated) needed for the project.

Murals of Live Oak - YSAC continues its ongoing program with the City of Live Oak and in the Spring of 2024 will commission additional exterior murals. Over fourteen murals have been created in the last few years to celebrate the history and heritage of Live Oak. Each mural also has a hidden object in it to help keep the viewer engaged. Several artists’ designs and new mural locations are under consideration.

Center Stage Productions - Corey and Morgan Kersting formed a youth performing arts program which is now a mainstay in the community. Based at STCA, Center Stage has conducted a series of Saturday workshops for 7–18-year-olds and produced four full length musicals, most recently “Newsie” and “Frozen, Jr.”

Convergence Theatre Company - A group of theater professionals led by Matthew DeMeritt formed the Convergence Theatre Company in 2021 which is another theater ensemble based at the STCA. To date, it has produced many high quality, entertaining and thought-provoking shows including “Godspell,” “Salt of the Earth” and most recently, “Jekyll & Hyde, the Musical.”

Yuba Sutter Big Band - Created as a showcase for local professional musicians and music educators, this 20-piece orchestra puts on several swinging concerts each year with hits from the Great American Songbook, popular tunes of the day and the occasional original composition.

Burrows Center for the Arts - Yuba Sutter Arts & Culture's home base has seen renewed programming this year which will continue through 2025. It hosted a variety of events in 2024 including Marysville Charter Academy for the Arts student programs. The Burrows is currently hosting the renewed weekly Ceramics for Veterans program, and the bi-weekly Art Fix & Mix and the Spill the Ink Writers' Open Mic.

Youth Mariachi Orchestra - This is a collaboration with the Alliance for Hispanic Advancement and the Marysville Joint Unified School District. The program provides free instruments and instruction for interested middle and high school students to learn about this unique musical form. It originated in the Marysville Unified School District but is now expanding into Sutter County Schools as well.

Sutter County Museum shares local stories to strengthen community bonds, to inspire celebration of our diverse cultural heritage, and to demonstrate how understanding the past prepares us for the future. The Museum is open to the public with free admission and is a partnership between Sutter County and the Sutter County Museum Association, a 501(c)(3) nonprofit. Annually, the Museum hosts thousands of visitors; displays 5-6 temporary exhibits on a range of topics; and provides over 100 free educational public programs, field trips, and group visits to the community. Projects in 2024 included:

Scenic Driving Guidebook - An updated *Sutter County Scenic Driving Tour Guidebook* was published with information on historic buildings in Sutter County, thanks to sponsorship from the historic Harkey House B&B.

Artisan Community Garden Mural - A new mural was added to the Artisan Community Garden by local artists Madelyne Joan Templeton and Richard Jacobo with funding from the Sutter County Children & Families Commission and Sutter County Museum Association.

Re-Designed Exhibits: The Museum began the exhibit design process to develop a new permanent exhibit on local floods and upgrade the exhibit areas focusing on the Nisenan and Gold Rush/Westward expansion. This project is funded by a three-year grant of over \$383,000 from the Specified General Fund for the Museum Grant Program under the California Cultural & Historical Endowment, and the new exhibits are scheduled to open in 2025.

Yuba County Library offered 330 programs (on-site) and 8 programs (off-site) with a total attendance of 4,561. A total of 10 programs were offered for 0-5-year-olds with an attendance of 1,161. Over 950 people attended annual parking lot events. End of the Summer Reading Program Party, Halloween in the Parking Lot, and Winter Walk-thru. The library is undergoing renovations which have been funded \$6,088,440 by the CA State Library, Building Forward Library Infrastructure Grant. It is estimated the library will reopen early 2026.

Yuba-Sutter High Wheelers, Yuba-Sutter High Wheelers, a pro independent baseball team started by a East Bay childhood friend duo, were officially introduced to the Yuba-Sutter community on December 11, 2024. The team will compete against 11 other squads from all over the Western United States in a 96-game schedule from May to September. There will be 48 games at Bryant Field starting with the scheduled home-opener May 20 against the Grand Junction Jackalopes.

Marysville NABA, an adult baseball league, plays exclusively on Sundays for players ages 17+. Their goal is to offer the most complete amateur league experience in the Marysville area that includes a competitive All-Star Game, Playoffs, and Championship Games.

Adventist Health+Rideout Blue Zones Project is a community-led well-being improvement initiative designed to make healthy choices easier through permanent changes to a city's environment, policy, and social networks. Participating communities have seen double-digit drops in obesity and smoking rates, economic investment in downtown corridors, grant funding awards to support policies and programs aimed at improving health equity and measurable savings in healthcare costs.

2024-2025 UPDATE: Blue Zones Project Yuba Sutter completed year 2 in the transformation phase (August 1, 2023 – July 31, 2024). This phase of the project is focused on addressing the blueprint goals and objectives. The overall purpose is to lead a community well-being transformation initiative where healthy choice becomes the easy choice through permanent changes in environment, policy, and social networks.

Built Environment Policy Impacts - Blue Zones Project Yuba Sutter worked to support and influence efforts to create a more walkable and bikeable community through efforts including walk audits to examine the conditions of certain problematic streets throughout the jurisdictions and develop recommendations for safe solutions. The organization held Safe Streets & Vision Zero Leadership Summit. This workshop was designed to educate key community leaders on the principles of Vision Zero, a global movement to end traffic-related fatalities and serious injuries by taking a systemic approach to road safety. The premise of this strategy is that road deaths and injuries are unacceptable and preventable. The organization has also held events that promote the use of open spaces, including bike and walking paths.

Food Policy Impacts - The formation of the Yuba Sutter Food Policy Council marks a significant step toward enhancing the region's food systems and addressing critical challenges related to food security and sustainability. Key initiatives include growing our local food production capabilities, building healthy food skills within the community, and ensuring a sustainable infrastructure that supports food rescue and recovery efforts. By focusing on these priorities, the council aims to increase access to affordable, healthy food options for all residents, ultimately fostering a more resilient and equitable food system that benefits the entire Yuba Sutter community.

Tobacco Policy Impacts - Blue Zones Project Yuba-Sutter supported the California Health Collaborative grant (\$300,000) efforts for a Tobacco Retail License (TRL) campaign. Other tobacco prevention work has included development and facilitation of tobacco prevention advocacy training and facilitation.

Places - Eleven organizations (worksites, schools grocery stores and restaurants) were Blue Zones Approved.

People - Engaged with 3,486 individuals through a variety of efforts including presentations, cooking demonstrations, walking groups and purpose workshops.

Sutter Buttes Regional Land Trust (SBRLT), whose mission is to protect and maintain the natural and agricultural resources of the Sutter Buttes and the surrounding region. SBRLT supports regional strategy by promoting sustainable land use, supporting regional economic growth, and fostering environmental stewardship. By protecting critical habitats, preserving agricultural lands, and enhancing water resources, SBRLT aligns with the CEDS goals of sustainable development and resilience.

Key contributions include:

Land Conservation - In 2024 SBRLT closed five conservation easements, permanently protecting over 1,150 acres of agriculture and habitat.

Agritourism Development - SBRLT leverages its conservation work to promote agritourism, drawing visitors to the region and supporting the local economy. In November 2024 the land trust successfully hosted the 7th annual California Swan Festival at Yuba College.

Natural Resource Management - Through targeted conservation efforts, SBRLT ensures long-term viability of agricultural and natural resources, critical to the region's economic base.

Resilience and Climate Adaptation - Conservation initiatives help mitigate climate risks, protect biodiversity, and preserve the region's unique natural heritage, contributing to economic and environmental resilience.

Partnership Building - Collaborating with landowners, community stakeholders, and public agencies, SBRLT supports coordinated land management and infrastructure planning. SBRLT actively fosters impactful partnerships to advance conservation goals. These partnerships combine resources and expertise to achieve significant conservation outcomes, benefiting both natural ecosystems and local communities.

1. **Waterfowl Habitat Protection Partnership** - The partnership was awarded a \$12.8 million grant from the Regional Conservation Partnership Program (RCPP) under USDA's Natural Resources Conservation Service.
2. **Beale Air Force Base Conservation Planning Project** - Sutter Buttes Regional Land Trust is the recipient of a \$250,000 capacity building grant from the California Strategic Growth Council (SGC) through the Sustainable Agricultural Lands Conservation Program (SALC) under the Department of Conservation.
3. **Sacramento Region Working Lands & Open Space Group** - The Sacramento Region Working Lands and Open Space Group has been selected by California Council of Land Trusts as the recipient of a 2024 Project Advancement Grant to advance the goals of Pathways to 30x30 and the Natural and Working Lands Climate Smart Strategy.

Yuba County Projects

Bikeways and Pedestrian Trails - Bikeways and pedestrian trails provide an alternative mode of transportation as well as an outdoor activity that has the added benefit of connecting people with other points of interest. In January 2013, Yuba County adopted an update to the Yuba County Bikeway Master Plan, which lists and prioritizes projects and their estimated costs.

2024-2025 UPDATE: County completed the Bicycle and Pedestrian Mobility Plan (update to Yuba County Bikeway Master Plan). The County also completed a ½ mile bike path from the Bear River Levee to Feather River Boulevard.

BICYCLE AND PEDESTRIAN MOBILITY PLAN & ½ MILE BIKE PATH COMPLETED-\$300,000 (Local)

Research Innovation Center - The creation of a collaborative research opportunity with Beale AFB, the US Air Force, the Yuba Water Agency, City of Wheatland, and the University of California. The facility could serve as an educational, workforce training, and advanced research hub. Initially, the workforce at the collaborative facility would consist primarily of PhD level researchers, but also development of BA level and even high school educational programs as the facility expands to its full mission. This creates a significant opportunity for the City of Wheatland and Yuba County to create an innovation center and technology node.

2024-2025 Update: A non-profit organization has been formed with initial members of the City of Wheatland and Yuba Water Agency for the purpose of developing and operating the Yuba Applied Research Center. The initial strategy plan for YARC will be developed by the board in early 2025.

Three Rivers Parkway System Development - The Three Rivers Parkway is envisioned as a multi-modal active transportation and recreation system encompassing as many as 40 miles of hiking, bike and equestrian trails and boat access along the Yuba, Feather and Bear Rivers. The northern terminus would be the Sycamore Ranch County

Regional Park on the Yuba River. The trail would extend along the northern bank of the Yuba River to Marysville and would connect to the Sutter County trail system over the rehabilitated former railroad trestle on the Feather River. The trail would cross the Yuba River over the SR 70 bridge and continue south along the Feather River past Star Bend boat ramp to the junction with the Bear River. It would then extend east along the Bear River and possibly Dry Creek into downtown Wheatland. Future phases may connect to the Spenceville Wilderness Area. The River Parkway is anticipated to be a major draw for tourism in Yuba County, creating opportunities for additional lodging and restaurants, equipment rental concessions, recreational equipment sales, guide services and retail spending from visitors.

2024-2025 Update: Yuba Water Agency is leading the development of a county-wide trails master plan, which is currently underway. The master plan will be based on current plans for the Yuba County jurisdictions affected and will provide guidance on a collaborative approach for initial phases of the trail system. The plan will be completed in 2025.

City of Marysville Projects

Ellis Lake Restoration - A public works project to restore the 37-acre Ellis Lake area (between 9th and 16th streets and from B to D streets). This park and open space are regional landmarks attracting visitors from throughout the Yuba-Sutter area and the north state region. The lake was developed in the 1930s by the Work Progress Administration (later renamed Work Projects Administration). The intended scope of work would include a master plan for facility improvements around the lake, including parking, lighting, landscaping, and irrigation, together with water quality improvements for the lake itself.

2024-2025 UPDATE: Ellis Lake water quality has stabilized as the City engaged in an outside consultant as well as a lake management company. City staff continues to monitor the lake and use external expertise to maintain the water quality of the lake. Marysville and EDC secured a \$3m grant to improve elements and add amenities to strategic locations around the lake. Project is in the design phase. The design will be influenced by the results of the master plan mentioned above. Design Phase of project is completed, and installation of added amenities and improvements will begin in 2025.

City of Yuba City Projects

Sutter Bike Path Extension - The project includes extending the existing bike path within the City right-of-way from Hooper Road to Harter Parkway and along Harter Parkway from State Route 20 to Butte House Road.

2024-2025 UPDATE: Final design and easement acquisition is complete with construction anticipated to commence and complete in 2025.

Plumas Street Historic District and Water Tower Park Improvements - The project will help transform, beautify, and connect the Plumas Street Historic District with other improvements already completed in downtown Yuba City to create a cohesive downtown area enhancing civic pride and drawing businesses and visitors to this shopping and recreation district. Project elements include improvements to the Water Tower Park lighting improvements, construction of placemaking gateway arch, and development of a "Clean and Safe Yuba City" litter abatement campaign.

2024-2025 Update: Construction of the Water Tower improvements was completed in 2023. The Center Street Lighting will be completed in early 2025. The Gateway Arch at Bridge Street, Water Tower Park improvements, and Cleanup Campaign will begin construction in late 2025.

Tactic 2 – Promote and support collaboration and shared resources for regional public safety

Regional Projects

Sutter Yuba Homeless Consortium: The purpose of the Sutter Yuba Homeless Consortium (SYHC) is to connect our homeless population with programs and services that can help them overcome obstacles that are preventing permanent housing solutions for individuals and families.

2024-2025 UPDATE: In January 2023, the consortium conducted a Point in Time (PIT) count of all sheltered and unsheltered people experiencing homelessness. It was determined that 963 people were experiencing homelessness, 418 in Sutter County and 545 in Yuba County. During the PIT count, it was also reported that 252 persons were “precariously housed” (Staying with friends/family or paying for a motel themselves, 105 in Sutter County and 147 in Yuba County). In January 2025, the Consortium conducted the Point In Time count and will have statistics in mid-year 2025.

In 2024, SYHC clients achieved the following:

- Shelter: 2024 saw extremely high usage rates for emergency shelter in the Sutter Yuba area with shelter capacities at 80% or higher for all months and usage up to 95% during the coldest winter months.
- Housing: During 2024, 254 clients in Sutter County obtained safe and stable permanent housing and 393 clients in Yuba County obtained safe and stable permanent housing.

Yuba County Project

14FORWARD Homeless Temporary Shelter - Yuba County partnered with several nonprofit agencies and the private sector to develop 14FORWARD, the first temporary shelter and resource center for the homeless in the region. The site includes 25 two-person structures, an onsite manager, dog facility, and provides services and resources to move the homeless toward permanent employment and housing.

2024-2025 UPDATE: The Salvation Army served 253 people in 2024 at 14Forward. Shelter was offered to every young person between the ages of 18-24 who was experiencing homelessness, resulting in 19 young people receiving shelter assistance during the year. 63 people aged 55 and older were provided services at the shelter as well, with the eldest being 84 years of age. The Salvation Army continues to implement facility improvements to enhance safety and security.

Tactic 3 – Promote the role of the Yuba-Sutter Economic Development District

YSEDC/YSEDD completed the 2024 annual updates in March 2024 which were submitted and approved by EDA. All updated documents were made available on YSEDC’s website and promoted through social media platforms and email blasts. YSEDC and the CEDS committee are currently working on 2025-2029 five-year update and anticipates it will be completed March 2025.

Economic Disaster, Recovery and Resiliency

Mitigation planning is essential to the region’s ability to withstand and recover from disasters.

Yuba County The Yuba County Office of Emergency Services (OES) coordinates all emergency management between public safety and service providers during larger-scale or complex events-- your local law, enforcement/fire department handles day-to-day calls. OES operates in four primary areas: Preparedness, Response, Recovery, and Mitigation. To help prepare the County and other organizations for emergency response, OES also provides planning and training services. During an emergency, the County uses the Standardized Emergency Management System (SEMS) and the Incident Command System (ICS) to ensure close coordination between police, fire, military personnel, medical service providers, FEMA, and other agencies.

Plans have been developed to respond to any emergency event, and those plans are constantly being updated to make sure emerging threats are included and new technology incorporated.

https://www.yuba.org/Yuba%20County/Emergency%20Services/YubaCounty_EOP_ADOPTED_August-2015.pdf
https://www.yuba.org/departments/emergency_services/multi-hazard_mitigation.php.

Yuba County maintains a comprehensive emergency services webpage that provides current information for disaster, flood and emergency preparedness, and resources and tools.

https://www.yuba.org/departments/emergency_services/about_yuba_county_oes.php

Yuba County offers a youth emergency program, **“We’re Not Scared! We’re Prepared!”** aimed at first graders that help kids understand the big feelings that may come during an emergency, and how to prepare for an emergency. All children receive a go-bag filled with essentials starters. Outcomes to date – 9 schools attended, 280 students reached, and 183 go-bags distributed.

Be Prepared Fair – Yuba County has hosted its “Be Prepared Fair” twice a year since 2021. The spring event is held in the foothills focusing on wildfire preparedness, and the fall event held on the valley floor focus on high water preparedness.

Sutter County The Office of Emergency Services is comprised of two divisions: Fire Services and Emergency Management. Both perform emergency planning, mitigation, and response, apply for and manage grant funds to support emergency functions, host and attend community events and training, and provide guidance to all other disaster service workers and first responders.

Sutter County maintains a comprehensive Emergency Services webpage that provides current information for disaster, flood and emergency preparedness, and resources and tools.

<https://www.suttercounty.org/government/county-departments/emergency-services/office-of-emergency-management-oem/flood-preparedness>

Office of Emergency Management page includes OEM Plans, Be Prepared, Emergency Events, and Recovery for businesses and residents alike.

<https://www.suttercounty.org/government/county-departments/office-of-emergency-services/emergency-management>

Sutter County has recently established its first Fire Safe Council, which is comprised of public and private organizations that share a common, vested interest in wildfire prevention and loss mitigation. Fire safe councils accomplish this objective through education programs and projects such as hazardous fuel reduction efforts and homeowner training. The first fire safe councils started in the early 1990s, and there are now over 100 around the state. <https://www.suttercounty.org/government/county-departments/office-of-emergency-services/fire-safe-council#B>

Yuba Water Agency

Yuba Foothills Healthy Forest Project - In 2019, Cal Fire awarded \$4.5 million to Yuba Water Agency and partners to fund needed forest health treatments in the Yuba County foothills. The project is a collaborative effort that includes Yuba Water Agency, the Plumas National Forest, Yuba Watershed Protection and Fire Safe Council, private timber companies and landowners. This grant is supporting significant biomass removal treatments on 5,375 acres in the Yuba County foothills, all of which are adjacent to communities with limited resources for fire risk reduction efforts, including Oregon House, Dobbins, Brownsville, Challenge, and Rackerby. These treatments will improve forest health and reduce the risk of a catastrophic wildfire within a “Project Impact Zone” that spans more than 71,000 acres and includes an estimated 2,721 structures. This project began implementation in 2020 and is now complete.

New Bullards Bar Forest Health Project - In 2023, Cal Fire awarded \$7 million to Yuba Water Agency and partners to fund additional needed forest health treatments in the Yuba County foothills. The project is a collaborative effort that includes Yuba Water Agency, the Tahoe National Forest, National Forest Foundation, Bear Yuba Land Trust, private timber companies and landowners. This grant is supporting significant biomass removal treatments on 4,000 acres near New Bullards Bar Reservoir and includes an innovative approach to CEQA coverage with a new Cal VTP analysis on all 175,000 forested acres in Yuba County making the entire area closer to shovel-ready for new projects.

North Yuba Forest Partnership is a diverse group of nine organizations passionate about forest health and the resilience of the North Yuba River watershed. Together, the partners are working on an unprecedented scale to collaboratively plan, analyze, finance, and implement forest restoration across 275,000 acres of the watershed. Through ecologically based thinning and prescribed fire, the partnership seeks to protect North Yuba communities from the threat of catastrophic wildfire and restore the watershed to a healthier, more resilient state. Restoration efforts are expected to take many years, if not decades to complete, with the most critical project areas targeted first, i.e., at-risk communities, emergency response, evacuation access routes and treatments to areas that have the potential to stop a wildfire from spreading. In FY 2022 \$6.8 million in direct Federal funding was awarded to the North Yuba Landscape and in 2023 the Bipartisan Infrastructure Law funding (BIL) awarded a total of \$130 million to the North Yuba.

Report on Economic Development Activities

Yuba-Sutter Economic Development Corporation is committed to maintaining an understanding of the community it serves and is actively involved by having a seat on boards, commissions, projects, and events within the community. Workforce Investment Board, Sutter-Yuba Homeless Consortium, California Finance Consortium, local nonprofit capacity building and the military privatization P4 initiative are just some of the boards/organizations/programs of which are comprehensive and achievable goals of the CEDS.

YSEDC engaged in the following economic development activities throughout the 2023 year to support the implementation of CEDS. The following provides a summary of these activities that:

- Promote economic development and opportunity
- Support efforts to attract, maintain, promote, and expand regional industries and businesses
- Maximize effective development, alignment, and use of workforce
- Provide technical support and access to business and financial resources
- Obtain and utilize adequate funds and other resources
- Support the work of local governments in their efforts to provide sound physical infrastructure

Promote Economic Development and Opportunity

Activity	Time Frame
1. Implementation of the Regional Comprehensive Plan	Ongoing
2. Maintain Economic Development District status for the region. This includes preparing the following documents: • Comprehensive Economic Development Strategy (CEDS) 2020-2025 • Update CEDS appendices I, IV and V • CEDS Annual Performance Report • Conduct a regional SWOT Analysis every five years	Completed Annually Annually FY2025 – 2030 IN PROCESS
3. Collaboration and coordination with state, regional, county, and local economic efforts. • Serve on committees and boards to provide guidance • Provide venues for collaborative meetings	Ongoing

4. Provide technical assistance to jurisdictions through technical assistance programs • Maintain data mining tools on YSEDC site • Provide socioeconomic, transportation, demographic, etc. data as needed • Assist with grant research, writing, administration as needed	Ongoing
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Support efforts to attract, maintain, promote, and expand regional industries and businesses

Activity	Time Frame
1. Maintain and continue Business Attraction Program • Continue to partner with Greater Sacramento Economic Council, Center for Economic Development, Go-Biz, etc. • Respond to RFP's	Ongoing
2. Maintain and ensure Yuba-Sutter Business Consortium remains viable to private and public sectors • Provide venue, schedule, and conduct meetings, develop and maintain programs and maintain administrative functions • Ensure collaboration and interest of partners • Review, develop and lead programs of the consortium	Ongoing
3. Promote, support, and enhance agriculture-based tourism • Continue to develop Highway 65 corridor and Sports and Entertainment Zone.	Ongoing
4. Promote the continued viability of military installations near the region. • Promote and protect Beale Air Force Base as the region's largest employer • Support expansion of Beale's existing missions, recruitment of new missions, and regional pledge to protect Beale from reduction or closure • Provide support for Beale Air Force Base's infrastructure needs	Ongoing
5. Brand and Market the region for development, investment, and regional growth. • Create marketing campaign for business attraction • Promote visitor services and tourism • Collaborate with private and public sector organizations to increase marketing of Yuba-Sutter	Ongoing

Maximize effective development, alignment, and use of workforce

Activity	Time Frame
1. Support the efforts of and collaborate with workforce development centers, community one stops, colleges and universities. • Ensure continued partnerships with local agencies and educational institutions	Ongoing

Provide technical support and access to financial resources

Activity	Time Frame
1. Continue to assist jurisdictions with infrastructure development projects by providing technical assistance, funding opportunities and resources	Ongoing
2. Continue Bear Essentials program to provide businesses with access to resources, tools, and lending programs • Conduct two business walks within the district annually • Conduct business resource workshops • Conduct and/or assist with business development workshops • Assist businesses with expansion projects • Foster growth and development of local firms to create and retain jobs, increase the business, and tax base • Provide financial readiness and loan accelerator program • Provide business education workshops	Ongoing

Obtain and utilize adequate funds and other resources

Activity	Time Frame
1. Pursue additional funding from EDA while leveraging funding from additional private and public sources. • Pursue EDA funds for Lending Program • Pursue EDA funds for infrastructure for Highway 65 corridor and Sports and Entertainment Zone	Ongoing In Process
2. Continue providing information on local, state, and federal economic and infrastructure development programs	Ongoing

Support the work of local governments in their efforts to provide sound physical infrastructure

Activity	Time Frame
1. Maintain communication with jurisdiction leaders regarding public works projects, provide technical assistance and funding sources as needed. • Ensure public works projects are included in CEDS document and progress is annually updated and reported.	Ongoing

Schedule of Goals - YSEDC

1. YSEDC will continue to assist in the development and implementation of the CEDS by providing research, statistical updates, printing, planning and scheduling CEDS Committee meetings.
2. YSEDC will provide both technical assistance, demographic and economic mining resource tools, and capital access for both the public and private sectors through grant research and writing and small business loans throughout the year.
3. YSEDC to continue its community involvement by maintaining memberships, seats and associations with public, private, and non-profit organizations to maintain an excellent overview of the economic conditions of the district.
4. YSEDC to continue its two business walks (fall and spring), surveys, and business development assistance programs to maintain a comprehensive understanding of the needs and desires of the stakeholders of the community and to assist in employment development.

Schedule of Goals - Region

The region will continue to work toward achieving its goals and tactics as stated in the CEDS and support the public works projects of the member jurisdictions within the District.

CITY OF YUBA CITY
STAFF REPORT

Date: March 18, 2025
To: Honorable Mayor & Members of the City Council;
From: Police Department
Presentation By: Brent Slade, Police Commander

Summary

Subject: Letter of Commitment with Yuba County Sheriff's Department - Potential Future Agreement to Utilize RIMS Integrated Public Safety Software

Recommendation: A. Approve the City of Yuba City to sign a commitment letter with the Yuba County Sheriff's Department for a potential future agreement to utilize the Records Management Software, RIMS Integrated Public Safety Software, which would be fully funded by a prospective California Department of Justice National Criminal History Improvement Program (NCHIP 30) Grant

B. Adopt a Resolution authorizing the City Manager to sign and execute the commitment letter with the Yuba County Sheriff's Department for participation in the RIMS Integrated Public Safety Software System

Fiscal Impact: There is no immediate fiscal impact associated with approving and signing the commitment letter. Future costs related to system maintenance will be assessed upon grant approval and system implementation

Purpose:

The purpose of this staff report is to seek City Council approval to sign a commitment letter with the Yuba County Sheriff's Office (YCSO) to participate in the RMS Integrated Public Safety Software system. This participation, contingent upon the award of a grant from the California Department of Justice National Criminal History Improvement Program (NCHIP 30), will allow for enhanced inter-agency collaboration and improved efficiency in public safety operations within the region.

Council's Strategic Goal:

This item supports the City Council's Strategic Goal of Public Safety.

Background:

In April 2025, the Yuba County Sheriff's Office (YCSO) plans to apply for the California Department of Justice NCHIP 30 Grant in the amount of \$2.6 million. If awarded, the grant funds will be used to purchase the RIMS Integrated Public Safety Software, which includes:

- Computer-Aided Dispatch (CAD)

- Patrol/Evidence/Fire Records Management
- Jail Records Management

YCSO has extended an invitation to the City of Yuba City Police Department (YCPD), the City of Marysville Police Department (MPD), and the Sutter County Sheriff's Office (SCSO) to utilize the Records Management System, RIMS at no cost if the grant is approved.

Currently, these four agencies each use different public safety software systems for records management and emergency dispatch services. The integration of RIMS would enable the agencies to share data in real time, significantly enhancing public safety efforts across the Yuba-Sutter community. This regional approach to information-sharing will:

- Improve investigative collaboration
- Strengthen public safety and security
- Enhance transparency with the community
- Allow for coordinated efforts in responding to critical incidents and regional threats

The city is part of a regional effort to evaluate PSAP consolidation and converting to the same RMS software, like RIMS, puts us one step closer to being able to participate in a consolidated dispatch center in the future.

Analysis:

If awarded, YCSO will remain the asset owner of the RIMS Public Safety Software/System and will ensure compliance with all applicable grant requirements. YCSO will serve as the system's Master Account host, with participating agencies connecting to the YCSO network.

Yuba City IT staff will be included as part of the grant-funded consulting team to ensure that the RIMS software meets the network and data security requirements for all agencies.

While there will be no initial cost to the City of Yuba City to participate in the RIMS system, the city would be responsible for its share of the system's annual maintenance fees.

At this time, YCSO is requesting a letter of commitment from all participating agencies to support their grant application. This commitment letter does not obligate Yuba City to participate in the system if the grant is awarded and allows the city to withdraw its interest at a later date if necessary.

By supporting this initiative, Yuba City will continue to prioritize regional collaboration and technological innovation in public safety.

Fiscal Impact:

There is no immediate fiscal impact associated with approving and signing the commitment letter. Future costs related to system maintenance will be assessed upon grant approval and system implementation.

Alternatives:

1. Reject the proposal
2. Seek alternate means of funding for a new Records Management System

Recommendation:

A. Approve the City of Yuba City to sign a commitment letter with the Yuba County Sheriff's Department for a potential future agreement to utilize the Records Management System, RIMS Integrated Public Safety Software, which would be fully funded by a prospective California Department of Justice National Criminal History Improvement Program (NCHIP 30) Grant.

B. Adopt a Resolution authorizing the City Manager to sign and execute the commitment letter with the Yuba County Sheriff's Department for participation in the RIMS Integrated Public Safety Software System.

Attachments:

1. Resolution - Authorization for CM to sign Letter of Commitment
2. Proposed Letter of Commitment

Prepared By:
Brent Slade
Police Commander

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMITMENT LETTER WITH
THE YUBA COUNTY SHERIFF'S DEPARTMENT FOR PARTICIPATION IN THE RMS
INTEGRATED PUBLIC SAFETY SOFTWARE SYSTEM.**

WHEREAS, the Yuba County Sheriff's Office (YCSO) intends to apply for the California Department of Justice National Criminal History Improvement Program (NCHIP 30) Grant for the purchase of an RMS Integrated Public Safety Software System; and

WHEREAS, the City of Yuba City Police Department has been invited to participate in the regional implementation of the RMS system at no initial cost should the grant be awarded; and

WHEREAS, the integration of RMS will enhance regional law enforcement collaboration, improve investigative capabilities, and streamline public safety operations across participating agencies; and

WHEREAS, YCSO has requested a commitment letter from participating agencies to strengthen the grant application and outline potential future collaboration; and

WHEREAS, participation in the commitment letter does not obligate the City of Yuba City to continue with the program should circumstances change; and

NOW, THEREFORE, the City Council of the City of Yuba City does resolve as follows:

1. The City Council authorizes the City Manager to sign the commitment letter with the Yuba County Sheriff's Department regarding the prospective participation in the RMS Integrated Public Safety Software System, subject to approval as to legal form by the City Attorney.
2. The City Council acknowledges that the City of Yuba City will only be responsible for its share of annual maintenance costs if participation proceeds following grant approval.
3. The City of Yuba City reserves the right to withdraw its participation in the program at any time without financial obligation.
4. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 18th day of March 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM:
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2



March 18, 2025

Wendell Anderson
Sheriff-Coroner
Yuba County Sheriff's Department
720 Yuba Street
Marysville, CA 95901

Dear Sheriff Anderson,

I am writing on behalf of the City of Yuba City, City Council, to express our enthusiastic support and commitment to the Yuba County Sheriff's Department Modernization Program. We understand the crucial role that law enforcement plays in ensuring the safety and security of our communities. We believe that investing in regional modernization is essential to improving the effectiveness and efficiency of first responders across both Counties.

The next phase of the Sheriff's Department's Modernization Program involves integrating records from the regional agencies into the same Records Management System (RMS). The Yuba County Sheriff Department has already implemented a new RMS that serves as a model for regional agencies. These key advancements include enhanced capabilities to capture criminal history information, improved completeness of criminal event records, streamlined reporting workflows, and superior information-sharing capabilities with prosecutors, and local, regional, and state agencies.

We believe the Sheriff's Department is uniquely positioned to operate a regional records system, with strong support from your neighboring regional agencies to provide this invaluable resource. The Sheriff Department's understanding of the implementation process, coupled with insights gained and lessons learned, qualifies you to lead this effort on behalf of the region.

The impact of such a program would reach beyond the local jurisdiction with the ability to share information to the entire region. With this regional resource, our counties would have the means to collaborate on calls for service, data sharing, reporting compliance, and emergency responses.

Modernization requires considerable resources to plan and implement, with which we support every effort to allocate funding and direct resources towards this vital program. We are committed to this regional partnership, and should funding be awarded, we will dedicate the necessary resources for the implementation and the sustained success of the regional modernization program.

Thank you for your time and attention to this matter.

Sincerely,

Diana Langley
City Manager

CITY OF YUBA CITY
STAFF REPORT

Date: March 18, 2025
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Kristi Morales , Administrative Analyst

Summary

Subject: Community Sponsorship Requests
Recommendation: Consider the sponsorship requests from Playzeum, and Shri Guru Ravidass Temple. If approved:

A. Adopt a Resolution approving the sponsorship requests from Playzeum

B. Adopt a Resolution to approve a monetary sponsorship request from the Shri Guru Ravidass Temple

Fiscal Impact: **Playzeum:**
Monetary sponsorship in the amount of \$2,000.00 (Community Event Account number 4220-66015). Estimated costs associated with staff time for the event: \$1,325.68

Shri Guru Ravidass Temple:
Monetary sponsorship in the amount of \$2,500.00 (Community Event Account number 4220-66015)

Council's Strategic Goal:

This item addresses City Council's overarching strategic goal of "Quality of Life."

Purpose:

City sponsorship reflects support of specific programs or events by an organization. The intent is that the public will receive some intrinsic cultural, economic, educational, or entertainment value from the program or event.

Background:

Playzeum

Playzeum's mission is to provide our local community with programs, services and hands-on play exhibits where all children, families and community members of diverse backgrounds and abilities can explore, discover, create and learn together. Their annual Touch-a-Truck event provides an opportunity

for more than 3,500 residents to get up close with a variety of vehicles including a helicopter, garbage truck, concrete mixer, and tow truck just to name a few.

As part of the Touch-a-Truck event scheduled for April 5, 2025, Playzeum has requested a monetary sponsorship up to \$2,000.00 and in-kind services including the participation of any available City service vehicles including but not limited to a Fire Engine and Public Works/Parks/Police vehicles. In previous years, the City has provided in-kind support for this event, and in 2024, the City provided a monetary sponsorship of \$1,000 in addition to the in-kind support.

Shri Guru Ravidass

The Shri Guru Ravidass Temple annually organizes a community cultural parade, with the 2025 parade occurring on April 6th. The parade commemorates the birth of Shri Guru Ravidass and the Sikh culture, and follows an approximate 1-mile route from the Shri Guru Ravidass Temple on Hayne Avenue to Littlejohn Road to Countryside Drive to Berkshire Drive and then back to the temple. Council supported this community event in 2023 and 2024 in the amount of \$2,500 each year.

Analysis:

The Amended Community Sponsorship Policy states, "The budget for the Community Sponsorship Program shall be established by City Council each year during the annual budget process," and "applications will be presented to Council quarterly on a first-come, first-served basis." For FY 24-25, City Council budgeted \$20,000 for Community Contributions and \$10,000 for Community Events. Budgeted funds are to be considered and allocated on a quarterly basis, which provides \$5,000 quarterly for Community Contributions and \$2,500 quarterly for Community events.

Description	Budget	Q1 Jul-Sept 2024	Q2 Oct- Dec 2024	Q3 Jan- Mar 2025	Q4 April-June 2025	Remaining Balance
Community Contributions 4220-66010	20,000 (5,000 Quarterly)		\$5,000 SayLove			15,000
Community Events 4220-66015	\$10,000 (2,500 Quarterly)	\$2,500- SayLove Savor Event	\$1,000 Sutter Co Museum - Trees and Tradition Event	\$1,500 AHA Event (Approved)		5,000
				\$2,500 Shri Guru Ravidass Temple Event		
				\$2,000 Playzeum Touch-a-Truck event		

There is \$5,000 remaining for support of Community Events, with one quarter remaining in the fiscal year. If Council sponsors both items at the amount requested, the remaining balance for the remainder of the fiscal year will be \$500.

Fiscal Impact:

Playzeum:

Monetary sponsorship in the amount of \$2,000.00 (Community Event Account number 4220-66015)
Estimated costs associated with staff time for the event: \$1,325.68

Shri Guru Ravidass Temple:

Monetary sponsorship in the amount of \$2,500.00 (Community Event Account number 4220-66015)

Alternatives:

1. Do not authorize the monetary sponsorship request(s).
2. Approve the monetary sponsorship request(s) with changes.
3. Provide staff with alternate directions.

Recommendation:

Consider the sponsorship request from Playzeum and The Shri Guru Ravidass Temple, and if approved:

- A. Adopt a Resolution approving the sponsorship requests from Playzeum.
- B. Adopt a Resolution to approve a monetary sponsorship request from the Shri Guru Ravidass Temple.

Attachments:

1. RESOLUTION - Community Sponsorship Request (Playzeum)
2. Application- Touch a Truck event
3. Fyler- Touch A Truck Sponsor 2025
4. RESOLUTION - Community Sponsorship Request - The Shri Guru Ravidass Temple
5. Application- The Shri Guru Ravidass Temple

Prepared By:

Kristi Morales
Administrative Analyst

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING COMMUNITY SPONSORSHIP REQUEST FOR PLAYZEUM
(TOUCH A TRUCK EVENT)**

WHEREAS, Playzeum Yuba-Sutter provides the local community with programs, services and hands-on play exhibits where children, families and community members of diverse backgrounds and abilities can explore, discover, create and learn together; and

WHEREAS, Playzeum Yuba-Sutter, a 501(c)(3) non-profit organization, is requesting a monetary sponsorship and in-kind participation at their upcoming Touch A Truck event ; and

WHEREAS, the City Council of the City of Yuba City ("City Council") finds that the public will receive some intrinsic cultural, economic, educational, or entertainment value from the program; and

NOW, THEREFORE, the City Council of the City of Yuba City does hereby resolve as follows:

Section 1. That the City Council finds the above recitals true and correct.

Section 2. The City Council finds that the Playzeum Yuba-Sutter request meets the criteria for consideration of such request because the applicant is a nonprofit with financial hardships that serves an important public purpose, and approves the monetary sponsorship request in the amount of \$2,000 for the Touch A Truck event.

Section 3. The City Council approves in-kind services including staff participation at the Touch A Truck event with available City service vehicles.

Section 4. This Resolution shall take effect immediately and that the Deputy City Clerk shall certify the adoption of this Resolution.

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, PASSED AND ADOPTED at a regular meeting thereof held on this 18th day of March, 2025 by the following vote:

AYES:
NOES:
ABSENT:

ATTEST:

Ciara Wakefield, City Clerk

Dave Shaw, Mayor

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

EXHIBIT 1A



COMMUNITY SPONSORSHIP APPLICATION FORM

Name of Organization Playzeum Yuba-Sutter Non-Profit ID/ 501 C# 47-1038412

Address 1980 S. Walton Ave City/State/Zip Yuba City, CA 95993

Contact Person Staci Howell Phone 530-301-0623 Email staci@yubasutterplay.org

Organization Purpose/Mission To provide an environment for children and families to explore, discover, create and learn through hands-on play.

Type of Organization:

- ☒ Non-Profit (located or primarily serves residents within the City of Yuba City)
☐ Educational Institution
☐ Local business (located within City of Yuba City city limits)

Type of Event:

- ☐ Local Celebration ☐ Athletic ☐ Cultural ☐ Educational
☒ Fundraiser ☐ Entertainment ☐ Other _____

Program or Event Name Touch A Truck

Event Location Playzeum Yuba-Sutter

Event Date/Time April 5, 2025 from 10am to 3pm

Expected Number of Participants 3,500

Open to the Public? ☒ Yes ☐ No

Please explain how your program or event meets one or more of the sponsorship criteria below:

- **Boosts the local Yuba City economy:** We are anticipating over 3,500 people to attend our 8th annual event.
The impressive fleet of vehicles will include are a helicopter, garbage truck, concrete mixer, semi truck, tow truck and buses.
Local business will be participating, giving them opportunity for not only support a local nonprofit but market their bushiness
- **Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community:** There are more than 350 children's museums worldwide,
a number that is growing more rapidly than any other kind of museum. Since inception, Playzeum has
established as a vital educational program in the Yuba Sutter area. With rapidly and consistently growing
attendance, Playzeum is filling a gap in services for families in our community.
- **Contributes positively to the recognition and image of the City of Yuba City:** _____
The city if Yuba City will be recognized in the community as making a difference in the quality of children's lives
as well as supporting families and our local community. Your support will assist with the sustainability of
programs and services offered by both Playzeum.

Type of Sponsorship Requested:

☒ In-kind services – Amount requested: \$1,325.68 estimated costs associated with staff time

Provide a description of the in-kind services requested: We are requesting participation of any available city service vehicles including but not limited to street sweeper, fire department, parks, and recreations and waste water collections.

☐ Facility Waiver – Amount requested: _____

☒ Monetary Funding – Amount requested: 2,000

☐ Fundraiser Gift Basket – Amount requested: _____

Other Considerations:

☒ I understand that if the City agrees to sponsor the event, I will acknowledge the sponsorship on all printed information or advertising related to the event using a message approved by the City and provide any written marketing material to the City before distribution of event materials.

☐ If the City agrees to sponsor the event, I understand that appropriate ADA accessibility and other permit requirements will be provided.

☒ I understand that sponsorship is optional, and the City can deny this sponsorship application.

Signature of Applicant Staci Howell Date 2/11/2025

Print Name of Applicant Staci Howell

EXHIBIT 1B

TOUCH



A



HANDS
ON FUN!

TRUCK

BE A SPONSOR



PUT YOUR IMAGINATION
IN GEAR AND GO!

**SATURDAY
APRIL 5, 2025
10AM TO 3PM**

GIVING CHILDREN THE CHANCE TO GET BEHIND THE WHEEL OF THEIR FAVORITE VEHICLES, MEET COMMUNITY HEROES, HELP FAMILIES CREATE FUN MEMORIES, AND RAISE AWARENESS AND FUNDS FOR PLAYZEUM.

THIS YEAR'S TOUCH A TRUCK WILL ALLOW KIDS OF ALL AGES TO CLIMB ON-BOARD AND GET BEHIND THE WHEEL OF THEIR FAVORITE VEHICLES IN A HEALTHY AND SAFE ENVIRONMENT.



Playzeum

YUBA-SUTTER



A NONPROFIT CHILDREN'S PLAY MUSEUM

1980 S. Walton Ave Yuba City, CA 95993
PO Box 3683, Yuba City, CA 95992
530-301-0623
info@yubasutterplay.org
www.yubasutterplay.org

HELPING FAMILIES GROW BETTER TOGETHER.

Feb 3, 2025

I am thrilled to reach out to you and introduce our highly anticipated 8th annual Touch A Truck event. We believe that with your support, this year's event will attract even more attention, create lasting memories for families, and make a significant impact on our community.

Taking place on Saturday, April 5, 2025 at Playzeum Yuba-Sutter, Touch A Truck has grown to become one of Yuba-Sutter's most celebrated family gatherings. We anticipate a staggering attendance of over 3,500 participants, including children of all ages.

With an impressive lineup of more than 30 vehicles, Touch A Truck provides a unique opportunity for children to experience their favorite vehicles up close and personal, while also fostering connections with our community heroes.

Playzeum Yuba-Sutter, a 501(C)(3) non-profit organization, proudly presents Touch A Truck, an event that has been a product of our organization's dedication to our mission to provide our local community with programs, services and hands-on play exhibits where all children, families and community members of diverse backgrounds and abilities can explore, discover, create and learn together.

By sponsoring Touch A Truck, you gain numerous benefits and a remarkable platform to showcase your business. Attached to this letter, you will find a breakdown of sponsorship options that offer various ways to engage with attendees and demonstrate your unwavering commitment to our community.

To catch a glimpse of the electrifying atmosphere at previous Touch A Truck events, I invite you to visit our website, where you can find captivating photos that exemplify the joy and excitement this event brings to families year after year. If you have any inquiries regarding participation in this year's Touch A Truck or would like to witness our programs in action, please do not hesitate to contact Staci Howell at 530.301.0623. Additionally, you may email/mail the attached sponsorship confirmation form to info@yubasutterplay.org no later than March 28, 2025 to secure your involvement.

We are immensely grateful for your consideration and support in making Touch A Truck a resounding success.

Staci Howell
Executive Director

Helping Families Grow Better Together.



A PERFECT OPPORTUNITY TO SHOWCASE YOUR BUSINESS.



COMMUNITY CHAMPION – \$2,000

- Company logo in social media posts
- Large size logo on sponsor banner
- 15 General Admission Tickets

COMMUNITY HERO – \$1,000

- Company logo in social media posts
- Medium size company logo on our sponsor banner
- 10 General Admission Tickets



COMMUNITY PARTNER – \$250

- Company logo in social media posts
- Small company logo on our sponsor banner

LOCAL SPONSOR – \$100

- Help low-income clients of Playzeum's programs attend Touch A Truck by sponsoring.

COMMUNITY HELPER – \$500

- Company logo in social media posts
- Company logo on our sponsor banner
- 5 General Admission Tickets



SPONSOR & COMMITMENT FORM ONLINE



info@yubasutterplay.org
www.yubasutterplay.org

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING A
COMMUNITY SPONSORSHIP REQUEST FOR SHRI GURU RAVIDASS TEMPLE**

WHEREAS, The Shri Guru Ravidass Temple a 501(c)(3) non-profit organization, is requesting community sponsorship funds for their fourth annual cultural community parade; and,

WHEREAS, the City Council of the City of Yuba City ("City Council") finds that the public will receive some intrinsic cultural, economic, educational, or entertainment value from the program; and

NOW, THEREFORE, the City Council of the City of Yuba City does hereby resolve as follows:

Section 1. That the City Council finds the above recitals true and correct.

Section 2. The City Council finds that the Shri Guru Ravidass Temple's annual cultural community parade benefits Yuba City residents. The requested sponsorship is for a qualified non-profit organization that primarily serves Yuba Sutter residents and will contribute positively to the recognition and image of the city. Accordingly, the City Council approves the sponsorship request of \$2,500 for the Shri Guru Ravidass Temple Cultural Community Parade.

Section 3. This Resolution shall take effect immediately and the Deputy City Clerk shall certify the adoption of this Resolution.

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, PASSED AND ADOPTED at a regular meeting thereof held on this 18th day of March, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney

ATTACHMENT 2A



COMMUNITY SPONSORSHIP APPLICATION FORM

Name of Organization Shri Gurn Radhase Temple Non-Profit ID/ 501 C# 20-8212795
Address 1480 Hayne Ave. City/State/Zip Yuba City ca. 95993
Contact Person Shingara Rath Phone 530.713.1823 Email bobbyrath@yahoo.com
Organization Purpose/Mission Church / Temple / Religious

Type of Organization:

- ☒ Non-Profit (located or primarily serves residents within the City of Yuba City)
☐ Educational Institution
☐ Local business (located within City of Yuba City city limits)

Type of Event:

- ☐ Local Celebration ☐ Athletic ☐ Cultural ☐ Educational
☐ Fundraiser ☐ Entertainment ☒ Other Parade

Program or Event Name 4th Annual Parade

Event Location 1480 Hayne Ave. Yuba City

Event Date/Time 4.6.2025 / 10 AM

Expected Number of Participants 2,000 +

Open to the Public? ☒ Yes ☐ No

Please explain how your program or event meets one or more of the sponsorship criteria below:

- Boosts the local Yuba City economy: Increases rooms rented in Motels / Hotels. Increases foot traffic in restaurants and grocery. Boosts sales in gas stations and retail sales.
- Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community: All community members are invited to enjoy this free event in honor of the birth of Shri Gurn Radhase, Vaisakhi and Easter.
- Contributes positively to the recognition and image of the City of Yuba City: Demonstrates the inclusivity and diversity of our community.

Type of Sponsorship Requested:

☐ In-kind services – Amount requested: _____

Provide a description of the in-kind services requested: _____

☐ Facility Waiver – Amount requested: _____

☒ Monetary Funding – Amount requested: 2,500

☐ Fundraiser Gift Basket – Amount requested: _____

Other Considerations:

☒ I understand that if the City agrees to sponsor the event, I will acknowledge the sponsorship on all printed information or advertising related to the event using a message approved by the City and provide any written marketing material to the City before distribution of event materials.

☒ If the City agrees to sponsor the event, I understand that appropriate ADA accessibility and other permit requirements will be provided.

☒ I understand that sponsorship is optional, and the City can deny this sponsorship application.

Signature of Applicant [Signature] Date 02/20/2025

Print Name of Applicant SHINGARA SINGH PALLI

CITY OF YUBA CITY
STAFF REPORT

Date: March 18, 2025
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Adventist Health – Ad Hoc Committee
Recommendation: Establish and designate two (2) Councilmembers to steer the Adventist Health Ad Hoc Committee for a period not to exceed one (1) year, unless additional action is taken by Council
Fiscal Impact: Minor staff costs associated with time supporting the committee

Purpose:

To establish an Adventist Health Ad Hoc Committee to discuss opportunities to improve local medical/hospital services.

Council's Strategic Goal:

This item supports the City Council's Strategic Goal to work to enhance the quality of life for City residents.

Background:

At a recent City Council meeting, Vice-Mayor Boomgaarden expressed concerns regarding the medical/hospital services in our area and requested that an Adventist Health Ad-Hoc Committee be formed in order to discuss and address opportunities for improvement.

Analysis:

As requested, staff recommends establishing an Adventist Health Ad-Hoc Committee to review opportunities to improve local medical/hospital services including but not limited to the availability and quality of services, medical facility locations, etc. The two Council members designated to steer the Ad Hoc Committee select community members and industry partners to join the Committee, so that concerns and input are received comprehensively. The Committee will coordinate with staff to facilitate the meetings, identify necessary staff to participate in each meeting (if needed), and coordinate the preparation of a report with recommendations applicable to the entire City Council.

Fiscal Impact:

Minor staff costs associated with time supporting the committee.

Alternatives:

Do not form the committee and/or provide staff with alternative direction.

Recommendations:

Establish and designate two (2) Councilmembers to steer the Adventist Health Committee for a period not to exceed one (1) year, unless additional action is taken by Council.

Attachments:

None

Prepared By:
Ciara Wakefield
City Clerk

Submitted By:
Diana Langley
City Manager

CITY OF YUBA CITY

Future Agenda Items

- Councilmember Cole
- Councilmember Kirchner
- Councilmember Pasquale
- Vice Mayor Boomgaarden
- Mayor Shaw

CITY OF YUBA CITY

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

City Manager's Report

CITY OF YUBA CITY

Reports and Communications

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City Council Reports

- Councilmember Cole
- Councilmember Kirchner
- Councilmember Pasquale
- Vice Mayor Boomgaarden
- Mayor Shaw

Adjournment