



LAKEWOOD CITY COUNCIL STUDY SESSION AGENDA

Monday, June 27, 2022

7:00 P.M.

City of Lakewood

Council Chambers

6000 Main Street SW

Lakewood, WA 98499

Residents can virtually attend City Council meetings by watching them live on the city's YouTube channel:

<https://www.youtube.com/user/cityoflakewoodwa>

Those who do not have access to YouTube can call in to listen by telephone via Zoom: Dial +1(253) 215-8782 and enter meeting ID: 868 7263 2373

Page No.

CALL TO ORDER

ITEMS FOR DISCUSSION:

- (3) 1. Joint Parks and Recreation Advisory Board meeting. – (Workplan)
- (4) 2. Parks Capital Improvement Program Update. – (Memorandum)
- (31) 3. Body Worn Cameras Update. – (Memorandum)

ITEMS TENTATIVELY SCHEDULED FOR THE JULY 5, 2022 REGULAR CITY COUNCIL MEETING:

- 1. Police Commissioning Ceremony.
- 2. Proclamation recognizing July as Parks and Recreation month. – *Mary Dodsworth, Parks, Recreation and Community Services Director*
- 3. Proclamation recognizing July as the anniversary month of the Americans with Disabilities Act.
- 4. Clover Park School District Report.
- 5. Appointing Kyle Franklin to serve on the Community Services Advisory Board through December 15, 2024.

Persons requesting special accommodations or language interpreters should contact the City Clerk, 253-983-7705, as soon as possible in advance of the Council meeting so that an attempt to provide the special accommodations can be made.

6. Authorizing the issuance of Conditional Certificate of Acceptance of Tax Exemption within a Residential Target Area to Ameriglaze Restoration, LLC. – (Resolution – Consent Agenda)
7. Approving a development agreement permitting a low income housing density bonus at the Meadow Park 55 Development Project - 7731 Dean Street West and 5402 77th St W, Lakewood, WA; Assessor's Parcel No. APN 3905000674. – (Resolution – Consent Agenda)
8. Removing the Hopkins House from the Lakewood Landmarks Historic Register - 7520 North Street SW, Lakewood, WA; Assessor's Parcel No. 6435000060. – (Resolution – Consent Agenda)
9. Authorizing the City Manager to seek grant funding assistance managed through the Washington State Recreation and Conservation Office for the Wards Lake Park Phase 2 project, Wards Lake BMX Track project and Harry Todd Pickle ball Courts. – (Resolution – Consent Agenda)
10. Adopting the Tacoma Pierce County Solid Waste and Hazardous Management Plan. – (Resolution – Regular Agenda)

REPORTS BY THE CITY MANAGER

CITY COUNCIL COMMENTS

ADJOURNMENT

Persons requesting special accommodations or language interpreters should contact the City Clerk, 253-983-7705, as soon as possible in advance of the Council meeting so that an attempt to provide the special accommodations can be made.

PARKS AND RECREATION ADVISORY BOARD WORK PLAN AND SIGNIFICANT ACCOMPLISHMENTS

Members:

Jason Gerwen, Chair
Vito Iacobazzi, Vice-Chair
Sylvia Allen
Alan Billingsley

Michael Lacadie
Fred Ramey
Janet Spingath

Youth Council Liaison:

Brandon Elliot

Council Liaison:

Councilmember Don Anderson

City Staff Support:

Mary Dodsworth, Director Parks, Recreation & Community Services
Nikki York, Office Assistant

Meeting Schedule:

Fourth Tuesday of Each Month, 5:30 P.M., American Lake Room

Accomplishments:

| Date | Topic(s) |
|----------|---|
| 6.22.21 | ARPA Funding Update |
| 7.27.21 | Wards Lake Park Master Plan Update, Parks CIP Update |
| 9.28.21 | FSP Renaming Proposal and Public Hearing |
| 10.26.21 | State of the City, Naming of City Facilities Resolution and Process Review, South Sound Wildlife Area Update |
| 11.23.21 | Public Art Policy and Programs, 2022 PRAB Work Program |
| 2.1.22 | Elect Chair /Vice-Chair, Review 2022 PRAB Work Plan, Climate Change and City Tree policy updates |
| 2.22.22 | Joint meeting with LHAB regarding City Facility Naming Resolution and Process |
| 3.22.22 | Prepare for Parks Appreciation Day, City Facility Naming Process Recommendation, Nisqually Partnership Project Update |
| 4.26.22 | Economic Development Plan, FSP Turf Field project update and recommendation |
| 5.24.22 | Prepare for Joint Council Meeting and Oakbrook Park design charrette |

(Current Year) Work Plan:

| | |
|----|--|
| 1. | Fort Steilacoom Park Boundary Line Adjustment |
| 2. | Parks Capital Improvement Plan (CIP) Update |
| 3. | Diversity, Equity & Inclusion in Parks and Recreation |
| 4. | Outdoor Adventure Programming |
| 5. | Special Event Update |
| 6. | Street End Update |
| 7. | Park Code Updates (as needed) |
| 8. | Climate Change initiatives and Tree Preservation Ordinance |
| 9. | Naming Policy and Process Review |



To: Mayor and City Councilmembers

From: Mary Dodsworth, Parks, Recreation & Community Services Director

Through: John J. Caulfield, City Manager *John J. Caulfield*

Subject: Parks Capital Improvement Program Update

Date: June 27, 2022

Exhibits: Wards Lake Park Phase 1& 2, Resolution for Grants

This memo is to provide City Council with an update on the City's park capital improvement projects as noted in the 2022/2023 Capital Budget. Included are projects that have been completed since the last update in July 2021; projects that are currently underway; and a status report and/or anticipated start dates of the remaining 2022/2023 work plan.

Completed Projects

301.0006 Gateway Monument Signs

Continuing the work started in 2015 to improve 15 different gateways and create a positive first impression, the City worked with WSDOT to install two new signs identifying the Tillicum Neighborhood and the Woodbrook Business Park as part of the I-5 WSDOT improvements. Landscaping and irrigation installed by WSDOT fall 2021.

Project Cost: \$116,095

Funding Source: LTAC \$64,000; General Fund \$52,095

STATUS: Complete

301.0014 Fort Steilacoom Park/Angle Lane South Improvements

Fort Steilacoom Park is the most popular park in our system. Project improvements included the construction of a new parking lot, trail head and signage improvements, resurfacing Angle Lane from Elwood to Waughop Lake Road and a new restroom, plaza, and park amenities. Development of additional interpretive signage, seating and art installations are currently under development through project partnership with the Nisqually Tribe. Development. Final improvement will be the installation of a new park sign at the park entrance off Elwood.

Project Cost: \$1,525,000

Funding Source: REET \$390K; LTAC \$210K; RCO/WWRP \$500K; Nisqually, POP and Town of Steilacoom Donations \$30K; Tree Fund \$20K; City of Lakewood \$375K

STATUS: Complete

301.0039 American Lake North Parking Lot

The City purchased land along Veterans Drive adjacent to American Lake Park for overflow parking during the busy summer season and to accommodate loss of on-street parking from Veterans Drive improvements. Project completion is anticipated by July, 2022.

Project Construction Budget: \$231,953

STATUS: Substantially Complete

Fort Steilacoom Barn Removal

A small storage barn partially collapsed when a portion of a tree fell on the barn. The project was completed December 2021.

Project Cost: \$16,500

Funding Source: General Fund

STATUS: Completed

Projects Currently Underway

Fort Steilacoom Park Boundary Line Adjustment

On June 20, 2019 the City became the proud owner of Fort Steilacoom Park. The parcels, originally leased by Pierce County in the 1970's were transferred to the City. Pierce College received ownership of the property in December 2021 and is in the process of surveying the parcels in preparation for the boundary line adjustment (BLA). Their main interest is to remove all portions of Waughop Lake from their ownership.

STATUS: Pending- anticipate BLA completed by December 2022

301.0005 Chambers Creek Trail Planning and Development

The Cities of Lakewood, University Place, and Pierce County have been working together on a Chambers Creek Trail Project. The land is owned by Pierce County with sections of the trail(s) and trailheads located in University Place and Lakewood. The completed trail is anticipated to be 2.5 miles long. Several grants have been received to offset project costs. An updated Interlocal Agreement was approved in 2019. All agencies anticipate financially supporting the phased trail projects.

Phase 1 – Completed

Phase 2- Trail connections and second connector bridge under design. Construction anticipated in 2024.

Project Phase 2: \$657,656 City share

Funding Source: General Fund, land sale and fees \$190K SWM \$125K MVET Trails funds \$20K

STATUS: Phase 2 – finalizing route and completing the 2.5 mile trail design with updated cost estimates

301.0020 Wards Lake Land Acquisition

A Pierce County Conservation Futures (PCCF) grant successfully funded the purchase of a residential lot on the south property boundary (end of 25th Ave) in late 2021. The purchase of an additional 10.5 acres has been ongoing with complexities arising due to a binding site plan (BSP) associated with the purchase parcels. The seller has requested execution of an updated purchase and sale agreement (PSA) contingent upon the signatures of 3 additional BSP parcel owners and recording of the BSP amendment. PCCF Grant deadline has been extended from June 31, 2022 to December 31, 2022. An additional appraisal may be required for PCCF due to extended process and approval from PCCF for all associated purchase documents will be required for grant funding and prior to PSA execution.

Project Cost \$91,897 (\$22,425 survey & permit docs, \$11,470 seller liaison, \$1,352 permit fees, \$55,000 parcel purchase price, \$1,650 estimated closing costs)

Funding Source: Conservation Futures \$29,150; General Fund \$62,729

STATUS: All properties should be acquired by December 2022 pending PSA execution

301.0020 Wards Lake Improvements

Since incorporation, the City has utilized a variety of funding sources to purchase several parcels of contiguous land to make-up the current Wards Lake Park property. At over 26 acres, Wards Lake is an outstanding natural area in a densely populated area. A comprehensive master plan update was completed in 2019 in conjunction with the Legacy Plan and to prepare for 2020 state grant cycles. The master plan focused on increased access, environmental health, storm water function, improved safety and ways to discourage negative activities. The plan was divided into three phases with funding secured to support phase 1 elements.

Phase 1: Improvements include removing invasive plant species, new pathways and bridges, new park access off 88th, a dog park, pump track, enhanced open space areas, signage, site furnishings and a loop trail to provide pedestrian access, improved site lines and to allow the City easier access to maintain the site and clean-up area(s) when dumping or encampments are created.

Phase 2: Currently under RCO grant review. Improvements include a new neighborhood park and off-street parking on the south side of the park, a dirt BMX track, trail development across the park linking the main entrance with the new neighborhood park, a new restroom and expanded parking off 84th, and new play areas near both park entrances.

Phase 3: development of acquired parcels totaling 10.5 acres (pending) is anticipated and trail expansion would improve site access and allow the City easier access to maintain the site and clean-up area(s), especially near freeway and in heavily vegetated areas when dumping or encampments are created.

Phase 1 Project Budget: \$2.4 M

Funding Source: \$300K (REET/ GF), \$1M LWCF, \$500K WWRP Local Parks, \$350K YAF

Phase 2 Project Budget: \$2.5M

Funding Source: \$300K (REET/SWM/GF); Anticipated RCO and LWCF Grants \$1.5M, YAF \$350K, DOC \$252K

STATUS: Design of Phase 1 is underway with permit issuance anticipated early-mid 2023. Construction to begin in 2023 with completion anticipated 2024. Due to federal funding and critical area designation additional studies and permitting are required and has potential to delay anticipated project scheduling. Phase 2 under grant funding review. Phase 3 pending parcel acquisition.

301.0027 American Lake Access Improvements

American Lake Park, although only 5 acres in size, is heavily used in the summer season due to limited waterfront access. Upcoming improvements include ADA access from the upper parking area to the shoreline, replacing restroom, reconstruct deteriorated retaining walls, and adding a new group picnic shelter, entrance plaza, interpretive information and park sign. Safety and non-motorized watercraft access is being assessed.

Project Budget: \$2,276,840

Funding Source: \$500K (REET), \$500K WWRP, \$500K ALEA, \$252,840 DOC, \$524,560 general fund

STATUS: Final Design currently underway, bidding is anticipated mid 2023, with project completion in 2024. This project will have federal permitting due to in-water work.

301.0031 Fort Steilacoom Park Turf Infields

The baseball fields at Fort Steilacoom Park serve youth and adults throughout Pierce, Thurston and South King Counties. Replacing dirt infields with synthetic turf material will make Fort Steilacoom Park a more desirable location for large tournaments. The City is working with Pierce College to develop a collegiate sized home field on field #1 with additional amenities. Pierce College will cover all improvement costs over and above new turf. The City would have access to program the facility when not in use by the College. An Interlocal Agreement and amendment was approved in 2021 to move the project forward. A second ILA will address the details of the City's ownership of

improvements and Pierce College's rights to use, along with other details of the City and College's ability to coordinate access, maintenance, operations, facility replacement and use of the updated fields.

Project Cost: \$6,082,339 M (\$1,610,000 City / \$4,472,339 Pierce College funds)

City Funding Source: REET \$250,000; Commerce Grant, \$994,700, YAF grant \$350,000, \$15,300 general funds

STATUS: Project is in design with permitting anticipated to begin in 2022 and going to bid in 2023.

301.0032 Springbrook Park Expansion and Restoration

This project continues City efforts to improve the quality of life for residents in the Springbrook neighborhood. This project will help us clean up approximately 660 linear feet of shoreline, improve water quality, and create a healthy place for Springbrook residents. Improvements include walking paths, viewpoints, picnic and open space areas, a dog park, basketball court, updated community garden, a bike pump track and park sign replacement.

Project Budget: \$1,445,640

Funding Source: \$757,540 Department of Commerce grant and \$688,100 City funds

STATUS: Project is in permitting w/ bidding anticipated in fall 2022, construction completion 2023.

301.0037 Seeley Lake Improvements

A cooperative project with Pierce County Parks to identify storm water conditions, safety upgrades and public access improvements at the Seeley Lake Conservation Resource Area. This site is located next to the Lakewood Community Center, which is owned and managed by Pierce County. It is also the location of the City's Senior Activity Center. A basin study and site master plan were created and phase one improvements were established to include improving the main trail head, removing hazardous waste materials, and adding ADA access. Pierce County is managing bidding and construction phases with reimbursement of remaining project funds totaling \$87,900 from the City.

Project Budget: \$177,900 for permitting & construction

Funding Source: \$90K (Pierce County), \$50K SWM, \$37,900 general funds

STATUS: Currently in permitting with bidding to occur in 4th quarter 2022 with improvements completed in 2023.

Nisqually Partnership

Development of interpretive signage, seating and art installations within several locations at Ft. Steilacoom Park are currently under development through project partnership with the Nisqually Tribe. A kick-off design charrette was held March of 2022 at the park, and a goal for fall 2022 legislative allocation packet to fund the partnership installations has been set. An MOU to formalize our agency's partnerships is under development.

301.0028 Oakbrook Park Improvements

Oakbrook Park is located in the northwest area of Lakewood. A small park was developed in 2002 and is the only neighborhood park in this housing area. In 2019 the playground was replaced. In May 2022 a design charrette w/ PRAB members and a neighborhood group was held to determine needs and discuss potential site improvements. Suggested improvements included circulation paths around the park, a pickleball court, a small picnic shelter, site furnishings and open space enhancements.

Project budget: \$50,000

Funding Source: General Fund

STATUS: Design and cost estimates are being developed with construction anticipated 2023.

301.0046 Street End Update

The City conducted a street end study in 2008-09 to gather data on the feasibility of improved public access at 14 street ends located on 4 lakes within the City. Council approved funds totaling \$50K to support an updated study focusing on 12 overall sites to develop cost estimates and schematic design..

Project Cost: \$50,000

Funding Source: General Fund

STATUS: Site inventory is underway with project completion anticipated fall 2022

On Deck – Ready to Go!

301.0006 Gateway Monument Signs

The remaining signs will complete the work started in 2015 to provide up to 15 gateway monuments at all city entrances. We will take advantage and plan around various transportation improvements to utilize resources efficiently.

Project Cost: \$75,000 per sign

Funding Source: General Fund

STATUS: 2022-23 - 84th and Tacoma Mall Boulevard - Private/public partnership using local ROW.

Assess alternate locations for 2023 construction.

TBD - North Gate Road and Edgewood – Combine with JBLM North and Washington Blvd

TBD - South Tacoma Way (near B&I) - limited ROW, looking at over-the-road span options

TBD – Thorne Lane (end / near connector path) Determining if needed due to WSDOT project improvements

301.0041 Park Sign Replacement Design

Council provided design direction in anticipation of a design contract to look at a new park entry sign design. An RFQ for design development will be posted in July 2022. Following Council approval, sign design and bid package are anticipated to be completed by December 2022.

Project Cost: \$20,000

Funding Source: General Fund

STATUS: Pending

301.0034 Park Sign Replacement Program

The City created a park sign program in 2002 to identify new and improved City park sites. The concrete monument signs were placed near the entrance of each park and included the park name and city logo. Eleven park signs will be updated over the next few years to identify City parks as public spaces.

Project Cost: Sign construction budget is approximately \$30,000 per sign.

2023 Sites: Wards Lake Park, Active Park, Washington Park, Springbrook Park, Fort Steilacoom Park, Harry Todd Park and American Lake Park, Oakbrook Park

2024 Sites: Kiwanis and First Lions Skate Park, Primely Park and Edgewater Park

STATUS: Design is anticipated to be completed by end of year 2022 with installation beginning 2023 and completion of all sites in 2024

Playground Equipment Replacement

Playgrounds are an important amenity in city parks, especially neighborhood parks. Playgrounds are regularly inspected and repaired as needed. The life span of a playground is influenced by use, materials and environment but can typically last between 10-15 years. The Legacy Plan identified the following playground replacement program:

Funding Source: TBD

2023 - Primley Park - \$55,000

2023 - Active Park - \$ 110,000

2024 - Lake Louise School Park - \$115,000 (partnership with CPSD)

2025 - Washington Park - \$115,000

STATUS: Anticipated meeting with neighbors of Primley Park to be held Q4 2022 to determine park and playground improvements

301.0019 Edgewater Park Master Plan

This 1 acre linear park is relatively undeveloped. In 2006 the City replaced the boat launch at Edgewater Park but no additional improvements have been made for the past 15 years. The City met with neighbors and community members in 2018 to review site issues and concerns and brainstorm improvements. A DRAFT master plan was completed and dangerous trees removed, however, right of way issues were discovered which may affect future development and parking. A traffic study is anticipated in 2022 to support planning for traffic revisions, parking and access. An updated master plan will be shared with the public and brought back to Council for review and approval in 2023

Project Cost: TBD

STATUS: Pending ROW resolution. Traffic study and final design development anticipated 2023 in anticipation of 2024 RCO grant cycle.

Harry Todd Park Pickleball Courts

The City is looking to convert the aging and underutilized above ground skate park and 50 year old tennis courts at Harry Todd Park into four pickleball courts. Two of the courts will be ADA accessible and adjacent ADA parking, access route from the current gravel parking area, new drainage and fencing will be included. The proposed improvements would increase opportunities for recreation clinics, local and regional tournament use and increase healthy recreation opportunities for youths and families in the Tillicum Neighborhood.

Project Cost: \$600,900

Funding Source: \$350K YAF, \$250,900 City allocated funds – source to be determined and included in 2023 parks CIP budget.

STATUS: RCO YAF grant under review. If awarded, contract anticipated July 2023 w/ construction to be completed by early 2024.

ARPA Park Projects

Hand wash Station pilot project at Springbrook Park is under permit review with construction completion anticipated in 2023. Review of use and program success will help determine future installations at other neighborhood parks.

City of Lakewood 2022 Parks CIP Update



CIP Project Goals

Provide Equity ~ Create Community
Improve Health, Safety & Access
Site Restoration & Education

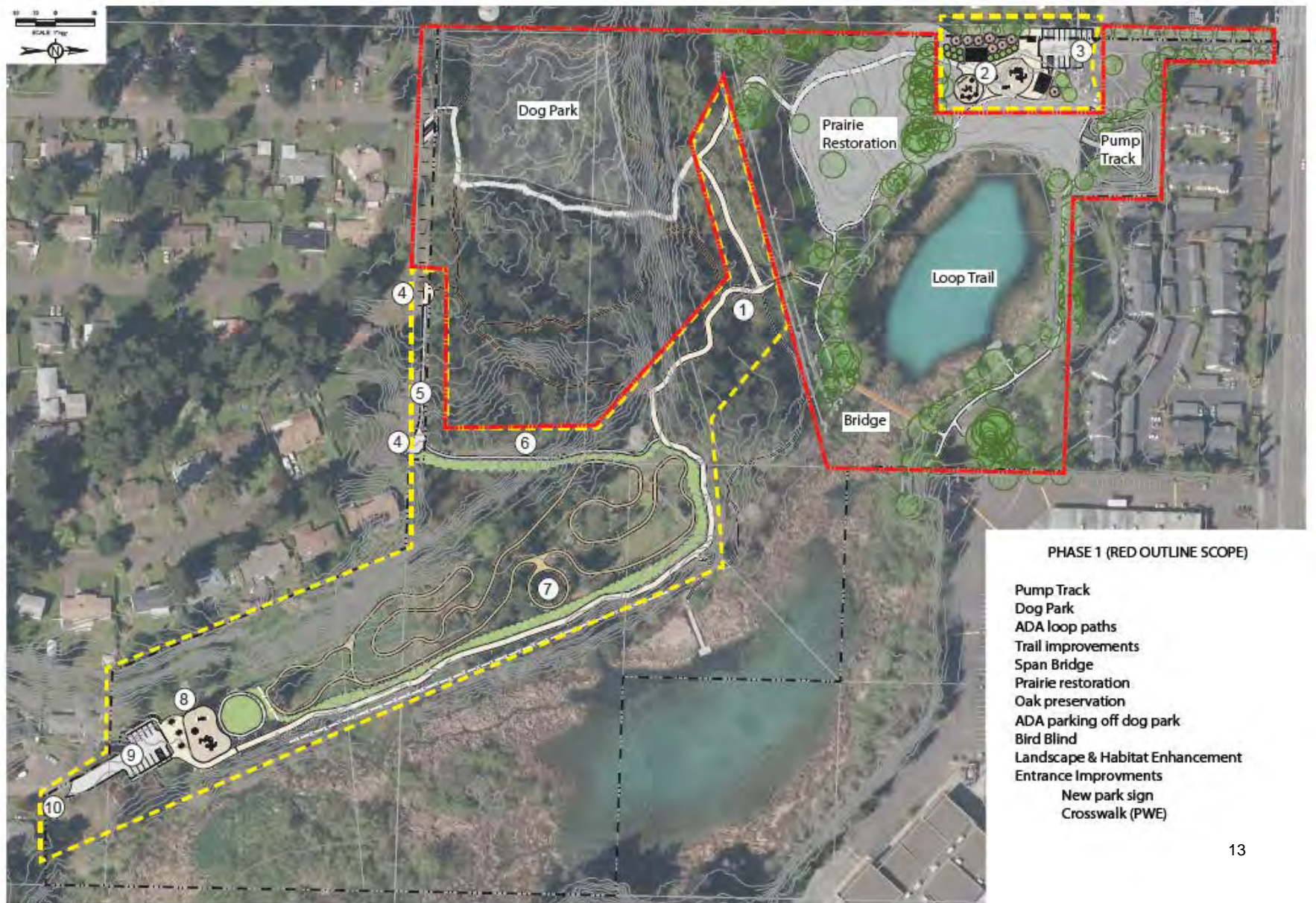


Project Focus

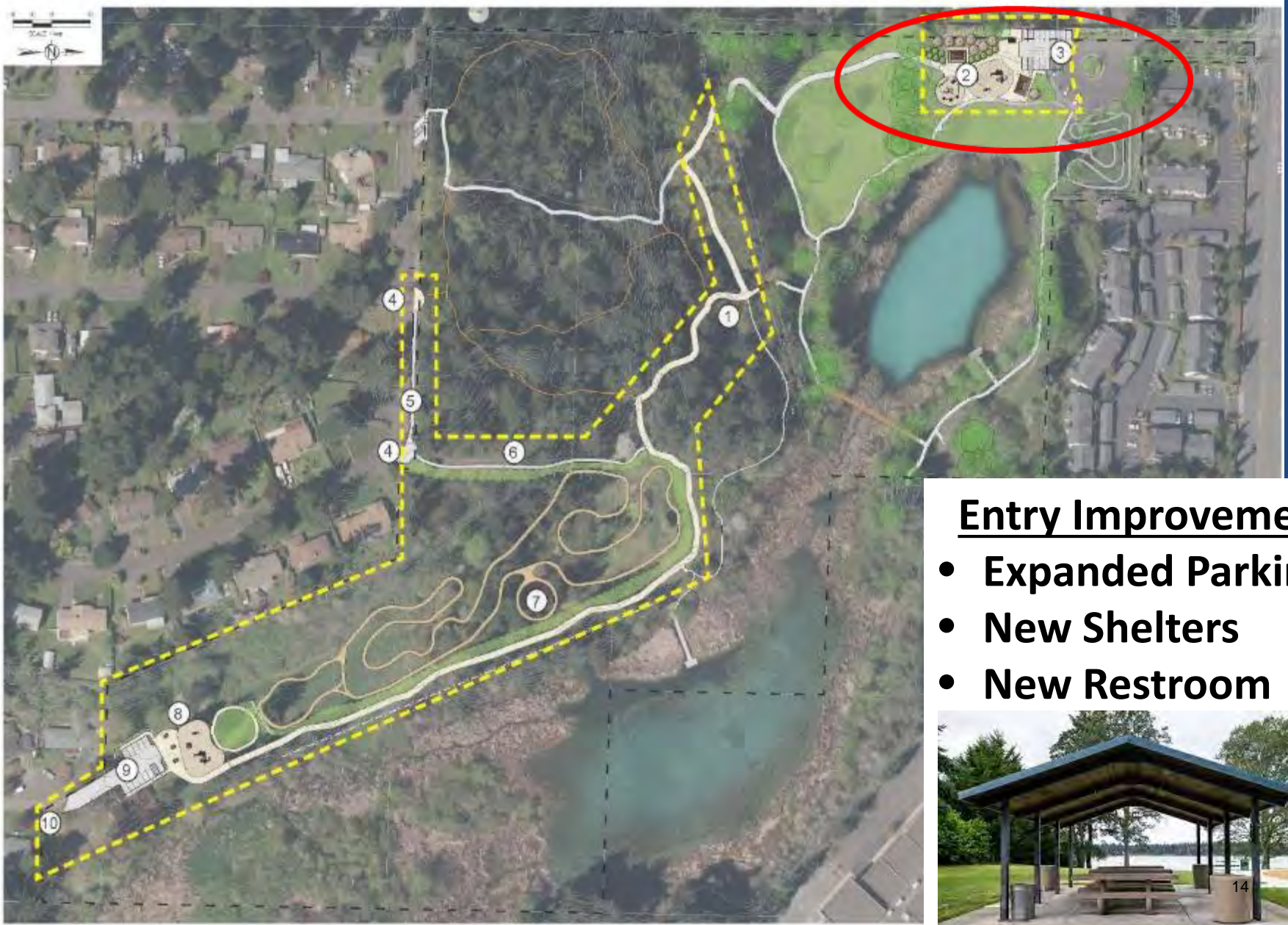
Wards Lake Park



Wards Lake - Phase 1



Phase 2 - Project Design



Entry Improvements

- Expanded Parking
- New Shelters
- New Restroom



Phase 2 - Project Design



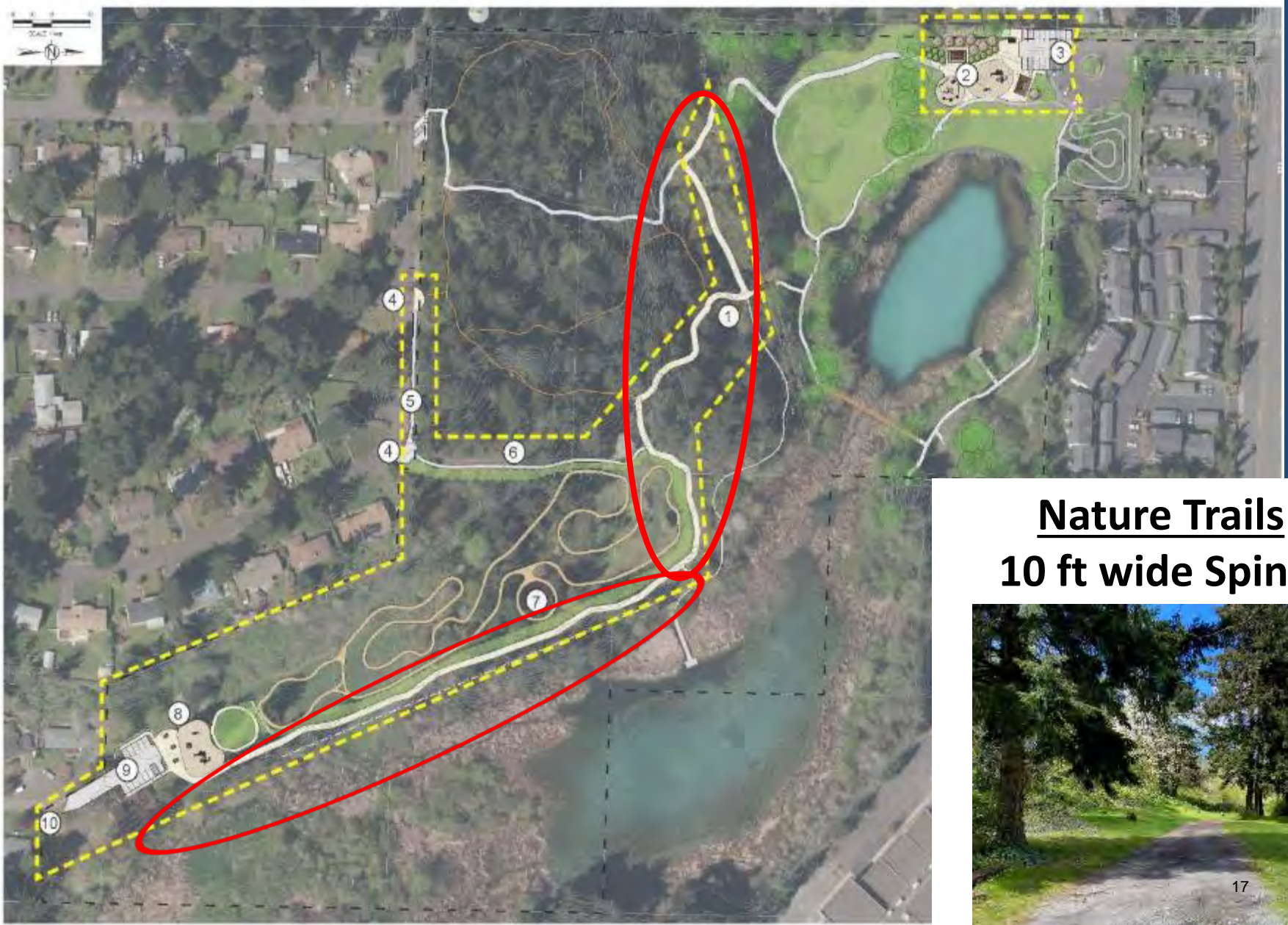
Entry Improvements

- Expanded Parking
- Plaza Gathering Area
- New Shelters
- New Restroom
- Fencing & Planting
- Nature Playground





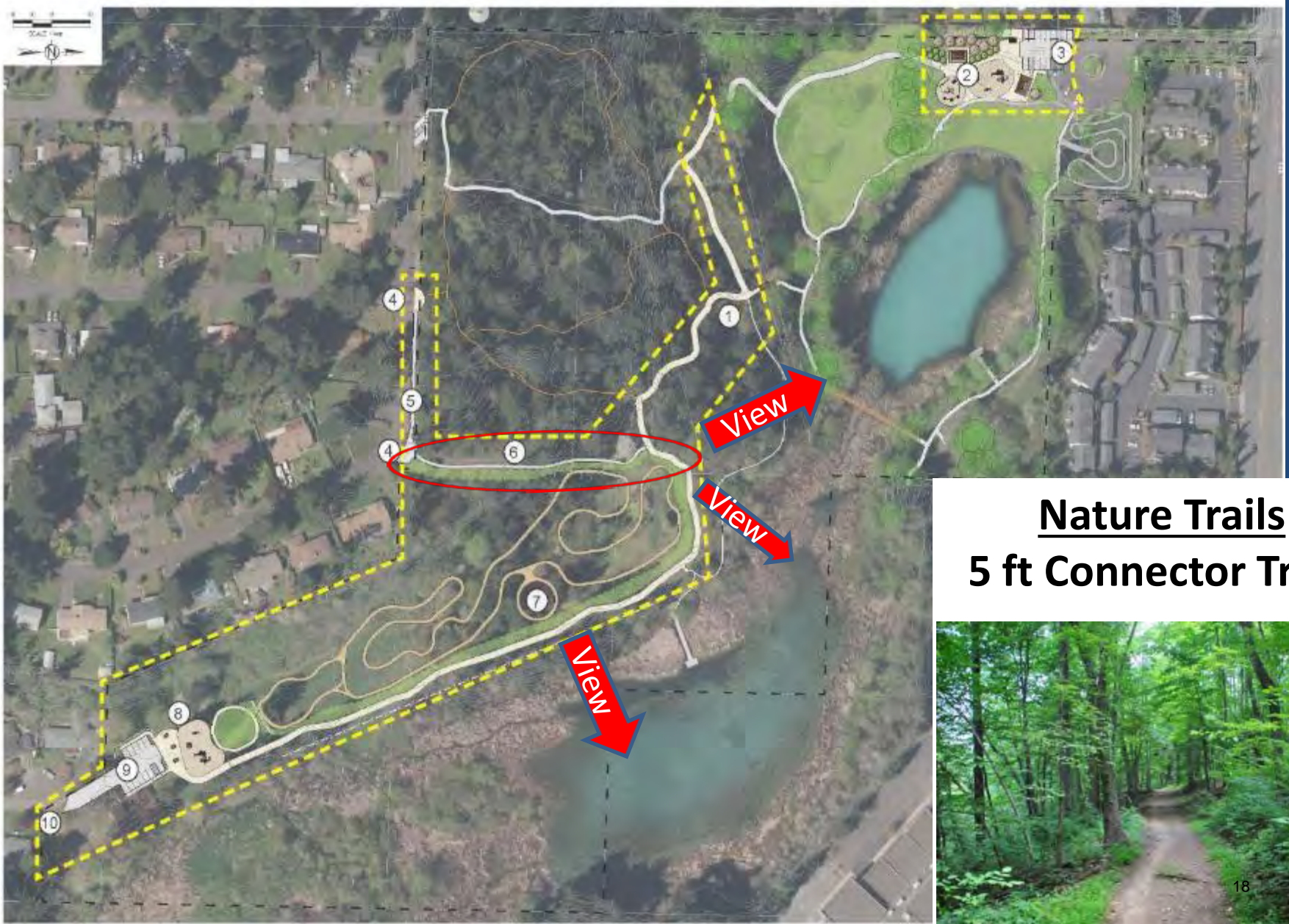
Phase 2 - Project Design



Nature Trails
10 ft wide Spine



Phase 2 - Project Design



Nature Trails
5 ft Connector Trails



Phase 2 - Project Design

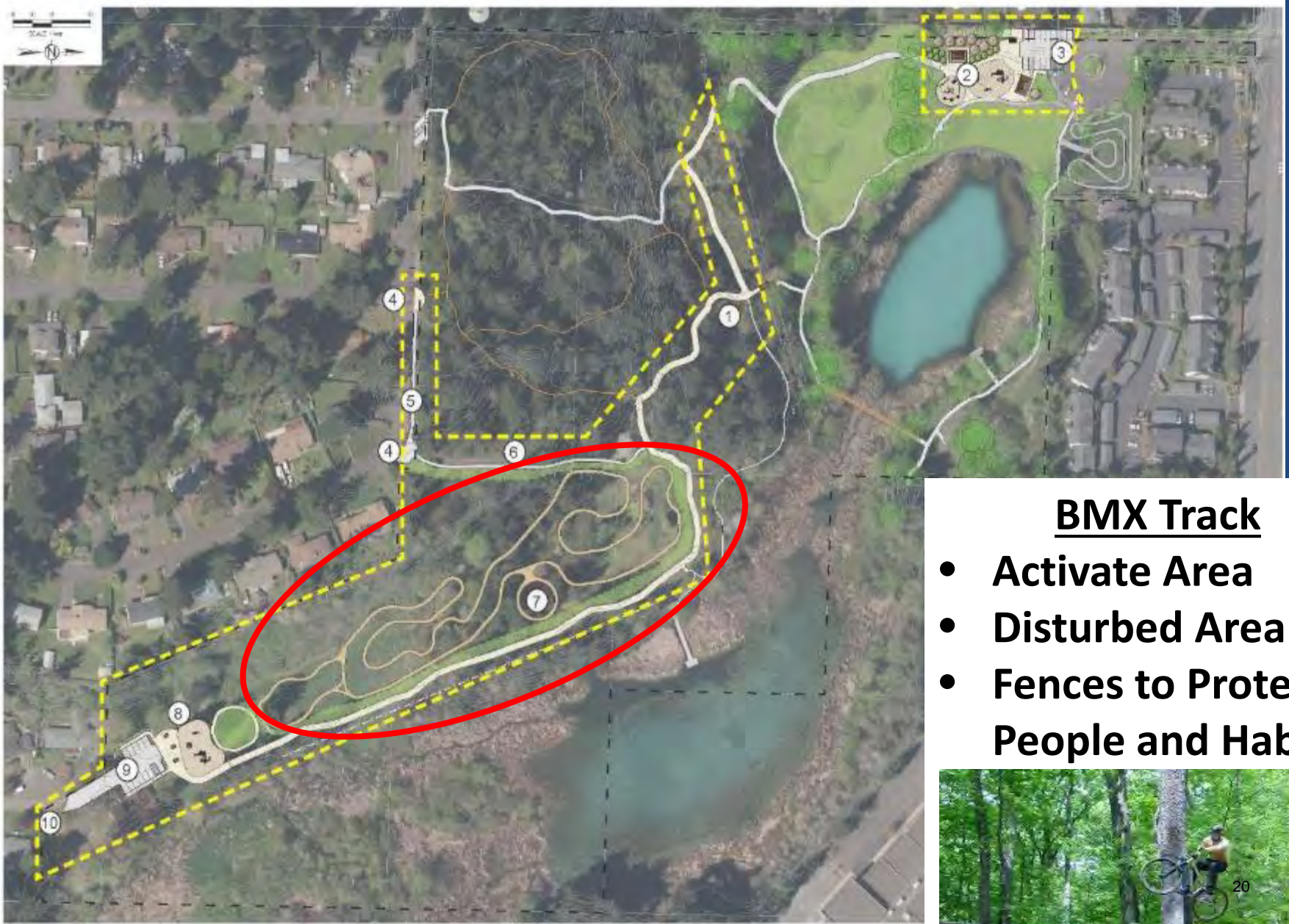


Neighborhood Access

- Mini Plaza Entries
- Curb Gutter
- Sidewalk Trail Head
- Park Wayfinding



Phase 2 - Project Design

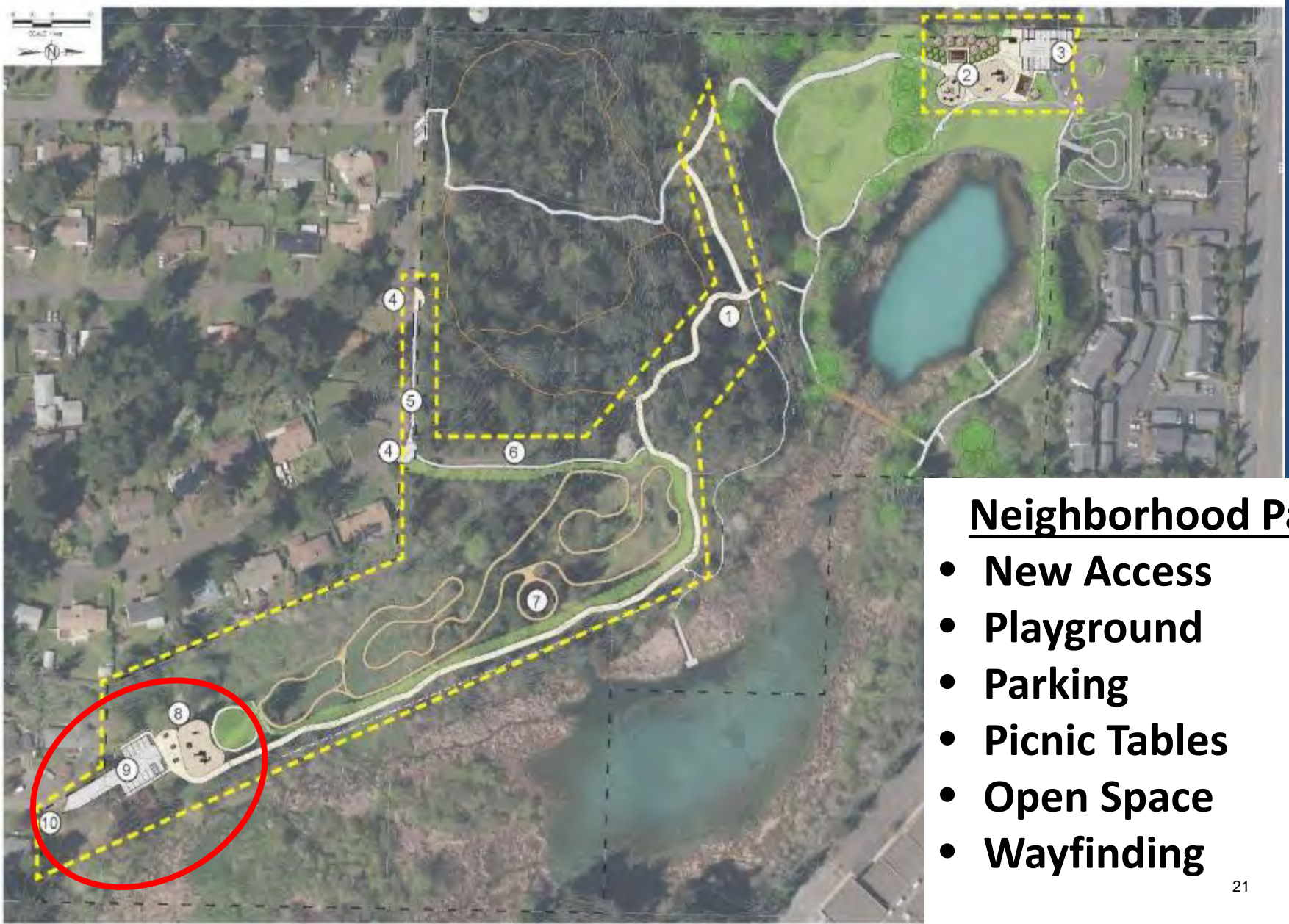


BMX Track

- Activate Area
- Disturbed Area
- Fences to Protect People and Habitat



Phase 2 - Project Design



Neighborhood Park

- New Access
- Playground
- Parking
- Picnic Tables
- Open Space
- Wayfinding

Sustainability



Conifer Forest



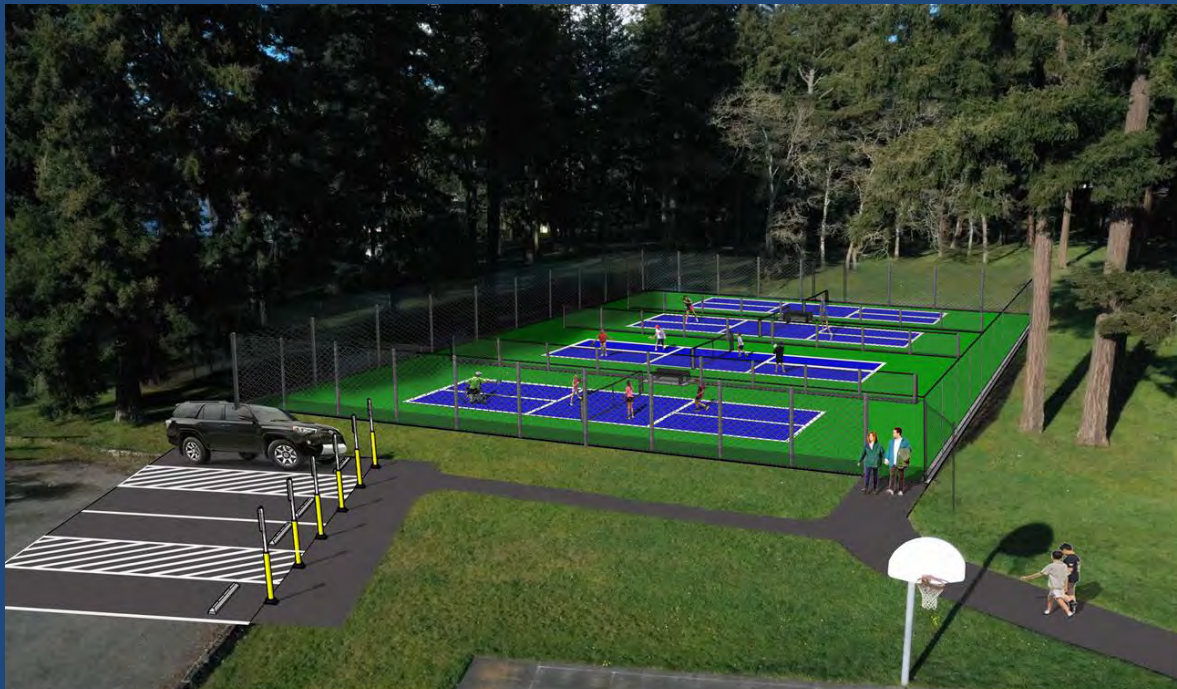
Oak Prairie Preservation²²



Water Quality

RCO Grant Authorization

- Wards Lake Phase 2 improvements
- BMX Track (separate grant)
- Harry Todd Pickleball Courts



RESOLUTION NO. 2022-XX

A RESOLUTION of the City Council of the City of Lakewood, Washington, authorizing the City Manager to seek grant funding assistance managed through the Washington State Recreation and Conservation Office for the Wards Lake Park Phase 2 project, Wards Lake BMX Track project and Harry Todd Pickle ball Courts.

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Projects listed above; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON HEREBY RESOLVES, as Follows:

Section 1. Our organization has applied for or intends to apply for funding assistance managed by the Washington State Recreation and Conservation Office for the above “Project(s).”

Section 2. John J. Caulfield, City Manager is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matter related to the Project(s), including but not limited to, full authority to: (1) approve submission of grant application, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) designate a project contact, (5) to administer the day-to-day management of the grant and (6) authorize property and real estate documents.

Section 3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office’s WEBSITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the

Agreement prior to execution.

Section 4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

Section 5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

Section 6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

Section 7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

Section 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

Section 9. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

Section 10. Our organization acknowledges that if it receives grant funds managed by the

Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

Section 11. Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed “Deed of Right” for fee acquisitions, or an “Assignment of Rights” for other than fee acquisitions (which documents will be based upon the Office’s standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

Section 12. Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

Section 13. Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.

Section 14. Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

Section 15. This Resolution is deemed to be part of the formal grant application to the Office.

Section 16. Our organization warrants and certifies that this Resolution was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

Section 17. That this Resolution shall be in full force and effect upon passage and signatures hereon.

PASSED by the City Council this 5th day of July, 2022.

CITY OF LAKEWOOD

Jason Whalen, Mayor

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) Wards Lake Park Ph 2 (22-1720 WWRP, 22-1724 LWCF) Wards Lake BMX Track (22-1743 YAF), Harry Todd Pickleball Courts 22-1632 YAF

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

| Grant Document | Name of Signatory or Title of Person Authorized to Sign |
|---|---|
| Grant application (submission thereof) | |
| Project contact (day-to-day administering of the grant and communicating with the RCO) | |
| RCO Grant Agreement (Agreement) | |
| Agreement amendments | |
| Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county. | |

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Tallen 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



TO: Mayor and City Councilmembers

FROM: John Unfred, Assistant Police Chief

THROUGH: John J. Caulfield, City Manager

A handwritten signature in black ink, reading "John J. Caulfield", is positioned to the right of the "THROUGH:" line.

DATE: June 27, 2022

SUBJECT: Body Worn Cameras Update

It is recommended that the City Council authorize the cancellation of the existing SafeFleet contract and execution of a new contract with Axon for In-Car Video (ICV), Body Worn Camera (BWC), and cloud storage.

After piloting the SafeFleet BWC addition to our existing SafeFleet ICV system, we have experienced too many significant problems, including one that makes the video potentially unusable in court as evidence. We have researched the Axon product and determined that it is a superior product that offers more functionality and will resolve several additional needs of the City (see attached presentation).

The City could remain with SafeFleet, transition to Axon, or conduct an RFP process for another vendor. SafeFleet and Axon are the only two ICV/BWC vendors on the state NASPO bid through WA Dept of Enterprise Services.

The total cost of the five-year contract is \$1.9 million. However, after compensating for the refund from SafeFleet and other savings, the cost is \$1.6 million, or \$319,067 annually.



Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. “**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. “**Axon Device**” means all hardware provided by Axon under this Agreement.
- 1.3. “**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. “**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

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

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years (“**Renewal Term**”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

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

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

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon’s delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

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

7. **Warranty.**

- 7.1. **Limited Warranty; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency’s receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency’s receipt. Used conducted energy weapon (“**CEW**”) cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon (“Third-Party Products”) are not covered by Axon’s**

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

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

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

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

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

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

7.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

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

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

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

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



9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
18. **General.**
 - 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
 - 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.



Master Services and Purchasing Agreement for Agency

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

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

Agency: Lakewood Police Department
Attn:
Street Address: 9401 Lakewood Dr SW
City, State, Zip: Lakewood, WA 98499
Email:

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

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

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY:

Lakewood Police Department

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. “**Agency Content**” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- 1.2. “**Evidence**” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- 1.3. “**Non-Content Data**” is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- 1.4. “**Personal Data**” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (“**TASER Data**”). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - 5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - 5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.



Master Services and Purchasing Agreement for Agency

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - 12.1. The Axon Records Subscription Term will end upon the competition of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")
 - 12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - 12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - 12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.
13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;



Master Services and Purchasing Agreement for Agency

- 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- 13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency

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



Master Services and Purchasing Agreement for Agency

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

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. 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.



Master Services and Purchasing Agreement for Agency

Professional Services Appendix

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

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

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

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need



Master Services and Purchasing Agreement for Agency

| |
|--|
| <ul style="list-style-type: none">• Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access |
| /Dock configuration <ul style="list-style-type: none">• 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) <p>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</p> |
| End user go-live training and support sessions <ul style="list-style-type: none">• Assistance with device set up and configuration• Training on device use, Axon Evidence, and Evidence Sync |
| Implementation document packet <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p> |

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

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|--|
| System set up and configuration <ul style="list-style-type: none">• 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 <p>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</p> |
| Best practice implementation planning session to include: <ul style="list-style-type: none">• 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 <p>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</p> |
| Axon Evidence Instructor training <ul style="list-style-type: none">• 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 <p>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.</p> |
| Post go-live review <p>For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p> |

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

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|--|
| Archival of CEW Firing Logs <p>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.</p> |
|--|



Master Services and Purchasing Agreement for Agency

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Agency with a Certificate of Destruction

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

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

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

8. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
9. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
10. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
11. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
12. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
13. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

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

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



Master Services and Purchasing Agreement for Agency

TASER 7 Appendix

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

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

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

5. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
6. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
7. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
8. **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 8.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 8.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



Axon Auto-Tagging Appendix

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

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



Master Services and Purchasing Agreement for Agency

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

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



Master Services and Purchasing Agreement for Agency

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 schedule 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 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Master Services and Purchasing Agreement for Agency

Axon Respond Appendix

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

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Master Services and Purchasing Agreement for Agency

Add-on Services Appendix

This Appendix applies if Axon Citizen for Communities, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Master Services and Purchasing Agreement for Agency

Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

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

BODY WORN CAMERA VENDOR TRANSITION

SYNOPSIS

- Coban (now SafeFleet) is not a workable product because of several serious issues that the company has been unable to resolve.
- We recommend moving to Axon as it has a superior, “end-to-end” product that resolves several needs, in addition to the BWC.
- Our proposed transition to Axon will also replace all of our Tasers as they have reached end of life.
- There are other efficiencies and improvements to be gained with the Axon product.

SAFEFLEET/COBAN FLAWS

- **“Audio drift”**- This is where the audio and video from a recording separate and no longer align. Requires manual manipulation to fix.
- **Video Duplication**- Every video is inexplicably uploaded twice onto our server. (we cannot delete videos from the server)
- **Slow wireless upload**- Videos are taking up to an hour to upload.
- **Poor technical service**- Our Program Manager (Lt. Alwine) is spending an inordinate amount of time trying to resolve more minor issues.

AXON PRODUCT OVERVIEW:

- **In-Car Video (ICV):** Identical to our current system with two cameras: one forward facing using the Body Worn camera (BWC) as microphone and the other a rear seat camera with integrated microphone.
- **Officer Safety Plan 7+:**
 - **BWC:** Improved BWC with GPS and real-time, remote video viewing
 - **Tasers:** Buyback of our existing and issue new Tasers for all Officers.
 - **Evidence.com:** Unlimited cloud storage of ALL of our photo and video evidence, including citizen submitted.

AXON BWC

- GPS location and Live Streaming capability
- System auto-tags case # from CAD
- Buffering of up to 2 minutes
- Activation:
 - Vehicle triggers
 - Taser is armed or activated
 - Officer's handgun is removed from holster
 - Activates other Axon cameras within a 30 foot range



AXON Taser 7

- **More effective:**

- Straighter and faster darts
- Long and short range cartridges

- **Includes:**

- Replacement cartridges
- Replacement batteries
- Charging bank
- Holsters
- Instructor certification



- **Axon Performance:** Collects data that can be analyzed such as number of draws and activations by each Officer.

EVIDENCE.COM

- **Data storage:** ICV, BWC, crime scene photos, citizen upload of photos/videos. Would replace our current system.
- **Case Management:** Can share files with prosecutors, outside agencies with a simple electronic link.
- **Agency Coordination:** All other PC agencies w/video use. Will simplify multi-agency incidents, particularly PC FIT investigations.
- **Redaction:** Robust redaction software that uses AI to automatically redact selected portions of video or audio (license plates, faces, words).
- **Analytics and Audit Tools:** Monitor system usage, who has uploaded, reviewed, shared, deleted files, randomized audits. This is mandatory under HB1310.
- **Configurable Retention:** Schedule automatic retention periods based on incident type or crime severity.
- **Citizen for Communities:** Create public evidence submission portals that will allow us to collect evidence from the public during both large-scale and smaller, day-to day events.
- **Transcription (Add'l cost):** Provides video and audio transcriptions.

AXON TRANSITION PLAN

- BWCs, Tasers, and Evidence.com can start almost immediately.
- Currently field testing small number of Axon BWCs.
- In-Car Video (ICV): Continue using our existing SafeFleet ICV system but as video only.
- Axon ICV system is about 10 months out, possibly sooner.
- Axon does the complete install of their system and removal of current system.

AXON COST

| | | |
|-----|--|---------------------|
| ICV | Axon Basic Fleet 3 | |
| | 66 each 2-camera systems (1 forward, 1 backseat), no equipment refresh | \$ 474,803 |
| BWC | OSP 7+ Plan | |
| | 100 BWCs, replaced at 30 & 48 mos | |
| | 100 new Tasers, Taser certification, Master Instructor (all of our Tasers are nearing/past end of life) | |
| | BWC activates with Taser or handgun drawn from holster | |
| | Auto-tagging each video from CAD | |
| | Full auto redaction software | |
| | Evidence.com for video storage | |
| | Citizens can upload their own photos/videos | |
| | “Citizen for Communities”: We can create a link to publish for say a high-profile incident and direct the public to go there and share whatever they have. | \$ 1,430,910 |
| | 5-year total cost | \$ 1,905,713 |
| | 5-year cost billed annually: | \$ 381,142 |

COST SAVINGS

- **Hard costs calculated into Adjusted Cost:**
- SafeFleet refund- **\$235,378**
- Buyback of existing Tasers- **\$16,500**
- Cancel our existing photo evidence storage system- **\$5,000/year**
- Savings from purchase and maintenance of server storage- **\$50,000+/year**
- **Additional soft cost savings:**
 - Redaction software and file sharing capability will remove the need for a full time Legal Asst/Records Specialist that was going to be a forthcoming budget request- **\$93,377/year**

AXON ADJUSTED COST

| | |
|--|---------------------|
| One Time Savings: | |
| Total Axon Cost for 5-year service plan | \$ 1,905,713 |
| Coban Refund (one-time savings) | \$ (235,378) |
| Server storage & assoc costs | \$ (50,000) |
| Cancel Digi-On-Q | \$ (25,000) |
| 5-year adjusted cost | \$ 1,595,335 |
| 5-year adjusted cost billed annually: | \$ 319,067 |

SUMMARY

- We were early adopters of video; One of the first agencies to fully deploy ICV.
- At the time we deployed ICV, Axon didn't make ICV or many of the products included now.
- Coban/SafeFleet made sense since we already had everything except BWCs.
- Axon has a quality, end-to-end solution for all of our video needs.

RECOMMENDATION

- **Transition to Axon ICV, BWC, updated Tasers, and cloud storage for an annual cost of \$319,067.**