



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, JUNE 3, 2026

Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall Street – Bend  
(541) 388-6570 | [www.deschutes.org](http://www.deschutes.org)

#### REVISED AGENDA

**MEETING FORMAT:** In accordance with Oregon state law, this meeting is open to the public and can be accessed and attended in person or remotely, with the exception of any executive session.

Members of the public may view the meeting in real time via YouTube using this link: <http://bit.ly/3mmlnzy>. **To attend the meeting virtually via Zoom, see below.**

**Citizen Input:** The Board of Commissioners provides time during its public meetings for Citizen Input. Alternatively, comments may be submitted on any topic at any time by emailing or leaving a voice message at 541-385-1734.

When in-person comment from the public is allowed at the meeting, public comment will also be allowed via computer, phone or other virtual means.

**Zoom Meeting Information:** This meeting may be accessed via Zoom using a phone or computer.

- To join the meeting via Zoom from a computer, use this link: <https://bit.ly/4bXfL6g>.
- To join by phone, call 253-215-8782 and enter webinar ID # 160 497 4576.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press \*9 to indicate you would like to speak and \*6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.

**Time estimates:** *The times listed on agenda items are estimates only. Generally, items will be heard in sequential order and items, including public hearings, may be heard before or after their listed times.*

*Convening as the governing body of the Deschutes County 9-1-1 Service District*

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

## APPROVAL OF AGENDA

## CITIZEN INPUT

The Board of Commissioners provides time during its public meetings for Citizen Input. This is an opportunity for citizens to communicate to the Commissioners. Citizen Input is not available for matters that have closed records, are presently scheduled for a quasi-judicial public hearing, or are anticipated or likely to come before the Commissioners as a future quasi-judicial public hearing. Time is limited to 3 minutes.

The Citizen Input platform is not available for and may not be utilized to communicate obscene or defamatory material.

**Note:** *In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or you may leave a brief voicemail at 541.385.1734.*

## COMMISSIONER ANNOUNCEMENTS

## CONSENT AGENDA

- [1.](#) Authorization to grant a city utility easement to the City of Bend adjacent to the Courthouse Expansion project at NW Harriman Street
- [2.](#) Approve a request from ODOT for a Letter of Support for two Federal Lands Access Program projects
- [3.](#) Approval of a Notice of Intent to Award a contract for the Deschutes County Community Development Roof Top Units replacement project

## ACTION ITEMS

- [4.](#) **9:10 AM** Authorization for Body-Worn Camera, Taser, and Fleet Camera Procurement
- [5.](#) **9:35 AM** Public Hearing: Community Development Department Draft FY 2026-27 Work Plan

*Convening as the governing body of the Deschutes County 9-1-1 Service District*

- [6.](#) **10:00 AM** Amendment to L3Harris Managed Services contract for maintenance of emergency communications infrastructure

*Reconvening as the governing body for Deschutes County*

7. **10:10 AM** Upper Deschutes Watershed Council Annual Report
8. **10:40 AM** Review draft letter to Jericho Road concerning the requested lease of County-owned property in East Redmond for a homelessness services center

**ADDED ITEM** Discussion of FEMA Hazard Mitigation Grant for Fuels Reduction

**OTHER ITEMS**

*These can be any items not included on the agenda that the Commissioners wish to discuss as part of the meeting, pursuant to ORS 192.640.*

**EXECUTIVE SESSION**

*At any time during the meeting, an executive session could be called to address issues relating to ORS 192.660(2)(e), real property negotiations; ORS 192.660(2)(h), litigation; ORS 192.660(2)(d), labor negotiations; ORS 192.660(2)(b), personnel issues; or other executive session categories.*

*Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media.*

9. Executive Session under ORS 192.660 (2) (d) Labor Negotiations (note that the Board may temporarily convene as the governing body for Deschutes County or the 9-1-1 Service District)

**ADJOURN**



Deschutes County encourages persons with disabilities to participate in all programs and activities. This meeting/event is accessible. Accommodations including sign and other language interpreter services, assistive listening devices, materials in alternate formats such as Braille, large print, electronic formats, or language translations are available upon advance request at no cost. Please make a request at least 24 hours in advance of the meeting/event by calling Brenda Fritsvold at (541) 388-6572 or send an email to [brenda.fritsvold@deschutes.org](mailto:brenda.fritsvold@deschutes.org).



El condado de Deschutes anima a las personas con discapacidad a participar en todos los programas y actividades. Esta reunión/evento es accesible. Hay disponibles servicios de intérprete de lengua de señas y de otros idiomas, dispositivos de escucha asistida, materiales en formatos alternativos como braille, letra grande, formatos electrónicos, traducciones o cualquier otra adaptación, con solicitud previa y sin ningún costo. Haga su solicitud al menos 24 horas antes de la reunión/el evento llamando a Brenda Fritsvold al (541) 388-6572 o envíe un correo electrónico a [brenda.fritsvold@deschutes.org](mailto:brenda.fritsvold@deschutes.org).



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 3, 2026

**SUBJECT:** Authorization to grant a city utility easement to the City of Bend adjacent to the Courthouse Expansion project at NW Harriman Street

**RECOMMENDED MOTION:**

Move approval of Document No. 2026-0307 granting a city utility easement to the City of Bend.

**BACKGROUND AND POLICY IMPLICATIONS:**

The City of Bend is requiring a city utility easement to provide unimpeded access to the new vault, water meter and associated infrastructure located on County-owned property known as Map and Tax Lot 171232AC02700 associated with the Courthouse Expansion project.

The city utility easement would consist of +/- 40 square feet on County-owned property located adjacent to the Courthouse Expansion just north of NW Greenwood and west of NW Harriman Street.

**BUDGET IMPACTS:**

The Courthouse Expansion project budget will cover the cost of fees to record the easement.

**ATTENDANCE:**

Kristie Bollinger, Deschutes County Property Management  
Eric Nielsen, Deschutes County Capital Improvement Manager

After recording, please return to:  
City of Bend  
710 NW Wall Street  
Bend, OR 97703  
**Attn: Private Development Engineering**

# CITY UTILITY EASEMENT

Deschutes County, a political subdivision of the State of Oregon, (“Grantor”) owner of the property described in Exhibit A attached hereto (the “Property”), conveys and warrants the following City Utility Easement (“Easement”) to the City of Bend, an Oregon municipal corporation (“Grantee” or “City”), as described in Exhibit A and shown in Exhibit B.

This Easement is granted on the following terms and conditions:

1. The Easement shall be a perpetual right for the purpose of providing City water.
2. Grantee has the right to install, construct, inspect, operate, repair, and replace utility facilities, including the right to excavate and fill trenches, within the Easement, which right includes all necessary access to accomplish this work.
3. All improvements or obstructions including landscaping, fencing, driveways and any other form or type of improvement within the Easement areas are subject to disruption, alteration and/or removal with no cost to the City of Bend. The City reserves the right to charge as necessary for such costs.
4. Grantor shall not erect any structures on or within the Easement, but may use the surface of the Easement provided such use does not interfere with City’s use of the Easement.
5. Grantor shall not in any way interfere with the public use of the Easement. Grantor’s use of the Easement may not interfere with City’s construction, installation, operation and/or maintenance of its Easement.
6. The parties agree that there is sufficient consideration for the Easement.
7. Grantor warrants and represents that they have the right to grant this Easement.

City Utility Easement  
Deschutes County Courthouse Expansion  
PRINF202307708, PLSPR20230393  
PRDOC202602407  
Deschutes County  
PO BOX 6005  
BEND, OR 97708-6005

CITY OF BEND: CITY UTILITY EASEMENT  
Deschutes County Document No. 2026-0307

8. This Easement is binding on the Grantor and the Grantor’s heirs, successors, and assigns.

9. Grantor shall comply with all applicable provisions of the Bend Code.

10. All exhibits are incorporated into this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026

**Grantor:**

\_\_\_\_\_  
(Signature)

PHIL CHANG  
BOARD CHAIR, DESCHUTES COUNTY

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026,  
PHIL CHANG, Board Chair for DESCHUTES COUNTY COMMISSIONERS, and acknowledged the foregoing  
instrument to be his and DESCHUTES COUNTY COMMISSIONERS’ voluntary act and deed.

By: \_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission expires:

City Utility Easement  
Deschutes County Courthouse Expansion  
PRINF202307708, PLSPR20230393  
PRDOC202602407  
Deschutes County  
PO BOX 6005  
BEND, OR 97708-6005

CITY OF BEND: CITY UTILITY EASEMENT  
Deschutes County Document No. 2026-0307

**City of Bend**

**Accepted By:**

\_\_\_\_\_  
(Signature)

Benjamin T. Berry  
Private Development City Engineer

State of Oregon            )  
  )  
County of Deschutes        )

This instrument was acknowledged before me on \_\_\_\_\_, by  
Benjamin T. Berry as Private Development City Engineer of the City of Bend.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires \_\_\_\_\_

City Utility Easement  
Deschutes County Courthouse Expansion  
PRINF202307708, PLSPR20230393  
PRDOC202602407  
Deschutes County  
PO BOX 6005  
BEND, OR 97708-6005

CITY OF BEND: CITY UTILITY EASEMENT  
Deschutes County Document No. 2026-0307

**EXHIBIT A**  
**WATER EASEMENT**

A parcel of land, being a portion of Block 7, North Addition to Bend, situated in the Northeast Quarter (NE1/4) of Section 32, Township 17 South, Range 12 East, W.M., City of Bend, Deschutes County, Oregon, being more particularly described as follows:

**Commencing** at the southeast corner of said Block 7, lying on the north right of way line of NW Greenwood Avenue and the west right of way line of NW Harriman Street; thence along said west right of way line, 141.79 feet along the arc of a curve to the right with a radius of 242.60 feet, the chord of which bears North 16°41'58" East a distance of 139.78 feet to the **True Point of Beginning** of this description; thence leaving said west right of way line, North 50°51'14" West a distance of 4.12 feet; thence North 39°08'46" East a distance of 10.37 feet; thence South 50°51'14" East a distance of 3.31 feet to said west right of way line; thence along said west right of way line, 10.41 feet along the arc of a non-tangent curve to the left with a radius of 242.60 feet, the chord of which bears South 34°40'18" West a distance of 10.41 feet to the **True Point of Beginning**, the terminus of this description.

See attached map titled "EXHIBIT B", hereby incorporated by reference.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Aquila Reed 04/17/26*

OREGON  
MAY 10, 2022  
AQUILA REED  
93179

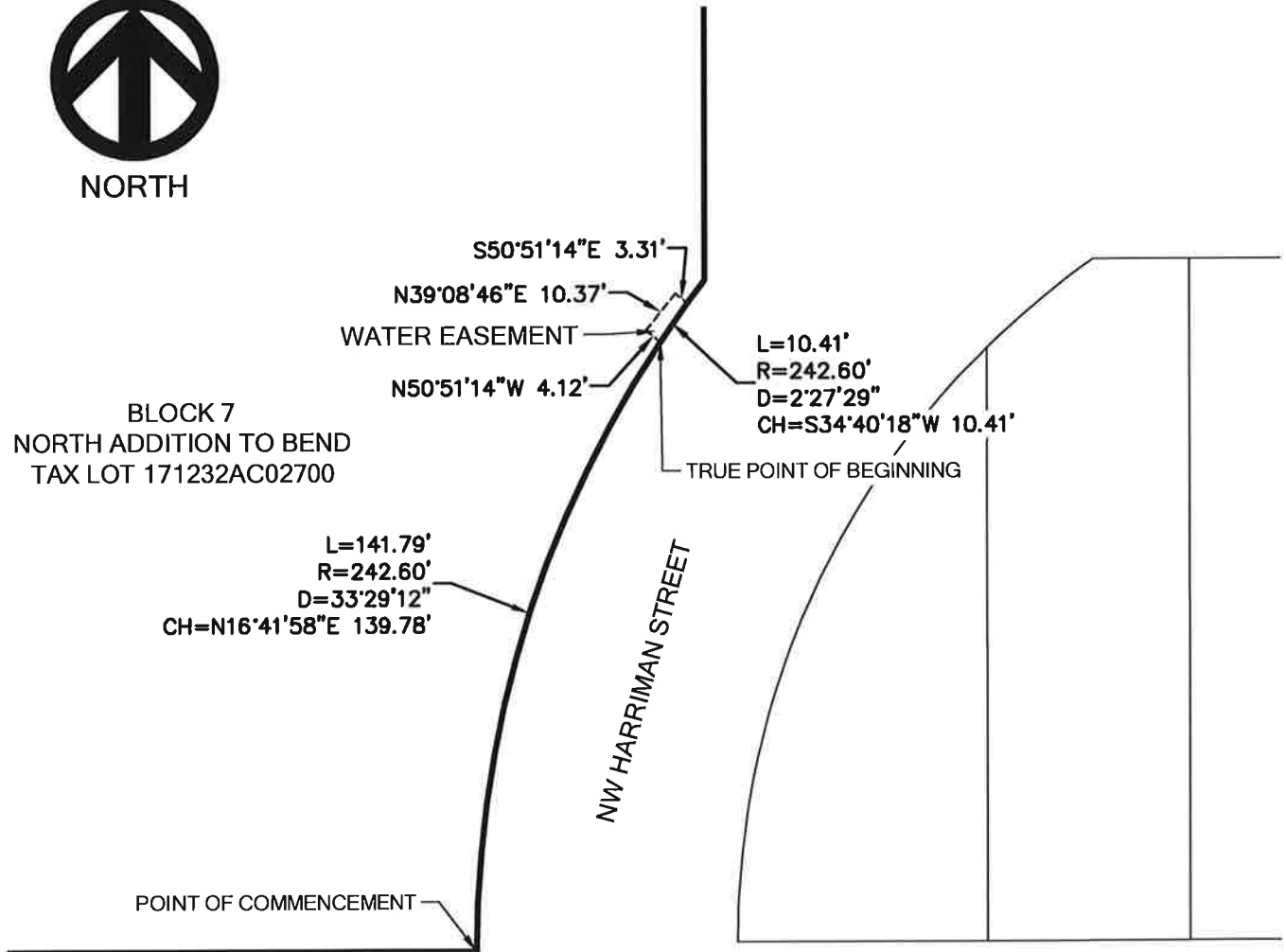
EXPIRES: 12/31/26

### EXHIBIT B

LOCATED IN THE NORTHEAST QUARTER (NE1/4)  
OF SECTION 32, TOWNSHIP 17 SOUTH, RANGE 12 EAST, W.M.,  
CITY OF BEND, DESCHUTES COUNTY, OREGON



BLOCK 7  
NORTH ADDITION TO BEND  
TAX LOT 171232AC02700



NW GREENWOOD AVENUE

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Aquila Reed 04/17/26*

OREGON  
MAY 10, 2022  
AQUILA REED  
93179

EXPIRES: 12/31/26

S: \Land Projects\220416-Deschutes Co Courthouse Expansion\dwg\220416-Easement.dwg Apr 17, 2026

<b>HWA</b> CIVIL ENGINEERING   SURVEYING   PLANNING	WATER EASEMENT		SHEET <b>1/1</b>
	DESCHUTES COUNTY COURTHOUSE		
	SCALE: 1" = 40'	DRAWN BY: AQR	DATE: 4/17/2026



BOARD OF COMMISSIONERS

AGENDA REQUEST AND STAFF REPORT

MEETING DATE: June 3, 2026

SUBJECT: Approve a request from ODOT for a Letter of Support for two Federal Lands Access Program projects

RECOMMENDED MOTION:

Move to approve a letter signed by the Board Chair supporting two Federal Lands Access Program projects proposed within Deschutes County.

BACKGROUND AND POLICY IMPLICATIONS:

The Oregon Department of Transportation has requested a letter from the BOCC supporting two Federal Lands Access Program projects proposed within Deschutes County. A draft letter is attached for Chair signature supporting the following projects:

- US 97: S Century Drive – USFS Boundary Phase II
• Knott Road Pedestrian Undercrossing

The Board provided a similar letter or support for ODOT's request in 2021.

The Federal Lands Access Program was established in 23 U.S.C. 204 to improve transportation facilities that provide access to, are adjacent to, or are located within Federal lands. FLAP supplements State and local resources for public roads, transit systems, and other transportation facilities, with an emphasis on high-use recreation sites and economic generators. Projects are selected by a Programming Decision Committee (PDC) established in each state.

The Federal Lands Access Program is funded via the Highway Trust Fund; Oregon's FLAP allocation is approximately \$35M annually.

BUDGET IMPACTS:

No budget impact to Deschutes County. The Road Department is submitting FLAP applications for six projects in the County system that will compete with these projects for funding; however, demonstrating support will not indicate prioritization of ODOT projects over County projects.

ATTENDANCE: Chris Doty, Road Department



BOARD OF COUNTY COMMISSIONERS

June 3, 2026

Western Federal Lands Highway Division  
610 E. Fifth Street  
Vancouver, WA 98661

**RE: Letter of Support for US 97: S Century Drive – USFS Boundary Phase II and Knott Road Pedestrian Undercrossing Improvements**

To Whom It May Concern:

Deschutes County is pleased to submit this letter in support of two ODOT proposals for Federal Lands Access Program (FLAP) funding:

- US 97: S Century Drive – USFS Boundary Phase II
- Knott Road Pedestrian Undercrossing

The proposed projects are located along US 97, the primary commuter route for many residents of Deschutes County and key travel corridor for visitors to the area. South of Sunriver, the existing two-lane section of US 97 provides limited passing opportunities which lead to lengthy queues that sometimes result in drivers making passing maneuvers at high speeds with limited sight distance. Completion of the final three miles of the US 97: S Century Drive – USFS Boundary will add needed capacity to the highway and improve safety for all users.

The Knott Road Pedestrian Undercrossing will support safe access and operation of the FLAP funded US 97 Multi-Use Trail Project and significantly improve bicycle and pedestrian access to the Deschutes National Forest. The project will provide safe connection to a future park district trail and undercrossing of a busy, high speed county arterial roadway, east of the Baker Road Interchange.

These projects will contribute to the creation of a more efficient, safe and reliable transportation system on US 97. As overall demand continues to increase on US 97 and the Deschutes National Forest, these improvements are critical to ensure the economic viability of the services and amenities the forest offers for central Oregon communities.

*Deschutes County* is pleased to support these projects and urge your consideration of their applications.

Sincerely,

*Phil Chang, Chair  
Deschutes County Board of County Commissioners*



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 3, 2026

SUBJECT: Approval of a Notice of Intent to Award a contract for the Deschutes County Community Development Roof Top Units replacement project

RECOMMENDED MOTION:

Move approval of Board Chair signature of Document No. 2026-0419, a Notice of Intent to Award a contract for the Deschutes County Community Development Roof Top Units replacement project.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Facilities Department prepared bid solicitation documents for the Community Development Roof Top Units (RTU) replacement project. The project scope includes the removal and replacement of eight (8) RTUs at the Community Development Building which have reached the end of their serviceable life. The project was advertised in the Daily Journal of Commerce and posted on the Deschutes County website on April 29, 2026 through May 01, 2026. The Department reviewed the bids on May 27, 2026.

Seven (7) HVAC contractors attended the mandatory pre-bid site visit. Six bids were submitted, each of which was determined to be responsive. The bidders and bid amount are:

<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>
Temp-Rite Mechanical LLC	\$367,286.00
Cascade Heating & Specialties Inc.	\$372,862.00
Apollo Mechanical Contractors	\$408,735.00
Bend Heating and Sheetmetal	\$472,310.00
Copper Mechanical LLC	\$459,000.00
Apex Mechanical LLC	\$510,000.00

This action issues a Notice of Intent to Award the contract to the apparent low bidder, Temp-Rite Mechanical LLC., and allows seven days for concerned parties to protest the award. If there is no protest within the seven-day period, the contract will be awarded to the apparent low bidder.

**BUDGET IMPACTS:**

The project cost has been identified as part of the FY 2026 Facilities Department capital maintenance plan.

**ATTENDANCE:**

Brent Harding, Facilities Project Coordinator  
Lee Randall, Director



## BOARD OF COUNTY COMMISSIONERS

June 03, 2026

**Sent via electronic mail & first class mail**

Temp-Rite Mechanical LLC.  
Attn: Nick Harring  
460 NE Hemlock Ave. Suite A  
Redmond, OR. 97756  
[nick@tempritemechanical.com](mailto:nick@tempritemechanical.com)

RE: Contract for Deschutes County – Community Development Building RTU  
Replacement Project

**NOTICE OF INTENT TO AWARD CONTRACT**

On June 03, 2026, the Board of County Commissioners of Deschutes County, Oregon, considered bids for the above-referenced project. The Board of County Commissioners determined that the successful proposer for the project was Temp-Rite Mechanical LLC.

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279C.375. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon at Deschutes Services Building, 1300 NW Wall Street, Bend Oregon, 97703.

**The seven (7) calendar day protest period will expire at 5:00 PM on Wednesday, June 10, 2026.**

Any protest must be in writing and specify any grounds upon which the protest is based. Please refer to Oregon Administrative Rules (OAR) 137-049-0450. If a protest is filed within the protest period, a hearing will be held at a regularly scheduled business meeting of the Board of County Commissioners of Deschutes County, Oregon, acting as the Contract Review Board, in the Deschutes Services Building, 1300

NW Wall Street, Bend, Oregon 97703 within two (2) weeks of the end of the protest period.

If no protest is filed within the protest period, this Notice of Intent to Award Contract becomes an Award of Contract without further action by the County unless the Board of County Commissioners, for good cause, rescinds this Notice before the expiration of the protest period.

If you have any questions regarding this Notice of Intent to Award Contract or the procedures under which the County is proceeding, please contact Deschutes County Legal Counsel: telephone (541) 388-6625, Fax (541) 383-0496; or email to [david.doyle@deschutes.org](mailto:david.doyle@deschutes.org).

Be advised that if no protest is received within the stated time period, the County is authorized to process the contract administratively.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
DESCHUTES COUNTY, OREGON

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Commissioner Phil Chang, Chair

Enclosure:  
OAR 137-047-0610

Cc w/ enclosure

**Apollo Mechanical**  
62888 NE Oxford Ct.  
Bend, OR. 97701  
[travis.sanders@apollomech.com](mailto:travis.sanders@apollomech.com)

**Cascade Heating and Specialties Inc.**  
1507 NE 1<sup>st</sup>. Street  
Bend, OR. 97701  
[seth@cascadeheat.com](mailto:seth@cascadeheat.com)

**Bend Heating and Sheetmetal Inc.**  
61540 American Ln.  
Bend, OR. 97702  
[mikes@bendheating.com](mailto:mikes@bendheating.com)

**Copper Mechanical LLC.**  
6024 N 10th Street  
Ridgefield WA. 98642  
[matt@coppermechanical.com](mailto:matt@coppermechanical.com)

**Apex Mechanical LLC.**  
1507 SE Eaton Blvd.  
Battle Ground, WA. 98604  
[estimating@apexmechanical.org](mailto:estimating@apexmechanical.org)

**OAR 137-049-0450**

Protest of Contractor Selection, Contract Award

(3) Notice of Intent to Award. The Contracting Agency shall provide Written notice to all Offerors of the Contracting Agency's intent to Award the Contract, as provided by OAR 137-049-0395 (Notice of Intent to Award).

(4) Right to Protest Award.

(a) An adversely affected or aggrieved Offeror may submit to the Contracting Agency a Written protest of the Contracting Agency's intent to Award within seven Days after issuance of the notice of intent to Award the Contract, unless a different protest period is provided under the Solicitation Document.

(b) The Offeror's protest must be in Writing and must specify the grounds upon which the protest is based.

(c) An Offeror is adversely affected or aggrieved only if the Offeror is eligible for Award of the Contract as the Responsible Bidder submitting the lowest Responsive Bid or the Responsible Proposer submitting the best Responsive Proposal and is next in line for Award, i.e., the protesting Offeror must claim that all lower Bidders or higher-scored Proposers are ineligible for Award:

(A) Because their Offers were nonresponsive; or

(B) The Contracting Agency committed a substantial violation of a provision in the Solicitation Document or of an applicable Procurement statute or administrative rule, and the protesting Offeror was unfairly evaluated and would have, but for such substantial violation, been the Responsible Bidder offering the lowest Bid or the Responsible Proposer offering the highest-ranked Proposal.

(d) The Contracting Agency shall not consider a protest submitted after the time period established in this rule or such different period as may be provided in the Solicitation Document. A Proposer may not protest a Contracting Agency's decision not to increase the size of the Competitive Range above the size of the Competitive Range set forth in the RFP.

**Statutory/Other Authority:** ORS 279A.065 & 279B.135

**Statutes/Other Implemented:** ORS 279B.135



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 3, 2026

SUBJECT: Authorization for Body-Worn Camera, Taser, and Fleet Camera Procurement

RECOMMENDED MOTION:

Move approval of Contract No. 2026-0327, an agreement between Axon and Deschutes County Sheriff's Office to procure body-worn cameras, tasers, and fleet cameras.

BACKGROUND AND POLICY IMPLICATIONS:

In 2021, the Deschutes County Sheriff's Office, in part due to legislative requirements, evaluated and contracted with a body and car camera vendor to outfit its patrol division. This was DCSO's first body and car camera systems for incident recording, evidentiary collection, and post incident analysis. This system has reached its intended end of life. Body and dash cameras are no longer running on the latest hardware versions, and functional gaps have been identified when comparing to other vendor offerings. DCSO was also subject to an internal audit last year which identified operational, regulatory, and policy improvements which cannot be met by the current vendor.

The new vendor, Axon, will address the shortcomings of the current system and provide significant operational improvement and efficiency for the department. Axon is a technical innovator and market leader in the sector of body camera technology and digital evidence management. This purchase will allow DCSO to update its camera technology deployment to current industry standard and will put it on a pathway to continued efficiency and improvement as the technology evolves.

BUDGET IMPACTS:

The total cost of the project is \$2,412,669. The first year (of the five-year contract) amounts to \$482,534 and is built into the FY27 DCSO Budget.

The Commissioners will recall that DCSO submitted a request for federal grant funding through Community Project Funding (CPF) for this procurement. The outcome of those grant awards should be known in July.

ATTENDANCE:

- Mike Sundberg, Captain, Deschutes County Sheriff's Office
Jay Minton, Lieutenant, Deschutes County Sheriff's Office
Jeff Price, Business Officer, Deschutes County Sheriff's Office
Jon Spring, IT Manager, Deschutes County Sheriff's Office
Zachary Neemann, Information Security Manager



**INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT**

**Sourcewell Contract #101223-AXN**

**Deschutes County Document No. 2026- 0327**

This agreement (“the Agreement”) is between Deschutes County, a political subdivision of the State of Oregon acting by and through the Deschutes County Sheriff’s Office (OR) (“Agency”) and Axon Enterprise, Inc. (“Axon”). Collectively, Agency and Axon are the “Parties.” The effective date of this Contract shall be the date on which each party has signed this Contract. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when Agency accepts Axon’s completed performance, or on September 1, 2031, whichever date occurs first. Contract termination shall not extinguish or prejudice Agency’s right to enforce this Contract with respect to any default by Axon that has not been cured.

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

WHEREAS, Axon is a party to Contract No. 101223-AXN with Sourcewell dated February 6, 2024, related to “Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories” (the “Sourcewell Contract”), which is incorporated herein by reference; and

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

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

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

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

- 1. The Parties intend to utilize the Sourcewell Contract for the goods and services detailed in the Quote attached hereto as Exhibit A and incorporated herein by reference (the “Quote”).
- 2. In the event the term of the subscriptions specified on the Quote extends past the termination or expiration of the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement or the Sourcewell Contract.

This Agreement (2026-0327) and the Master Services Agreement (MSA), together with Sourcewell Contract #101223-AXN, constitute the entire agreement between the Parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the Parties are merged into and made a part of this Agreement. The parties have agreed to the modification of the MSA, which is attached and incorporated as Exhibit B.

In the event of a conflict between two or more documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement (2026-0327) with attached Exhibits A and B, the Sourcewell Contract #101223-AXN, and the MSA.

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

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

**Axon Enterprise, Inc.**

**Deschutes County Sheriff's Office (OR)**

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

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

Name: Ty Rupert

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

Title: Sheriff

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

Date: 5/18/26

**Deschutes County**

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2026

\_\_\_\_\_  
PHIL CHANG, Chair, County Commissioner

\_\_\_\_\_  
ANTHONY DeBONE, Vice Chair, County Commissioner

\_\_\_\_\_  
PATTI ADAIR, County Commissioner

**Exhibit A**

**[See attached Quote]**

**EXHIBIT A**

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

Q-801594-46136.JK

Issued: 04/24/2025

Quote Expiration: 06/26/2026

Estimated Contract Start Date: 07/01/2025

Account Number: 165541

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00



SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Deschutes County Sheriff's Office - OR 63333 Highway 20 Bend, OR 97703-4587 USA	Deschutes County Sheriff's Office - OR 63333 Highway 20 Bend OR 97703-4587 USA Email:	Jared Klajnbart Phone: (757) 869-2811 Email: jklajnbart@axon.com Fax:	Jonathan Spring Phone: 541-617-3308 Email: jonathan.spring@deschutes.org Fax: (541) 312-1934

**Quote Summary**

Program Length	62.4667 Months	Average Savings Per Year	\$168,409.91
<b>TOTAL COST</b>	<b>\$2,412,669.90</b>	<b>TOTAL SAVINGS</b>	<b>\$876,667.59</b>
<b>ESTIMATED TOTAL W/ TAX</b>			

**Discount Summary**

**EXHIBIT A**

**Payment Summary**

Date	Subtotal	Tax	Total
Sep 2026	\$482,533.98	\$0.00	\$482,533.98
Sep 2027	\$482,533.98	\$0.00	\$482,533.98
Sep 2028	\$482,533.98	\$0.00	\$482,533.98
Sep 2029	\$482,533.98	\$0.00	\$482,533.98
Sep 2030	\$482,533.98	\$0.00	\$482,533.98
<b>Total</b>	<b>\$2,412,669.90</b>	<b>\$0.00</b>	<b>\$2,412,669.90</b>

Q-801594-46136.JK

Exhibit A  
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**EXHIBIT A**

Quote Unbundled Price: \$3,165,248.38  
 Quote List Price: \$3,238,481.38  
 Quote Subtotal: \$2,412,669.90

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	(\$13,341.77)	(\$13,341.77)	\$0.00	(\$13,341.77)
C00032	TASER 10 CERTIFICATION STANDARD PLAN	90	60		\$90.99	\$90.99	\$491,346.00	\$0.00	\$491,346.00
Fleet3B	Fleet 3 Basic	100	60	\$112.76	\$110.40	\$110.40	\$662,400.00	\$0.00	\$662,400.00
HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	105	60		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BWCUwTAP	BWC Unlimited with TAP	105	60	\$115.94	\$102.91	\$90.03	\$567,189.00	\$0.00	\$567,189.00
<b>A la Carte Hardware</b>									
H00002	AB4 Multi Bay Dock Bundle	5			\$1,638.90	\$1,638.90	\$8,194.50	\$0.00	\$8,194.50
T7Dock	T7 Dock	3	60		\$735.80	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Software</b>									
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	4	60		\$10.85	\$0.00	\$0.00	\$0.00	\$0.00
100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	3	62		\$75.00	\$0.00	\$0.00	\$0.00	\$0.00
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	900	2		\$0.75	\$0.00	\$0.00	\$0.00	\$0.00
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	122	2		\$30.00	\$0.00	\$0.00	\$0.00	\$0.00
73840	AXON EVIDENCE - ECOM LICENSE - BASIC	104	2		\$15.00	\$0.00	\$0.00	\$0.00	\$0.00
73746	AXON EVIDENCE - ECOM LICENSE - PRO	36	2		\$45.00	\$0.00	\$0.00	\$0.00	\$0.00
102610	AXON COMMUNITY LINK	140	2		\$15.00	\$0.00	\$0.00	\$0.00	\$0.00
12024	AXON AIR - DRONESENSE MOBILE STREAMING (1200 HOURS)	12	62		\$200.00	\$77.94	\$57,990.00	\$0.00	\$57,990.00
73739	AXON PERFORMANCE - LICENSE	105	60		\$10.85	\$10.85	\$68,355.00	\$0.00	\$68,355.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	105	60		\$10.85	\$10.85	\$68,355.00	\$0.00	\$68,355.00
102610	AXON COMMUNITY LINK	105	60		\$16.27	\$11.00	\$69,300.00	\$0.00	\$69,300.00
100579	AXON AIR - DRONESENSE UAS (CLASS 1)	12	62		\$141.67	\$142.81	\$106,252.44	\$0.00	\$106,252.44
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	105	60		\$27.12	\$21.00	\$132,300.00	\$0.00	\$132,300.00
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	105	60		\$32.76	\$30.47	\$191,943.15	\$0.00	\$191,943.15
ProLicense	Pro License Bundle	15	60		\$48.82	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Services</b>									
100105	COMMUNITY LINK/PRO PSO SETUP	1			\$3,600.00	\$0.00	\$0.00	\$0.00	\$0.00
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1			\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
102604	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (2-DAY)	1			\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00
80190	AXON EVIDENCE - CHANNEL SERVICES	2			\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00
12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
102526	PSO 1-DAY ONSITE TRAINING	2			\$8,000.00	\$1,193.29	\$2,386.58	\$0.00	\$2,386.58
<b>Total</b>							<b>\$2,412,669.90</b>	<b>\$0.00</b>	<b>\$2,412,669.90</b>

**EXHIBIT A**

**Delivery Schedule**

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	105	1	08/15/2026
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	08/15/2026
AB4 CONNECTED HARDWARE BUNDLE	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	116	1	08/15/2026
AB4 CONNECTED HARDWARE BUNDLE	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	116	1	08/15/2026
AB4 CONNECTED HARDWARE BUNDLE	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	116	1	08/15/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	5	1	08/15/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	1	08/15/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	1	08/15/2026
Fleet 3 Basic	70112	AXON SIGNAL - VEHICLE	100	1	08/15/2026
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	1	08/15/2026
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	100	1	08/15/2026
T7 Dock	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	08/15/2026
T7 Dock	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3	1	08/15/2026
T7 Dock	74201	AXON TASER - DOCK - SINGLE BAY PLUS CORE	3	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100122	AXON VR - HEADSET - BATTERY	1	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100126	AXON VR - TACTICAL BAG	4	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	90	2	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	2	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100399	AXON TASER 10 - CARTRIDGE - LIVE	1350	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	630	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100591	AXON TASER - CLEANING KIT	1	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	90	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100748	AXON VR - CONTROLLER - TASER 10	4	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100754	AXON VR - HEADSET - BATTERY CHARGING DOCK	4	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	3	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	9	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101751	AXON VR - HEADSET - HTC FOCUS VISION	4	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	90	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	3	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	30	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	90	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	9	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	08/15/2026

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**Exhibit A**  
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**EXHIBIT A**

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION STANDARD PLAN	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 7.5 IN	2	1	08/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	450	1	08/15/2027
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	450	1	08/15/2028
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	108	1	02/15/2029
TASER 10 CERTIFICATION STANDARD PLAN	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	5	1	02/15/2029
TASER 10 CERTIFICATION STANDARD PLAN	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	4	1	02/15/2029
TASER 10 CERTIFICATION STANDARD PLAN	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	1	02/15/2029
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	450	1	08/15/2029
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	450	1	08/15/2030

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	12	07/01/2026	09/14/2031
A la Carte	100563	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	3	07/01/2026	09/14/2031
A la Carte	102610	AXON COMMUNITY LINK	140	07/01/2026	09/14/2026
A la Carte	12024	AXON AIR - DRONESENSE MOBILE STREAMING (1200 HOURS)	12	07/01/2026	09/14/2031
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	900	07/01/2026	09/14/2026
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	122	07/01/2026	09/14/2026
A la Carte	73746	AXON EVIDENCE - ECOM LICENSE - PRO	36	07/01/2026	09/14/2026
A la Carte	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	104	07/01/2026	09/14/2026
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	105	09/15/2026	09/14/2031
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	105	09/15/2026	09/14/2031
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	100	09/15/2026	09/14/2031
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	200	09/15/2026	09/14/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	45	09/15/2026	09/14/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	15	09/15/2026	09/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	101180	AXON TASER - DATA SCIENCE PROGRAM	90	09/15/2026	09/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	101703	AXON VR - USER ACCESS - TASER SKILLS	90	09/15/2026	09/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	90	09/15/2026	09/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	1	09/15/2026	09/14/2031
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	105	09/15/2026	09/14/2031
A la Carte	102610	AXON COMMUNITY LINK	105	09/15/2026	09/14/2031
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	4	09/15/2026	09/14/2031
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	105	09/15/2026	09/14/2031
A la Carte	73739	AXON PERFORMANCE - LICENSE	105	09/15/2026	09/14/2031
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	105	09/15/2026	09/14/2031

**Services**

Bundle	Item	Description	QTY
TASER 10 CERTIFICATION STANDARD PLAN	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	90
TASER 10 CERTIFICATION STANDARD PLAN	101193	AXON TASER - ON DEMAND CERTIFICATION	90
A la Carte	100105	COMMUNITY LINK/PRO PSO SETUP	1
A la Carte	102526	PSO 1-DAY ONSITE TRAINING	2
A la Carte	102604	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (2-DAY)	1
A la Carte	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
A la Carte	79989	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
A la Carte	80190	AXON EVIDENCE - CHANNEL SERVICES	2

**EXHIBIT A**

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	105	08/15/2027	09/14/2031
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	3	08/15/2027	09/14/2031
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	5	08/15/2027	09/14/2031
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	100	08/15/2027	09/14/2031
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	3	08/15/2027	09/14/2031
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	100	08/15/2027	09/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	100197	AXON VR - EXT WARRANTY - HEADSET	4	08/15/2027	09/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	08/15/2027	09/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	90	08/15/2027	09/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	4	08/15/2027	09/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	9	08/15/2027	09/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	90	08/15/2027	09/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	08/15/2027	09/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	08/15/2027	09/14/2031

**EXHIBIT A**

**Shipping Locations**

Location Number	Street	City	State	Zip	Country
1	63333 Highway 20	Bend	OR	97703-4587	USA
2	63333 Highway 20	Bend	OR	97703-4587	USA

**Payment Details**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	102610	AXON COMMUNITY LINK	140	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	900	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	122	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73746	AXON EVIDENCE - ECOM LICENSE - PRO	36	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	104	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$13,341.77)	\$0.00	(\$13,341.77)
Year 1	100105	COMMUNITY LINK/PRO PSO SETUP	1	\$0.00	\$0.00	\$0.00
Year 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	105	\$38,564.13	\$0.00	\$38,564.13
Year 1	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	12	\$21,347.64	\$0.00	\$21,347.64
Year 1	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	3	\$0.00	\$0.00	\$0.00
Year 1	102526	PSO 1-DAY ONSITE TRAINING	2	\$2,386.58	\$0.00	\$2,386.58
Year 1	102604	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (2-DAY)	1	\$0.00	\$0.00	\$0.00
Year 1	102610	AXON COMMUNITY LINK	105	\$13,923.36	\$0.00	\$13,923.36
Year 1	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$0.00	\$0.00	\$0.00
Year 1	12024	AXON AIR - DRONESENSE MOBILE STREAMING (1200 HOURS)	12	\$11,651.02	\$0.00	\$11,651.02
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	4	\$0.00	\$0.00	\$0.00
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	105	\$13,733.50	\$0.00	\$13,733.50
Year 1	73739	AXON PERFORMANCE - LICENSE	105	\$13,733.50	\$0.00	\$13,733.50
Year 1	79989	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING PERFORMANCE	1	\$0.00	\$0.00	\$0.00
Year 1	80190	AXON EVIDENCE - CHANNEL SERVICES	2	\$0.00	\$0.00	\$0.00
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	105	\$26,580.97	\$0.00	\$26,580.97
Year 1	BWCUJWAP	BWC Unlimited with TAP	105	\$113,956.45	\$0.00	\$113,956.45
Year 1	C00032	TASER 10 CERTIFICATION STANDARD PLAN	90	\$98,718.44	\$0.00	\$98,718.44
Year 1	Fleet3B	Fleet 3 Basic	100	\$133,085.66	\$0.00	\$133,085.66
Year 1	H00002	AB4 Multi Bay Dock Bundle	5	\$8,194.50	\$0.00	\$8,194.50
Year 1	HWCNABA	AB4 CONNECTED HARDWARE BUNDLE	105	\$0.00	\$0.00	\$0.00
Year 1	ProLicense	Pro License Bundle	15	\$0.00	\$0.00	\$0.00
Year 1	T7Dock	T7 Dock	3	\$0.00	\$0.00	\$0.00
Year 1	C00032	TASER 10 CERTIFICATION STANDARD PLAN	90	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment				<b>\$482,533.98</b>	<b>\$0.00</b>	<b>\$482,533.98</b>

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	105	\$38,344.75	\$0.00	\$38,344.75
Year 2	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	12	\$21,226.20	\$0.00	\$21,226.20

**EXHIBIT A**

**Sep 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100563	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	3	\$0.00	\$0.00	\$0.00
Year 2	102610	AXON COMMUNITY LINK	105	\$13,844.16	\$0.00	\$13,844.16
Year 2	12024	AXON AIR - DRONESENSE MOBILE STREAMING (1200 HOURS)	12	\$11,584.74	\$0.00	\$11,584.74
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	4	\$0.00	\$0.00	\$0.00
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	105	\$13,655.37	\$0.00	\$13,655.37
Year 2	73739	AXON PERFORMANCE - LICENSE	105	\$13,655.37	\$0.00	\$13,655.37
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	105	\$26,429.76	\$0.00	\$26,429.76
Year 2	BWCUwTAP	BWC Unlimited with TAP	105	\$113,308.16	\$0.00	\$113,308.16
Year 2	C00032	TASER 10 CERTIFICATION STANDARD PLAN	90	\$98,156.89	\$0.00	\$98,156.89
Year 2	Fleet3B	Fleet 3 Basic	100	\$132,328.58	\$0.00	\$132,328.58
Year 2	ProLicense	Pro License Bundle	15	\$0.00	\$0.00	\$0.00
Year 2	T7Dock	T7 Dock	3	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$482,533.98</b>	<b>\$0.00</b>	<b>\$482,533.98</b>

**Sep 2028**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	105	\$38,344.75	\$0.00	\$38,344.75
Year 3	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	12	\$21,226.20	\$0.00	\$21,226.20
Year 3	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	3	\$0.00	\$0.00	\$0.00
Year 3	102610	AXON COMMUNITY LINK	105	\$13,844.16	\$0.00	\$13,844.16
Year 3	12024	AXON AIR - DRONESENSE MOBILE STREAMING (1200 HOURS)	12	\$11,584.74	\$0.00	\$11,584.74
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	4	\$0.00	\$0.00	\$0.00
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	105	\$13,655.37	\$0.00	\$13,655.37
Year 3	73739	AXON PERFORMANCE - LICENSE	105	\$13,655.37	\$0.00	\$13,655.37
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	105	\$26,429.76	\$0.00	\$26,429.76
Year 3	BWCUwTAP	BWC Unlimited with TAP	105	\$113,308.16	\$0.00	\$113,308.16
Year 3	C00032	TASER 10 CERTIFICATION STANDARD PLAN	90	\$98,156.89	\$0.00	\$98,156.89
Year 3	Fleet3B	Fleet 3 Basic	100	\$132,328.58	\$0.00	\$132,328.58
Year 3	ProLicense	Pro License Bundle	15	\$0.00	\$0.00	\$0.00
Year 3	T7Dock	T7 Dock	3	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$482,533.98</b>	<b>\$0.00</b>	<b>\$482,533.98</b>

**Sep 2029**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	105	\$38,344.75	\$0.00	\$38,344.75
Year 4	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	12	\$21,226.20	\$0.00	\$21,226.20
Year 4	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	3	\$0.00	\$0.00	\$0.00
Year 4	102610	AXON COMMUNITY LINK	105	\$13,844.16	\$0.00	\$13,844.16
Year 4	12024	AXON AIR - DRONESENSE MOBILE STREAMING (1200 HOURS)	12	\$11,584.74	\$0.00	\$11,584.74
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	4	\$0.00	\$0.00	\$0.00
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	105	\$13,655.37	\$0.00	\$13,655.37
Year 4	73739	AXON PERFORMANCE - LICENSE	105	\$13,655.37	\$0.00	\$13,655.37
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	105	\$26,429.76	\$0.00	\$26,429.76
Year 4	BWCUwTAP	BWC Unlimited with TAP	105	\$113,308.16	\$0.00	\$113,308.16
Year 4	C00032	TASER 10 CERTIFICATION STANDARD PLAN	90	\$98,156.89	\$0.00	\$98,156.89
Year 4	Fleet3B	Fleet 3 Basic	100	\$132,328.58	\$0.00	\$132,328.58
Year 4	ProLicense	Pro License Bundle	15	\$0.00	\$0.00	\$0.00
Year 4	T7Dock	T7 Dock	3	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$482,533.98</b>	<b>\$0.00</b>	<b>\$482,533.98</b>

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Exhibit A  
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**EXHIBIT A**

Sep 2030 Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	105	\$38,344.75	\$0.00	\$38,344.75
Year 5	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	12	\$21,226.20	\$0.00	\$21,226.20
Year 5	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	3	\$0.00	\$0.00	\$0.00
Year 5	102610	AXON COMMUNITY LINK	105	\$13,844.16	\$0.00	\$13,844.16
Year 5	12024	AXON AIR - DRONESENSE MOBILE STREAMING (1200 HOURS)	12	\$11,584.74	\$0.00	\$11,584.74
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	4	\$0.00	\$0.00	\$0.00
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	105	\$13,655.37	\$0.00	\$13,655.37
Year 5	73739	AXON PERFORMANCE - LICENSE	105	\$13,655.37	\$0.00	\$13,655.37
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	105	\$26,429.76	\$0.00	\$26,429.76
Year 5	BWCUW/TAP	BWC Unlimited with TAP	105	\$113,308.16	\$0.00	\$113,308.16
Year 5	C00032	TASER 10 CERTIFICATION STANDARD PLAN	90	\$98,156.89	\$0.00	\$98,156.89
Year 5	Fleet3B	Fleet 3 Basic	100	\$132,328.58	\$0.00	\$132,328.58
Year 5	Pro.License	Pro License Bundle	15	\$0.00	\$0.00	\$0.00
Year 5	T7Dock	T7 Dock	3	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$482,533.98</b>	<b>\$0.00</b>	<b>\$482,533.98</b>

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**EXHIBIT A**

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

Contract Sourcwell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement.

**EXHIBIT A**

**Exceptions to Standard Terms and Conditions**

Q-689376.

Agency is terminating those contracts effective 7/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of -\$13,341.77

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Outstanding Invoice - INUS399501 - 11/25/2025 - \$12,500.00

Axon is applying a one-time loyalty discount of \$15,960 to this agreement and well as covering the entire TRANSFER BALANCE - SOFTWARE AND SERVICES amount of \$9,949.37

**Rewrite Estimates**

**Estimated Amounts and Contract Terminations.** Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

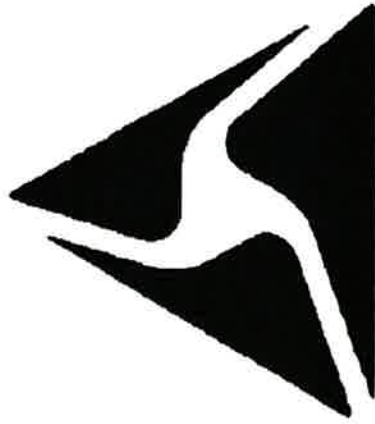
**Refresh Shipment Timing**

**Technology Assurance Plan (TAP) Refresh Prior to Renewal.** For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

**Shipment Timing**

**Shipment Variance.** Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

**EXHIBIT A**



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**Exhibit A**  
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**Exhibit B**

**[See attached modifications to MSA]**

## EXHIBIT B to 2026-0327

Changes for Master Services and Purchasing Agreement (MSA).2. Term

2.2 Upon completion of the Subscription Term, any renewal will be by written agreement signed by both parties. the Subscription Term will automatically renew for an additional 5-year term ("Renewal Term"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

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 Agency's receipt. ~~upon Axon's delivery to the common carrier.~~ Agency is responsible for any shipping charges in the Quote.

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

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

14. Indemnity and Hold Harmless.

14.1 To the fullest extent authorized by law Axon shall defend, save, hold harmless and indemnify the Agency and its current and former officers, departments, employees and agents from and against any and all third-party claims, suits, actions, losses, damages, liabilities costs and expenses of any nature, and by whomever brought, resulting from, arising out of or relating to the negligent activities of Axon or its current or former officers, employees, contractors, or agents.

14.2 Axon shall have control of the defense and settlement of any claim that is subject to subparagraph 15.1 of this paragraph; however neither Axon nor any attorney engaged by Axon shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the Agency or any of its departments or agencies without first receiving from the Agency's Legal Counsel, in a form and manner determined appropriate by the Agency's Legal Counsel, authority to act as legal counsel for the Agency, nor shall Axon settle any claim on behalf of the Agency without the approval of the Agency's Legal Counsel.

**18.12 Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices ~~not attached herein~~ for the products and services purchased attached herein, ~~which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions,~~ Quote 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.

**Axon Cloud Services Terms of Use Appendix  
2025 version attached with modifications below**

**6. Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, attached and incorporated herein, 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 Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and enforce this Agreement or policies governing the use of Axon products.

**12. Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla-~~attached and incorporated herein.~~

**Axon Customer Experience Improvement Program Appendix  
DCSO opts out of both Tier 1 and Tier 2. (line out entire Appendix)**

## AXON CLOUD SERVICES PRIVACY NOTICE

Last Updated: September 26, 2025

This Axon Cloud Services Privacy Notice (“**Notice**”) applies only to the information that Axon Enterprise, Inc. and its other legal entities (“**Axon**” “**we**”, “**us**”, “**our**”) collect from Customers and their users (collectively, “**Customer**” “**you**” and “**your**”) and provide to Axon in connection with Customer’s use of Axon Cloud Services (as defined below). Axon’s marketing sites and other public websites are governed by the [Axon Global Privacy Notice](#).

Unless otherwise provided in this Notice, this Notice is subject to the terms of the Master Services Purchasing Agreement, or other similar agreement, if any, between Axon and Customer (“**Agreement**”). A concept or principle covered in this Notice shall apply and be incorporated into all other provisions of the Agreement in which the concept or principle is also applicable, notwithstanding the absence of any specific cross-reference thereto. All capitalized terms referenced, but not defined, in this Notice shall have the meanings assigned to them in the Agreement.

**By using Axon Cloud Services, Customer acknowledges that Customer has read and understands this Notice.** Axon may occasionally update this Notice. When Axon posts changes, Axon will revise the "last updated" date at the top of this page. Customer’s continued use of Axon Cloud Services will signify Customer’s acknowledgement, and to the extent allowed by law agreement to and acceptance of any such changes.

### Definitions

· “**Axon Cloud Services**” means Axon’s web services hosted on evidence.com including Axon Evidence and other related offerings, including, without limitation, interactions between Axon Cloud Services and Axon Products (as defined below).

· “**Axon Products**” means:

- (1) Axon Cloud Services;
- (2) devices sold by Axon (including, without limitation, conducted energy weapons, cameras, sensors, and docking systems) (collectively, “**Axon Devices**”);
- (3) other software offered by Axon (including, without limitation, Axon Investigate, Axon Capture, Axon Evidence SYNC, Axon Device Manager, Axon View, Axon Interview, Axon Commander, Axon Uploader XT, and Axon View XL) (collectively, “**Axon Client Applications**”); and
- (4) ancillary hardware, equipment, software, services, cloud-based services, documentation, and software maintenance releases and updates. Axon Products do not include any third-party applications, hardware, warranties, or the 'my.evidence.com' services.

· “**Customer Data**” means:

- (1) “Customer Content”, which means data uploaded into, ingested by, or created in Axon Cloud Services within Customer’s tenant, including, without limitation, media or multimedia uploaded into Axon Cloud Services by Customer (“Evidence”); and

(2) "Non-Content Data", which means:

- (a) "Customer Entity and User Data", which means Personal Data and non-Personal Data regarding Customer's Axon Cloud Services tenant configuration;
- (b) "Customer Entity and User Service Interaction Data" which means data regarding Customer's interactions with Axon Cloud Services and Axon Client Applications;
- (c) "Service Operations and Security Data", which means data within service logs, metrics and events and vulnerability data, including, without limitation: (i) application, host, and infrastructure logs; (ii) Axon Device and Axon Client Application logs; (iii) service metrics and events logs; and (iv) web transaction logs;
- (d) "Account Data", which means information provided to Axon during sign-up, purchase, or administration of Axon Cloud Services, including, without limitation, the name, address, phone number, and email address Customer provides, as well as aggregated usage information related to Customer's account and administrative data associated with the account; and
- (e) "Support Data", which means the information Axon collects when Customer contacts or engages Axon for support, including, without limitation, information about hardware, software, and other details gathered related to the support incident, such as contact or authentication information, chat session personalization, information about the condition of the machine and the application when the fault occurred and during diagnostics, system and registry data about software installations and hardware configurations, and error-tracking files.

- **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data (as defined below).

- **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

- **"Personal Data"** means information about or relating to an individual, whether recorded or not, whether or not true or factual, which can be used to uniquely identify the individual either on its own or by reference to an identifier such as 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.

- **"Sensitive Personal Data"** means any information related to genetic, biometric and health data, as well as personal data revealing racial and ethnic origin, political opinions, religious or ideological convictions or trade union membership. Specific information types connected to an individual where misuse could negatively impact fundamental rights and freedoms of the data subject. This includes financial data of an individual, racial, genetic, health or lifestyle data.

- **"Processing"** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as

- collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

· **“Sub-processor”** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

### **Axon's Role**

#### **Data Processor**

Axon is a Data Processor of Customer Content and Axon obtains no rights to Customer Content. The Customer is a Data Controller and controls and owns all right, title, and interest in and to Customer Content. Axon only processes Customer Content on behalf of the Customer in accordance with the Agreement and the Data Processing Agreement entered into between the parties.

#### **Data Controller**

Axon is a Data Controller for Non-Content Data. In regard to Customer Entity & User Data, Axon is a Data Controller and Customer is an independent Data Controller, not a joint Data Controller.

Axon processes Non-Content Data to provide Axon Cloud Services and to support the overall delivery and improvement of Axon Products including business, operational, and security purposes. Axon may analyze and report anonymized and aggregated Non-Content Data to communicate with external and internal stakeholders.

### **Data Collection Purposes and Processing Activities**

#### **Customer Content**

Axon will only process Customer Content to provide Customer Axon Cloud Services including, without limitation, user authentication and authorization functionality, and to enable the functionalities according to the configuration selected by the Customer. Axon only processes Customer Content on behalf of the Customer in accordance with the Agreement and the Data Processing Agreement entered into between the parties. Axon will not use Customer Content for any advertising or other commercial purposes.

Axon periodically upgrades or changes Axon Cloud Services to provide customers with new features and enhancements in alignment with the [Axon Evidence Maintenance Schedule](#). Axon communicates such upgrades or changes to customers one week prior to release via mechanisms outlined in the Maintenance Schedule.

#### **Non-Content Data**

Axon processes Non-Content Data to provide Axon Cloud Services and to support the overall delivery of Axon Products including business, operational, and security purposes.

Non-Content Data includes the following:

#### **Customer Entity and User Data**

Axon uses Customer Entity and User Data to: (1) provide Axon Cloud Services, including, without limitation, user authentication and authorization functionality; (2) improve the quality of Axon Products or provide enhanced functionality and features; (3) contact Customer to provide

information about its account, tenant, subscriptions, billing, and updates to Axon Cloud Services, including, without limitation, information about new features, security and other technical issues; and (4) market our products or services to Customer via email, by sending promotional communication including targeted advertisements, or presenting a Customer with relevant offers.

Customer cannot unsubscribe from non-promotional communications, such as maintenance schedules, or similar notifications, but may unsubscribe from promotional communications at any time such as by clicking on an unsubscribe button at the bottom of such communications.

### **Customer Entity and User Service Interaction Data**

Customer Entity and User Service Interaction Data includes data regarding Customers' interactions with Axon Cloud Services and Axon Client Applications. Axon processes Customer Entity and User Service Interaction Data to improve the quality of Axon Products and provide enhanced functionality and features.

### **Service Operations and Security Data**

Axon processes "Service Operations and Security Data" to provide service operations and monitoring for its own purposes of ensuring the security of its services and systems. The processing of "Service Operations and Security Data" is necessary for Axon to monitor the security of its services, detect vulnerabilities, and act promptly on security breaches. Therefore, the processing is necessary to meet Axon's legal obligations, to maintain security standards and to fulfil our contractual commitments to the Customer.

### **Account Data**

Axon uses Account Data to provide Axon Cloud Services, manage Customer's accounts, to market, and communicate with Customer by carrying out the administrative management of your registration and/or updating as a client, and the management and development of the contractual relationship with Customer and to contact Customer to provide information about its account, tenant, subscriptions, billing and updates to Axon Cloud Services, and to market our products or services to Customer via email, by sending promotional communications, including targeted advertisements, or by presenting Customer with relevant offers.

### **Support Data**

Axon uses Support Data to resolve Customer's support incident, and to operate, improve, and personalize Axon Products, including, without limitation, information about hardware, software, and other details gathered related to the support incident, such as contact or authentication information, chat session personalization, information about the condition of the device and the application when the fault occurred and during diagnostics, system and registry data about software installations and hardware configurations, and error-tracking files. Service Operations and Security Data may be part of the Support Data when required for this purpose.

If Customer shares Customer Content to Axon in a support scenario, or access to or processing of Customer Content is necessary to provide support, the Customer Content will be processed as Support Data and will only be used for resolving support incidents.

Axon may provide support through phone, email, online chat or sessions. Phone conversations, online chat sessions, or online sessions with Axon support professionals may be recorded and/or monitored for efforts such as training, future support, and evidentiary purposes.

**Legal Basis for Processing Personal Data**

**CUSTOMER CONTENT**

Axon’s legal basis for the collection and processing of Personal Data within Customer Content is to fulfill obligations to facilitate and process contractual transactions that take place when you interact with Axon Cloud Services.

**NON-CONTENT DATA**

Axon’s legal basis for the collection and processing of Personal Data within Non-Content Data is the legitimate interest to provide and support the delivery of our Services; investigate and help prevent security threats, fraud, or other malicious activity; enforce & protect the rights and properties of Axon or its affiliates; protect the rights and personal safety of Axon employees and third parties on or using the Services or Axon Products; and for the purposes which may be required by applicable laws and regulations.

**Server and Data Location**

**Customer Content**

Axon offers Axon Cloud Services in numerous geographic regions. Before creating an account, Customer determines where Axon will store Customer Content by designating an economic area.

REGION CODE	ECONOMIC AREA	3RD PARTY INFRASTRUCTURE SUB-PROCESSORS	DATA CENTER LOCATION(S)
AU	Southeast Asia	Microsoft Azure	Canberra, ACT
LA	South America	Microsoft Azure	Sao Paulo, Brazil & Rio de Janeiro, Brazil or Sao Paulo, Brazil & *Texas, United States <i>*new customers will not be added to the Texas, United States datacenter</i>
CA	Canada	Microsoft Azure	Toronto, ON & Quebec City, QC
EU	European Union	Amazon Web Services	Ireland <i>**new customers will not be added to this region</i>
EUR	European Union	Microsoft Azure	Netherlands, Ireland
UK	United Kingdom	Microsoft Azure	London, England & Cardiff, Wales
US	United States	Microsoft Azure and Amazon Web Services	Texas, Virginia & Oregon, United States
US	United States (Federal Region)	Microsoft Azure	Texas & Virginia, United States
ENT	Global	Microsoft Azure and Amazon Web Services	Washington, Wyoming & Oregon, United States

Axon ensures that all Customer Content in Axon Evidence remains within the selected economic area, including, without limitation, all backup data, replication sites, and disaster recovery sites. Customer selected economic areas can be determined through review of Customer’s Axon Cloud Services URL. Customer URLs conform to the <youragency>.<regioncode>.evidence.com scheme with the exception of US customers where the scheme may exclude the region code and is <youragency>.evidence.com. US Federal customers conform to the scheme <youragency>.us.evidence.com

## **Non-Content Data**

### **Customer Entity and User Data**

Customer Entity and User Data is located in Customer's selected economic area for Customer Content. Customer Entity and User Data may be copied or transferred to the United States.

### **Customer Entity and User Service Interaction Data**

Customer Entity and User Service Interaction Data is located in Customer's selected economic area for Customer Content and the United States.

### **Service Operations and Security Data**

Service Operations and Security Data is located in Customer's selected economic area for Customer Content and the United States.

### **Account Data and Support Data**

Account and Support Data may be located in the United States and may be located in Customer's selected economic area for Customer Content.

### **Axon Cloud Services Sub-processors**

Axon may rely on Sub-processors to provide or enhance Axon Products on its behalf. Axon only permits Sub-processors to use Customer Content to deliver to the Customer services that Axon offers. Axon prohibits Sub-processors from using Customer Content for any other purpose. Ownership of rights, titles, and interest in and to Customer Content remain with Customer.

Axon exercises commercially reasonable efforts in connection with contractual obligations to ensure its Sub-processors are compliant with all applicable data protection laws and regulations surrounding the Sub-processors access and scope of work in connection with Customer Content. Prior to onboarding Sub-processors, Axon audits the security and privacy practices of Sub-processors to ensure Sub-processors provide a level of security and privacy appropriate to the scope of their services.

Axon maintains an up-to-date list of the names and locations of the required Customer Content sub-processor(s) used to for standard Axon Cloud Services [here](#). Please note, additional Sub-processors may be included depending on additional functionality requested during contracting and implementation. If additional information is needed, please contact Axon at [privacy@axon.com](mailto:privacy@axon.com).

Axon will give Customer notice of any new Sub-processor. If you are a current Axon Cloud Services customer with a data processing agreement in place with Axon, you may subscribe [here](#) to receive notifications of a new Sub-processor(s) before Axon authorizes any new Sub-processor to process Customer Content in connection with the provision of your service.

### **International Data Transfers**

Personal Data within Non-Content Data may be subject to international data transfers outside the European Economic Area (EEA), United Kingdom, and Switzerland, which will be regulated in

accordance with the mechanisms set out in the GDPR, UK-GDPR, and the Swiss FADP respectively, to safeguard the rights and freedoms of the data subject and ensure a level of protection equivalent to that required by European, United Kingdom, and Swiss regulations.

Axon and Fusus Inc. ('Axon') comply with the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. Axon has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) in reliance on the UK Extension to the EU-U.S. DPF. Axon has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF.

If there is any conflict between the terms in this Notice and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit <https://www.dataprivacyframework.gov/>.

In compliance with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF, Axon commits to resolve DPF Principles-related complaints about our collection and use of your personal information. EU, UK, and Swiss individuals with inquiries or complaints regarding our handling of personal data received in reliance on the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF should first contact Axon at [privacy@axon.com](mailto:privacy@axon.com).

In compliance with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF and the Swiss-U.S. DPF, Axon commits to cooperate and comply respectively with the advice of the panel established by the EU data protection authorities (DPAs), the UK Information Commissioner's Office (ICO) and the Gibraltar Regulatory Authority (GRA), and the Swiss Federal Data Protection and Information Commissioner (FDPIC) with regard to unresolved complaints concerning our handling of personal data received in reliance on the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF.

If your DPF complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms.

If you are an EU, Swiss or UK Individual, where we transfer your personal data to third party service providers (see above) who perform services for us or on our behalf, we are responsible for the processing of that data by them and shall remain liable if they process your personal data in a manner inconsistent with the DPF Principles referred to below, unless we prove that we are not responsible for the event giving rise to the damage.

Axon is subject to the investigatory and enforcement powers of the United States Federal Trade Commission regarding compliance with the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and

the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF).

To the extent the above mechanisms cannot be used to adequately safeguard transfers outside the EEA, United Kingdom, or Switzerland, Axon will put in place alternate safeguards, as appropriate (such as Standard Contractual Clauses (SCCs) and Transfer Impact Assessments (TIA)).

### **Information Sharing**

Axon may share data with its subsidiaries, legal entities, third party service providers and other partners to help us operate, including for providers to facilitate: (1) user account management, authentication, analytics, and communication, (2) product features, e.g. product development, and error analytics, (3) customer service and support, and (4) security monitoring and investigation.

### **Required Disclosures**

Axon will not disclose Customer Content or Non-Content Data to Government Authorities except as required by any law or regulation. If permitted, Axon will notify Customer if any disclosure request is received for Customer Content so Customer may challenge or object.

### **Data Security Measures**

Axon is committed to helping protect the security of Customer Data. Axon has established and implemented policies, programs, and procedures that are commercially reasonable and in compliance with applicable industry practices, including administrative, technical, and physical safeguards to protect the confidentiality, integrity and security of Customer Content and Non-Content Data against unauthorized access, use, modification, disclosure, or other misuse.

Axon will take appropriate steps to ensure compliance with the data security measures by its employees, contractors, and Sub-processors, to the extent applicable to the respective scope of performance.

Additional information regarding Axon's Data Security program can be found by visiting <https://trust.axon.com>

### **Confidentiality**

Customer Content and Non-Content Data is encrypted in transit over public networks. Customer Content is encrypted at rest in all Axon Cloud Service regions.

Axon protects all Customer Content and Non-Content Data with strong logical access control mechanisms to ensure only users with appropriate business needs have access to data. Third-party specialized security firms periodically validate access control mechanisms. Access control lists are reviewed periodically by Axon.

### **Integrity**

As Evidence is ingested into Axon Cloud Services, a Secure Hash Algorithm (“SHA”) checksum is generated on the upload device and again upon ingestion into Axon Cloud Services. If the SHA checksum does not match, the upload will be reinitiated. Once upload of Evidence is successful, the SHA checksum is retained by Axon Cloud Services and is made viewable by users with access to the Evidence audit trail for the specific piece of Evidence. Tamper-proof audit trails are created automatically by Axon Cloud Services upon ingestion of any Evidence.

**Availability**

Axon takes a comprehensive approach to ensure the availability of Axon Cloud Services. Axon replicates Customer Content over multiple systems to help to protect against accidental destruction or loss. Axon Cloud Services systems are designed to minimize single points of failure. Axon has designed and regularly plans and tests its business continuity planning and disaster recovery programs.

**Isolation**

Axon logically isolates Customer Content. Customer Content for an authenticated customer will not be displayed to another customer (unless Customers explicitly create a sharing relationship between their tenants or shared data between themselves). Centralized authentication systems are used across an Axon Cloud Service region to increase uniform data security.

Additional role-based access control is leveraged within Customer’s Axon Cloud Service tenant to define what users can interact with or access Customer Content. Customer solely manages the role-based access control mechanisms within its Axon Cloud Services tenant.

Within the Axon Cloud Services supporting infrastructure, access is granted based on the principle of least privilege. All access must be approved by system owners and undergo at least quarterly user access reviews. Any shared computing or networking resource will undergo extensive hardening and is validated periodically to ensure appropriate isolation of Customer Content.

Non-Content Data is logically isolated within information systems such that only appropriate Axon personnel have access.

**Personnel**

Axon personnel are required to conduct themselves in a manner consistent with applicable law, the company’s guidelines regarding confidentiality, business ethics, acceptable usage, and professional standards. Axon personnel must complete security training upon hire in addition to annual and role-specific security training.

Axon personnel undergo an extensive background check process to the extent legally permissible and in accordance with applicable local labor laws and statutory regulations. Axon personnel supporting Axon Cloud Services are subject to additional role-specific security clearances or adjudication processes, including Criminal Justice Information Services background screening and national security clearances and vetting.

**Data Breach**

**Notification**

If Axon becomes aware of unlawful or unauthorized access to, disclosure, alteration, or destruction of Non-Content or Customer Data, we will notify affected Customers and relevant authorities as necessary.

**Data Portability, Migration, and Transfer Back Assistance**

**Data Portability**

Evidence uploaded to Axon Cloud Services is retained in original format. Evidence may be retrieved and downloaded by Customer from Axon Cloud Services to move data to an alternative information system. Evidence audit trails and system reports may also be downloaded in various industry-standard, non-proprietary formats.

**Data Migration**

In the event Customer’s Axon Cloud Services is terminated, Axon will not delete any Customer Content during the 90 days following termination. During this 90-day period, Customer may retrieve Customer Content only if Customer has paid all amounts due (there will be no application functionality of the Axon Cloud Services during this 90-day period other than the ability for Customer to retrieve Customer Content). Customer will not incur any additional fees if Customer downloads Customer Content from Axon Cloud Services during this 90-day period. Axon has no obligation to maintain or provide any Customer Content after the 90-day period and thereafter, unless legally prohibited, will delete Customer Content upon termination as part of normal retention and data management instructions from customers. Upon written request, Axon will provide written proof that all Customer Content has been successfully deleted and removed from Axon Cloud Services.

**Post-Termination Assistance**

Axon will provide Customer with the same post-termination data retrieval assistance that is generally made available to all customers. Requests for additional assistance to Customer in downloading or transferring Customer Content will result in additional fees and Axon cannot warrant or guarantee data integrity or readability in the external systems.

**Children’s online privacy protection**

Axon takes seriously its obligations under the Children’s Online Privacy Protection Act. We do not knowingly collect Non-Content Data regarding children under 18.

**Data Subject Rights**

**Non-Content Data**

You have the rights described below with respect to your Personal Data. You may have the rights described below:

- Access and obtain a copy of your Personal Data on request;

- Require Axon to change incorrect or incomplete Personal Data;
- Require Axon to delete or stop processing your Personal Data, for example where the Personal Data is no longer necessary for the purposes of processing;
- Object to the processing of your Personal Data where Axon is relying on its legitimate interests as the legal ground for processing; and
- Withdraw your consent in circumstances where consent is the legal basis for processing.

If you would like to exercise any of these rights or have any questions, please contact us at [privacy@axon.com](mailto:privacy@axon.com). To submit a deletion request, please complete [this](#) form.

If you believe that Axon has not complied with your data protection rights, you may have the right to lodge a complaint with a supervisory authority, in particular in the jurisdiction where you work, normally live or where any alleged infringement of data protection laws occurred.

In the EEA: the data protection authority of their [place of residence](#);

In the United Kingdom: the [UK Information Commissioner's Office](#) ("ICO");

In Switzerland: the [Federal Data Protection and Information Commissioner](#) ("FDPIC").

In the United States, please contact your applicable [State Attorney General](#).

In other locations around the world, their local data protection authority.

If personal data covered by this Privacy Notice is to be used for a new purpose that is materially different from that for which the personal data was originally collected or subsequently authorized, or is to be disclosed to a non-agent third party in a manner not specified in this policy, Axon will provide you with an opportunity to choose whether to have your personal data so used or disclosed. Requests to opt out of such uses or disclosures of Personal Data should be sent to us as specified in the "How to Contact Us" section below.

Certain personal data, such as information about medical or health conditions, racial or ethnic origin, political opinions, religious or philosophical beliefs, is considered "Sensitive Information." Axon will not use Sensitive Personal for a purpose other than the purpose for which it was originally collected or subsequently authorized by the individual unless Axon has received your affirmative and explicit consent (opt-in).

### **Customer Content**

Customers may process Personal Data regarding an individual when leveraging Axon Cloud Services. In such cases, we are processing such personal data purely on behalf of our Customers and any individuals who seek to exercise their rights should first direct their query to our Customer, the Data Controller.

Axon will work with Customers to provide access to Personal Data that Axon or Sub-processors hold. Axon will also take reasonable steps to enable Customers to correct, amend, or delete Personal Data that is demonstrated to be inaccurate.

## **Data Retention**

### **Customer Content**

Customer defines Evidence retention periods pursuant to Customer's internal retention policies and procedures. Customer can establish its retention policies within Axon Cloud Services. Therefore, Customer controls the retention and deletion of its Evidence within Axon Cloud Services.

### **Non-Content Data**

Axon maintains internal disaster recovery and data retention policies in accordance with applicable laws and regulations. The disaster recovery plan relates to Axon's data and extends to Axon Cloud Services and Customer Content stored within.

Axon's data retention policies relate to Axon's Non-Content Data. Axon's data retention policies instruct for the secure disposal of Non-Content Data when such data is no longer necessary for the delivery and support of Axon products and services and in accordance with applicable regulations. We will retain Non-Content Data for as long as needed to provide services, comply with our legal obligations, resolve disputes, and enforce our agreements.

### **Your California Privacy Rights**

Pursuant to the California Consumer Privacy Act ("CCPA"), as amended by the California Privacy Rights Act ("CPRA"), we provide this California Consumer Privacy Act Addendum (the "CCPA Addendum") to California residents ("consumers" or "you" or "your"). This CCPA Addendum supplements the information contained in our Axon Cloud Services Privacy Notice. Any capitalized term used but not defined in this Notice has the meaning given in our Axon Cloud Services Privacy Notice.

This CCPA Addendum does not apply to information we collect about individuals in their capacity as present or former job applicants or employees of Axon or the use of the Axon website. Nor does this amendment cover processing of Customer Content within Axon Cloud Services.

### Categories of Personal Information Collected

Categories of Personal Information	Examples
Identifiers and Contact Information	Name, postal address, telephone number, unique personal identifier, online identifier, Internet Protocol address, username, email address or other similar identifiers
Commercial Information	Records and history of products or services purchased or considered
Internet or other electronic network activity information	Interaction with our websites, applications, or advertisements
Geolocation data	Approximate physical location (derived from an Internet Protocol address)
Professional or employment-related information	Job title, employer name. Inferences drawn from the any of the above
Account authentication credentials	Username, encrypted and hashed password

### Sources of Personal Information

We obtain the categories of Personal Information listed above directly from you as well as from the following categories of sources: our corporate affiliates, third-party business partners, and other third-party sources.

### Use of Personal Information

We use Personal Information for a variety of business and commercial purposes, as described this Axon Cloud Services Privacy Notice.

### Your Consumer Rights under the CCPA

California law grants state residents certain rights, including the rights to know and access specific types of Personal Data, to learn how we process Personal Data, to request deletion of Personal Data, to request correction of Personal Data, to opt-out of sharing your Personal Data for third party advertising purposes, and not to be denied goods or services for exercising these rights.

If you would like to exercise any of these rights please contact us at [privacy@axon.com](mailto:privacy@axon.com).

### Right to Opt-Out of Selling or Sharing

In the preceding 12 months, Axon has not sold or shared (as those terms are defined in the CCPA) any Personal Data.

### Authorized Agents

To make a request as an authorized agent on behalf of a California resident, you may use the submission methods noted above. Please provide us with a copy of the consumer's written authorization designating you as their agent.

### **Nondiscrimination**

We will not unlawfully discriminate against you for exercising your rights under the CCPA.

### **Additional Information about specific Axon Cloud Services**

The following information pertains to specific privacy and data processing activities associated with certain Axon Cloud Services. If you are a user of any of the below products, please read the applicable language carefully.

### **Community Request**

Community Request services may facilitate the transmission of information and content voluntarily submitted including certain metadata associated therewith, (collectively, "**Submissions**") by an individual completing questionnaires, while using Community Request ("**Survey Participant**"), to our Customer that uses the Community Request service. Our Customer which requests Submissions through Community Request receives those Submissions - once transmitted, the Submissions remain in the possession of the requesting Customer and Axon does not own or control any copies. The Customer is thus the Data Controller of Submissions data. The Customer to which a Survey Participants transmits the Submission will own and control such Submission, and the privacy practices of Axon's Customer will apply.

Additionally, Community Request automatically collects certain details about a Survey Participant usage of Community Request and their device. Axon may automatically collect certain details of your access to and use of Community Request, including traffic data, location data, logs, and other communication data and the resources that you access and use on or through Community Request. We may collect information about your mobile device and internet connection, including the operating system, IP address, browser type, and mobile network information.

### **My90**

My90 services may facilitate the transmission of information and content voluntarily submitted including certain metadata associated therewith, (collectively, "**Submissions**") by an individual completing questionnaires, while using My90 ("**Survey Participant**"), to our Customer that uses the My90 service. Survey Participants should not submit Personal Data as part of a Submission. If Personal Data is submitted, Axon will remove or de-identify the Submission.

Axon will analyze and aggregate Submissions to evaluate Customer interactions with respondents or to obtain insight. For example, this is done to understand the effectiveness of existing emergency response processes or to understand sentiment towards My90 Customers. This information can help Axon, and its Customers obtain insights and comparison on community trends and accordingly implement or recommend implementation of measures to improve policing.

Axon may also share aggregated Submissions publicly or privately through various mediums. We share this information to provide insights and comparisons on general policing and community trends. Prior to sharing this information, Axon will ensure that the Submission has been aggregated and de-identified so it can no longer be linked directly to a respondent.

Outside of the usage of Submissions, My90 automatically collects certain details about a Survey Participant usage of My90 and their device. Axon may automatically collect certain details of your access to and use of My90, including traffic data, location data, logs, and other communication data and the resources that you access and use on or through My90. We may collect information about your mobile device and internet connection, including the operating system, IP address, browser type, and mobile network information.

**Axon Fusus**

We process Customer Content on behalf of and as a Data Processor, and to the extent necessary to provide Services to our Customers. To provide our Customers with our Services, we may process and store Customer Content that is captured and recorded when our Customers and their users operate our Products and other Services, such as video or audio recordings, live video or audio streams, images, comments, and data our products collect from their surrounding environment to perform their functions (such as motion, events, temperature and ambient light). The Customer is thus the Data Controller of Customer Content collected by Fusus and the privacy practices of Axon’s Customer will apply.

Axon Fusus Terms of Use prohibits the use of cameras set by our Customers with our Platform or other Services in locations where a person has a reasonable expectation of privacy. We require our Customers to conduct any video monitoring through our Services in compliance with applicable laws, regulations and policies, including non-discrimination, sexual harassment, among others. Therefore, monitoring in the bathrooms, locker rooms, or other areas where individuals have a reasonable expectation of privacy is prohibited;

Axon Fusus Terms of Use also specifies that the camera positions and views are limited to open, common and public areas, unless otherwise permitted by a court order authorized by a court of competent jurisdiction relating to an investigation by a law enforcement agency.

Additionally, Axon Fusus may automatically collect certain details about users of Axon Fusus Products or Services. Axon may automatically collect certain details of your access to and use of Axon Fusus Products or Services, including traffic data, location data, logs, and other communication data and the resources that you access and use on or through Axon Fusus Products or Services.

**How to Contact Us**

If you have any questions or concerns regarding Axon's privacy practices or the content of this Notice, please contact [privacy@axon.com](mailto:privacy@axon.com).

## Axon - Service Level Agreement

This Service Level Agreement (**SLA**) identifies the Axon Service Offerings and the expected level of services between Axon<sup>1</sup> (**Axon, us or we**) and users of Service Offerings (**Customer or you**). Unless otherwise provided in this SLA, this SLA is subject to the terms of the purchase agreement, or other similar agreement, if any, between Axon and Customer. This SLA applies separately to each Customer using Service Offerings. By using Service Offerings, you agree that you understand this SLA and you accept and agree to be bound by the following terms and conditions. Axon reserves the right to update and change the terms of this SLA. When we post changes, we will revise the “last updated” date at the top of this page. If there are adverse material changes to this SLA, we will inform you by directly sending you a notification.

### 1. Axon Cloud Services Commitment

#### A. Definitions

- **“Axon Cloud Services”** means Axon’s web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services 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.
- **“Downtime”** means periods of time, measured in minutes, in which the Service Offering is Unavailable to you. “Downtime” does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described under the section Exclusions.
- **“Incident”** means a disruption of Service Offerings during which the Customer experiences Downtime.
- **“Maximum Available Minutes”** means the total amount of accumulated minutes during a Service Month for the Service Offering.
- **“Monthly Uptime Percentage”** means  $(\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes} * 100$ .
- **“Scheduled Downtime”** means periods of time, measured in minutes, in which the Service Offering is unavailable to Customer, which fall within scheduled routine maintenance or planned maintenance timeframes.
- **“Service Month”** means a calendar month at Coordinated Universal Time (UTC).
- **“Service Credits”** means credits received by users of Service Offerings in the event that the service level objectives are not achieved.
- **“Service Offerings”** means all Axon Evidence services provided by Axon pursuant to this SLA.
- **“Unavailable”** and **“Unavailability”** means a situation where the Service Offering does not allow for the upload of evidence files, viewing of evidence files or interactive login by an end-user.

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<sup>1</sup> “Axon” refers to the Axon entity that you are in a contractual agreement with for the provision of Axon Cloud Services, including but not limited to Axon Public Safety UK Limited, Axon Public Safety Germany SE, etc.

**B. Service Level Objective**

Axon will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time. Guaranteed service level & Service Credits:

Monthly Uptime Percentage	Service Credit in Days
Less than 99.9%	3
Less than 99.0%	7

**C. Requesting Service Credits**

In order for Axon to consider a claim for Service Credits, you must submit the claim to Axon Customer Support (<https://www.axon.com/contact>) including all information necessary for us to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

**D. Terms**

Axon must receive the claim within one month of the end of the month in which the Incident that is the subject of the claim occurred. For example, if the Incident occurred on February 12th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five days of receipt. You must be in compliance with all Axon agreements in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to the end of your Service Offering subscription term. Service Credits may not be exchanged for or converted to monetary amounts.

**E. Exclusions**

This SLA does not apply to any unavailability, suspension or termination of the Service Offerings, or any other Axon Evidence performance issues: (a) caused by factors outside of our reasonable control, including any force majeure event, terrorism, sabotage, virus attack or Customer internet access and related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside our direct control); (b) that result from any actions or inactions of you or a third party; (c) that result from your communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received from you, or any other data issues related to the communication or data received from or through you; (d) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (e) that result from any maintenance as provided for pursuant to this SLA; (f) failure to adhere to any required configurations, use supported platforms, and follow any policies for acceptable use; or (g) arising from our suspension and termination of your right to use the Service Offerings in accordance with the agreement for the provision of Axon Evidence between you and Axon.

## F. Service Maintenance

- Maintenance periods may periodically result in the Service Offerings being Unavailable to you. Downtime falling within scheduled routine or planned maintenance is Scheduled Downtime and is not eligible for Service Credits.
- Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by Axon. Emergency maintenance falling outside scheduled routine or planned maintenance is eligible for Service Credits.
- Axon will make available updates as released by Axon to the Axon Cloud Services. The Customer is responsible for maintaining the computer equipment and internet connections necessary for use of Axon Cloud Services.

### F.1 Planned Maintenance

Axon may schedule and plan maintenance windows outside of the timeframes detailed in “Scheduled Routine Maintenance”.

**F.2 Scheduled Routine Maintenance:** We encourage you to review the most current version of the Axon Cloud Services Maintenance Schedule by visiting:

<https://www.axon.com/products/axon-evidence/maintenance-schedule>.

### F.3 Emergency Maintenance

Patches and emergency releases are used to deliver ad-hoc application fixes and are typically seamless to customers. Whenever possible, patches and emergency releases are deployed during off-peak hours and without Downtime. Emergency releases are conducted on an as-needed basis and can occur any day of the week.

### F.4 Notification of Maintenance

Notification of upcoming routine maintenance is not provided in advance unless there has been a change to the Scheduled Routine Maintenance. Approximately one (1) week prior to the routine maintenance, release notes are provided to Axon Evidence customer administrators.

If planned maintenance is required, Axon will communicate via email to Axon Evidence Customer administrators at least one (1) week in advance.

In the event of scheduled routine or planned maintenance that requires customer action (e.g. updating network settings), Axon will communicate via email at least sixty (60) days prior to the maintenance. Please Note: If emergency maintenance that requires customer action is necessary, Customers may be notified less than one (1) week in advance.

## G. Axon Device Firmware Updates

Firmware updates and enhancements to Axon devices are pushed from Axon Cloud Services. Customer interaction is not required. Updates are retrieved, installed and validated during the normal device charging and data transfer process. Firmware updates are systemically rolled out to customers in waves.

## 2. Customer Support Response Commitment

Axon has implemented Incident response policies and practices for Axon devices and Axon Cloud Services, which follow industry best practice standards. Axon reserves the right to change the terms of these response policies.

### A. Definitions

- **“Business Day”** means Monday to Friday 09:00-17:00 based on your location, excluding public holidays
- **“BOD”** means the Board of Directors
- **“Incident”** means a fault related to an Axon product or Axon Cloud Services experienced by the Customer.
- **“Targeted Response Time”** means the target timeframe for Axon to respond to Customer and/or escalate the Incident within the *“Axon Customer Support Solution”*.
- **“Targeted Resolution Time”** means the target timeframe for the full resolution of the Incident. It excludes time delays caused by Customer or third parties outside of Axon’s reasonable control.
- **“Workaround”** means a method for overcoming an Incident allowing the Customer to operate the core function of Axon devices and/or Axon Cloud Services.
- **“Incident Classification”** for incidents (unplanned outages), the ticket is classified as an "incident"

### B. Technical support Service Scope

The following Comprehensive Support Services are covered by this Agreement:

- Telephone, E-mail and Web Conferencing tool (Zoom) based remote desktop assistance during regular business hours.
- Assistance to the customer depending on the Error Severity Level (See ESL Definition below) to troubleshoot the purchased equipment to determine if hardware or software is defective when they are under support warranty.
- If Axon hardware is deemed to be defective, the customer will be requested to return the hardware as soon as possible via the RMA process (Section 3) who will diagnose, repair, and return the hardware.
- Axon will maintain case record tracking of all customer issues.
- Emergency Onsite assistance (extra costs apply) depending on the Severity Level.
- Axon support will be available 24/7/365 for all severity 1 and severity 2 technical and product related issues and for major incidents. All severity 3-5 issues submitted, out of core business hours, over the weekend or Public Holidays will be addressed on the next business day. If the severity is unknown by the users at the time of the issue, Technical support will help assign a severity during troubleshooting.
- Unless otherwise specified, 24/7/365 support is provided in English

**C. Customer Requirements**

Customer responsibilities and/or requirements to obtain quick, professional, comprehensive support from Axon include:

- Reasonable availability of customer representative(s) when resolving a service-related incident or request.
- Provide all necessary cooperation and all necessary access to such information as may be required by Axon Support, to render the Services, including but not limited to customer’s data, security access information, and configuration services.
- A prompt and complete description of issues when encountered, including software, hardware, or other if known
- Redaction of sensitive footage, audit logs, screenshots to allow for escalation to engineering or product for troubleshooting purposes.

**D. Service Availability**

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support: Please refer to Telephone support table below
  - ✓ *Calls received out of office hours are forwarded to our follow the sun service who who support our real time operations 24/7.*
  - ✓ *Customer calls may be picked up by non-residents of the origin of the call. If there are any compliance concerns around data sovereignty, customers are required to specify any concerns during the call to ensure calls can be routed to a resident of the country where the agency is located.*
- Email support: Monitored 09:00 to 17:00 Monday – Friday (based on your geography)
  - ✓ *Emails received outside of office hours will be collected and generally monitored and best efforts are made, however contacting the customer cannot be guaranteed until the next working day.*
  - ✓ *If the transfer of audit logs, sensitive video footage, or other sensitive information to an Axon representative located outside the geographical origin of the call is necessary for technical support, permission will be requested prior to sharing any information.*
- Onsite support can be arranged for issues requiring direct assistance and where an internal representative not available, will involve additional costs on a per day basis with travel, travel days, lodging, and meal expenses if not included in your contract
- SLAs for incidents requiring onsite assistance may vary based on site availability, access, representative availability on site. If SLAs are not met due to events out of Axon’s control, Service credits will not apply on any breached targets
- Unless otherwise specified in your contract, all out of hours support is provided in English via email and telephone.

**E. Axon Support Channels**

Axon Resource Centre: <https://my.Axon.com>

Email: support@Axon.com

**Telephone Support:**

Country	Phone Number	Hours of operation (local time)
United States	+1 (800) 978 2737 (Opt 4)	09:00-17:00
United Kingdom	+44 (1327) 709 666	09:00-17:00
Australia	+61 (1800) 512 069	09:00-17:00
New Zealand	+1 (800) 978 2737	09:00-17:00
France	+33 (800) 911 202	09:00-17:00
Germany	+49 (800) 555 2966	09:00-17:00
Switzerland	+49 (800) 555 2966	09:00-17:00
Austria	+49 (800) 555 2966	09:00-17:00
Italy	+39 (645) 251 001	09:00-17:00
Spain	+34 (914) 102 299	09:00-17:00
Other countries	On request	On request

**F. Incident Classifications and Response Times**

- a. Table below outlines the targeted response and resolution times across different Severity levels.
- b. Relief Time means either Axon have resolved the issue or provide a suitable workaround to allow business to continue. Customer shall reasonably self-diagnose each Incident and recommend to Axon an appropriate severity level designation. Axon shall validate your severity level designation or notify you of a proposed change to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate severity level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the Incident support in accordance with Axon's severity level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.
- c. Resolution of hardware related faults will be immediate if Axon Body camera devices are hot swapped and then replenished back into contingency stock through Axon's RMA process.
- d. For Customers with different levels of Incident classification such as Critical, High, Medium and Low, Axon will recognize this and map your severity levels against Axon's severity levels based on the targeted response time and resolution time closest representative timeframe For example, if Critical has a resolution time of 2 hours, it will be classed as Severity 1. If High has a resolution time of 24 hours, it will be classed as Severity 2.

Incident Classification	Description	Targeted Response Time	Targeted Relief Time	Targeted Resolution Time	Customer Response Commitment
<b>Severity 1</b>	- Business critical function is down - Material impact to Customer's business - No Workaround exists	Less than 1 hour	Less than 1 Hour	Less than 24 hours	Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
<b>Severity 2</b>	- Business critical function is impaired or degraded - There are time- sensitive issues that materially impact ongoing production - Workaround exists, but it is only temporary	1 Business Day	Less than 48 hours	Less than 2 weeks	Customer shall remain accessible by phone or other electronic means for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
<b>Severity 3</b>	- Non-critical function down or impaired - Does not have significant current production impact - Performance is degraded	1 Business Day		Mutually agreed timeframe based on prioritization	
<b>Severity 4</b>	General Customer Enquiry	2 business days		No confirmed resolution	
<b>Severity 5</b>	- Feature Request - Cosmetic Issue	2 business days		No confirmed resolution	

\*For Severity 1 and 2 Issues, a phone call report of the issue is necessary to meet the targeted response time

\*\*If a future date for resolution is provided, update communication will cease except. the resolution to your issue which will be fixed in the next firmware update on XX/XX/XXXX

\*\*\* If the request is related to a Feature Request/Enhancement the support case will be closed once the feedback has been passed to Axon Production Management

\*\*\*\* Frequency of updates refers to the updates that Axon will provide to the Customer  
Relief Time means either Axon has resolved the issue or provided a suitable workaround to allow business to continue.

## G. Incident Lifecycle Management

### G.1 Incident Lifecycle

All incidents will move through the following stages. Only Sev 1 and Sev 2 incidents will include a Root Cause Analysis

- Active - Detected
- Active - Under Investigation
- Active - Mitigation in Progress
- Mitigated
- Mitigations are verified successful
- Resolved
- RCA Reviewed
- Closed

## G.2 Notification overview

Every incident has a Customer Support Point of contact who is responsible for handling the dissemination of potential threats and actual incidents. This person works with all stakeholders to get the information they need to notify customers of any incidents or threats. The frequency of notifications is defined by the severity. All incidents will have an initial response, follow up, and resolution based on agreed SLAs

## G.3 Severity response communication method

### Sev 1 and Sev 2

The primary communication mechanism will be via **email**. All incidents will have an initial response, follow up, and resolution based on agreed SLAs

### Sev 3

The preferred communication mechanism for Sev 3 incidents will be either via a banner in the app or via email. **Customer Support PoC** will determine the means and content of the communication. If only a single customer is affected, an appointed member of Axon will contact the agency directly via email or phone, whereas if the impact is wider, utilizing the banner or a group email will be more applicable. All incidents will have an initial response, follow up, and resolution based on Axon's incident response SLAs

## G.4 Notification data

Axon will provide a breakdown of the issue, including but not limited to:

- Outage/degradation start time
- Outage/degradation end time
- Root cause
- Fixes put in place

Users must be configured as admins in evidence.com and whitelist Axon to ensure successful delivery of email notifications. If any custom roles have been enabled in your organisation, users must have the required notification feature flags enabled in their applicable role.

## G.5 Post mortem process

As part of our governance, a full investigation will be completed to determine the root cause of the failings and users will be notified of the cause and proposed remedial actions. These remedial measures will then be monitored to ensure the SLAs, KPIs and Customer Success deliverables are meeting your expectations, and will be provided with weekly reports of performance until it is back on track.

## G.6 Root Cause Analysis

Where a Root Cause Analysis is required, we would undertake an After-Action Review process. Axon may not know the true original root cause of the incident and may not have made permanent fixes.

**G.7 After Action process**

The Incident Commander (IC) initiates the Root Cause Analysis process and sets a date for completion and review of the RCA. The RCA includes an incident timeline, User impact, a review of the incident response, investigation into the root cause of the incident, and assignment of corrective action items with appropriate priority levels. When the RCA is complete, the IC will review it with the incident response team. The RCA report will not be closed until all outstanding actions have been completed. The RCA will then be archived for future reviews but no longer active. To ensure we adhere to best practice and our continuous improvement methodology we will do a post-analysis review and implement any remedial action to improve our processes on future projects. All Service Desk employees are required to review these documents during their on-boarding process and during quality control checks of calls and tickets and are graded as to how well they adhered to the stated policies.

**G.8 Escalation protocols**

*Tier 1 Support:*

1. **Initial Support Contact:** When a user or customer encounters an issue, they typically reach out to the Tier 1 support team via phone, email, or a ticketing system.
2. **Issue Assessment:** The Tier 1 support team performs initial diagnostics and troubleshooting to resolve the problem. They utilize a knowledge base and predefined solutions to address common issues.

*Tier 2 Support:*

1. **Escalation Criteria:** If the issue is more complex or cannot be resolved by Tier 1, it is escalated to Tier 2 support.
2. **Specialized Support:** The Tier 2 support team comprises more experienced and knowledgeable technicians with expertise in specific areas. They handle more intricate or escalated issues that require in-depth analysis and troubleshooting.
3. **Collaboration with Tier 1:** Tier 2 support may collaborate with Tier 1 to gather additional information or to understand previous troubleshooting steps taken.

*Engineering:*

1. **Escalation to Engineering:** If the issue requires changes to the product's codebase or fundamental architectural adjustments, it may be escalated to the engineering or development team.
2. **Issue Resolution:** The engineering team investigates the problem and develops a fix
3. **Communication and Feedback:** The resolution is communicated back to Tier 2 support, and the feedback loop ensures that knowledge is shared for future cases. The Tier 1 team may also be informed of the resolution for their understanding.

Escalation

Escalation Level	Description	Escalation	Targeted Response Time	Targeted Resolution Time
Tier 1	Basic technical or commercial issues - Non-time critical	None	Less than 6 hours	Less than 1 business day
Tier 2	Advanced technical or commercial issues - Non-time critical.	BoD / Country Manager	Less than 4 hours	Less than 1 business day
Tier 3	Technical or commercial issues - Time critical	Country Manager to Axon BoD/Support Team	Less than 2 hours	Less than 1 business day

**G.9 Exclusions**

This Customer Support Response Statement does not apply to any unavailability, suspension, or termination of the Service Offerings caused by all the exclusion events under Part 1 of this document, nor to services or hardware not within Axon’s control. Hardware warranty will be dependent on Customer’s specific agreement with Axon and levels covered. Please see Part 3 for “Return of Merchandise Authorisation”.

### 3. Axon Support Equipment Policy

Axon Support are to use Axon supplied equipment to provide technical support. Our stringent security protocols and measures are designed to safeguard against unauthorized access, data breaches, and other cyber threats within Axon. Using Axon equipment ensures that our network remains secure and protected from potential vulnerabilities that may arise from incompatible or unverified devices.

If Remote access is restricted within your environment, Axon mandates the setup of a jump server or any other access solution. This configuration permits Axon to utilize remote tools to access the servers hosting Axon's software, ensuring seamless troubleshooting capabilities while maintaining security standards.

In cases where remote access is not feasible for troubleshooting purposes, field support may be necessary. Please note that field support may incur additional costs, which will be communicated and agreed upon during the contract stage.

#### Return of Merchandise Authorisation (RMA)

The *Axon Evidence Device Return Service* provides Customers with the ability to manage return merchandise authorization (RMA) requests within Axon Evidence.com. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. The hardware warranty will be dependent on the Customer's specific agreement with Axon and levels covered.

The Axon Return Service provides Customers with the ability to manage return merchandise authorization (RMA) requests within Axon Evidence.com or MyAxon.com. Authorized users will be able to create, submit, and track device returns for their agency in one place. The hardware warranty will be dependent on the Customer's specific agreement with Axon and levels covered.

Axon aims to have replacement devices shipped to the Customer within 72 hours of receipt of the faulty device (excluding weekends or public holidays). Due to regulations by Country this may take up to 14 days for a shipment to be sent.

Targeted Replacement Time:

Axon aims to have replacement devices shipped to the Customer within 48 hours of receipt of the faulty device (excluding weekends or public holidays).

#### **Exclusions**

The Return of Merchandise Authorisation does not apply to services or hardware not within Axon's control. Axon's customer support will provide detail on return times as soon as possible to the Customer's point of contact.

***N.B. Tasers (conducted electrical devices) are not covered under the terms of this Return of Merchandise Authorisation. Customers are requested to contact Customer support directly to report a faulty Taser device.***

**Solicitation Number: 101223****CONTRACT**

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

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

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

**1. TERM OF CONTRACT**

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

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

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

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

## 3. PRICING

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

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

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

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

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

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

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

## 7. CUSTOMER SERVICE

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

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

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

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

## 11. INDEMNITY AND HOLD HARMLESS

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

## 12. GOVERNMENT DATA PRACTICES

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

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

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

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

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

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

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

#### 14. GOVERNING LAW, JURISDICTION, AND VENUE

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

#### 15. FORCE MAJEURE

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

#### 16. SEVERABILITY

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

#### 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

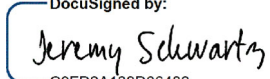
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

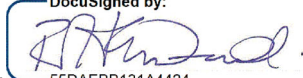
**22. CANCELLATION**

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

Sourcewell

Axon Enterprise, Inc.

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

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

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

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

Exhibit A  
Axon Master Services and Purchasing Agreement (MSPA)



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

1. **Definitions.**

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

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

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

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

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

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

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

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

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**fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

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

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



18. **General.**

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

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

**AXON:**

**AGENCY:**

Choose an item.

\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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



## Master Services and Purchasing Agreement for Agency

### Axon Cloud Services Terms of Use Appendix

1. Definitions.
  - a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
  - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
  - c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
  - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
  - a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
  - b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
  - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
  - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
  - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
  - d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

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may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

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



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### Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
  - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1<sup>1</sup>. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
  - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

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



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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

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



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### Professional Services Appendix

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

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

#### System set up and configuration

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

#### Dock configuration

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

#### Best practice implementation planning session

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

#### System Admin and troubleshooting training sessions

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

#### Axon instructor training (Train the Trainer)

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

#### Evidence sharing training

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

#### End user go-live training and support sessions

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

#### [Implementation document packet](#)

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

#### Post go-live review

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

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Dock access

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### Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

### Axon instructor training (Train the Trainer)

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

### End user go-live training and support sessions

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

### [Implementation document packet](#)

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

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

### System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

### Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

### Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

### System Admin and troubleshooting training sessions

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

### Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

### TASER CEW inspection and device assignment

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

### Post go-live review

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

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

### Archival of CEW Firing Logs

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



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### Return of Old Weapons

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

\*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure agency settings based on Agency need
- Troubleshoot IT issues with Axon VR headset

#### Axon instructor training (Train the Trainer)

Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

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

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure agency settings based on Agency need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

#### Axon instructor training (Train the Trainer)

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

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

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

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

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13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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### Technology Assurance Plan Appendix

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

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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### TASER 7 Appendix

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

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6<sup>th</sup>) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

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

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
  - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



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- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
  - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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### TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

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

<b><u>Agency Size</u></b>	<b><u>Days to Return from Start Date of TASER 10 Subscription</u></b>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term.** The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights.** Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.



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### Axon Auto-Tagging Appendix

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

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
  - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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### Axon Fleet Appendix

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

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

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6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
  - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
  - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
  - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
  - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
  - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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### Axon Respond Appendix

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

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



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### Add-on Services Appendix

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

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
  - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
  - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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### Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
  - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



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### Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

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



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### Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
  - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
  - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
  - 3.5. use trade secret information contained in Axon Evidence Local;
  - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
  - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
  - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.



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### Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

#### 1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

#### 2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

#### 3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

#### 4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

#### 5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



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- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
  - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



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### Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



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### Axon Channel Services Appendix

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

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

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



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### VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
  - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
  - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.



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### Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Agency.
2. **Full-Time TAM Scope of Services.**
  - 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
  - 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.
  - 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.
  - 2.4. The Full-Time TAM **Service options are listed below:**

#### Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks  
 Maintaining **Agency's Axon Evidence account**  
 Connecting Agency to "Early Access" programs for new devices

#### Account Maintenance

Conducting on-site training on new features and **devices for Agency leadership team(s)**  
 Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**  
 Conducting weekly meetings to cover current issues and program status

#### Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows  
 Comparing **Agency's Axon usage and trends to peers to establish best practices**  
 Proactively monitoring the health of Axon equipment and coordinating returns when needed

#### Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices  
 Proactively monitoring the health of **Axon equipment**  
 Creating and monitoring RMAs **on-site**  
 Providing Axon app support  
 Monitoring and testing new firmware and workflows before they are released to Agency's production environment

#### Agency Advocacy

Coordinating **bi-annual voice of customer meetings with Axon's Device Management team**  
 Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**
  - 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
  - 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.
  - 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.
  - 3.4. The Regional TAM service options are listed below:



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<p><b>Account Maintenance</b>          Conducting remote training on new features and <b>devices for Agency's leadership</b>          Thoroughly documenting issues and workflows and suggesting new <b>workflows to improve the effectiveness of the Axon program</b>          Conducting weekly conference calls to cover <b>current issues and program status</b>          Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices</p>
<p><b>Direct Support</b>  <b>Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices</b>          Creating and monitoring RMAs remotely</p>
<p><b>Data Analysis</b>          Providing quarterly Axon <b>usage data to identify trends and program efficiency opportunities</b>          Comparing an <b>Agency's Axon usage and trends to peers to establish best practices</b>          Proactively monitoring the health of Axon equipment and coordinating returns when needed</p>
<p><b>Agency Advocacy</b>          Coordinating bi-yearly Voice of <b>Agency meetings with Device Management team</b>          Recording and tracking Agency feature requests and major bugs</p>

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.



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### Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



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### My90 Terms of Use Appendix

#### Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.
- 1.3. **"Agency Data"** means
  - 1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.
  - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.
  - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
  - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.
  - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Agency Owns My90 Agency Content.** Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.
9. **Required Disclosures.** Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
  - 10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
  - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Agency Use of Aggregated Survey Response.** Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfillment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Agency Content.** With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

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## Master Services and Purchasing Agreement for Agency

that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

- 15. Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
- 16. Data Retention.** Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
- 17. Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.
- 18. Managing Data Shared.** Agency is responsible for:
- 18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
  - 18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;
  - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;
  - 18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;
- 19. Prior to enrollment in My90.** Prior to enrolling in My90, Agency will:
- 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
  - 19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and
  - 19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.
- 20. Agency Responsibilities.** Agency is responsible for:
- 20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;
  - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and
  - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.
- 21. Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

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## Master Services and Purchasing Agreement for Agency

risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

**22. My90 Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



## Master Services and Purchasing Agreement for Agency

### Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
  - 1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;
  - 1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;
  - 1.3. Distribution of survey via multiple distribution channels such as text message;
  - 1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;
  - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
  - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;
  - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
  - 1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

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

## Vendor Details

Company Name: Axon Enterprise, Inc.  
 Does your company conduct business under any other name? If yes, please state: AZ  
 Address: 17800 N. 85th Street  
 Scottsdale, Arizona 85255  
 Contact: Sales Ops  
 Email: contracts@axon.com  
 Phone: 480-905-2000  
 Fax: 480-991-0791  
 HST#: 86-0741227

## Submission Details

Created On: Wednesday August 30, 2023 10:37:47  
 Submitted On: Wednesday October 11, 2023 15:09:59  
 Submitted By: Sales Ops  
 Email: contracts@axon.com  
 Transaction #: af6bb863-0ce1-46b3-8191-7a3da35d0e85  
 Submitter's IP Address: 69.207.124.95

## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Axon Enterprise, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities: <ul style="list-style-type: none"> <li>• Axon Enterprise Holding Company, LLC, organized in the United States</li> <li>• Viewu, LLC, organized in the United States</li> <li>• Dextro, Inc., organized in the United States</li> <li>• Familiar Inc., organized in the United States</li> <li>• Mediasolv Solutions Corporation, organized in the United States</li> <li>• Axon Public Safety B.V., organized in the Netherlands</li> <li>• TASER Holland B.V., organized in the Netherlands</li> <li>• Axon Public Safety Canada, organized in Canada</li> <li>• Axon Public Safety U.K. Limited, organized in the United Kingdom</li> <li>• Axon Public Safety Australia Pty Ltd., organized in Australia</li> <li>• Axon Public Safety Germany SE, organized in Germany</li> <li>• Axon Public Safety Southeast Asia LLC, organized in Vietnam</li> <li>• Axon Public Safety Finland Oy, organized in Finland</li> <li>• Axon Public Safety India Private Limited, organized in India</li> <li>• Axon Public Safety Hong Kong Limited, organized in Hong Kong</li> <li>• Axon Enterprise Italia S.r.l., organized in Italy</li> </ul>
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Axon Enterprise, Inc. is also referred to as Axon.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	TBW7MGPYURM7
5	Proposer Physical Address:	17800 N. 85th St. Scottsdale, AZ 85255-6311
6	Proposer website address (or addresses):	<a href="http://www.axon.com">http://www.axon.com</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert Driscoll 17800 N. 85th St. Scottsdale, AZ 85255-6311 bobby@axon.com 1-408-502-6257
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kenneth Maum 17800 N. 85th St. Scottsdale, AZ 85255-6311 kmaum@axon.com 1-315-251-5882
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Forbrich 17800 N. 85th St. Scottsdale, AZ 85255-6311 aforbrich@axon.com 1-301-356-5253

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *

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

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

<p>17</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>AXON EVIDENCE Axon's compliance demonstrates our commitment to trustworthy platform and offers customers a way to understand the controls that have been put in place to secure Axon Evidence and their data. Axon holds the following certifications, in partnership with Microsoft Azure, for Axon Evidence.</p> <ul style="list-style-type: none"> <li>• CJIS Compliant</li> <li>• ISO/IEC 27001:2013 Certified - Information Security Management Standards</li> <li>• ISO/IEC 27018:2014 Certified - Code of Practice for Protecting Personal Data in the Cloud</li> <li>• CALEA Standard 17.5.4 Compliant</li> <li>• SOC 2+ Report</li> <li>• Cloud Security Alliance - CSA STAR Attestation (Level Two)</li> <li>• Cloud Security Alliance - CSA STAR Self-Assessment (Level One)</li> <li>• FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (PATO) at the Moderate Impact Level (applicable only to the US Federal Region of Axon Evidence). Axon has achieved a FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level.</li> </ul> <p>Axon's Compliance website (<a href="https://www.axon.com/trust/compliance">https://www.axon.com/trust/compliance</a>) includes additional information on our security certifications as well as copies of certificates and compliance documentation.</p> <p>AXON BODY CAMERAS Batteries used in Axon body-worn cameras meet the following safety standards.</p> <ul style="list-style-type: none"> <li>• UL1642</li> <li>• UL2054</li> <li>• IEC 62133 AXON</li> </ul> <p>FLEET</p> <ul style="list-style-type: none"> <li>• The Axon Fleet solution is wholly FCC certified, the Axon Fleet camera FCC ID is X4GS00947.</li> <li>• Per the component-based standards as set by Electronic Industries Association (EIA), Axon Fleet utilizes industry standard components, which meet all necessary standards for sale and use in the United States.</li> <li>• Axon Fleet's communication interfaces are designed to IEEE 802.15.1 and IEEE 802.11 guidelines and is IEC 60529 and IEC55022 compliant.</li> <li>• Axon Fleet has been tested to and meets ISO 16750-2:2012, ISO 17215-1:2014, and ISO 13766:2006.</li> <li>• The system hardware components of the system are low-voltage devices. Axon Fleet batteries comply with UL 1642 and UL 2054.</li> <li>• Axon Fleet batteries are UL 1642 compliant.</li> </ul> <p>QUALITY ACCREDITATIONS MANUFACTURING</p> <ul style="list-style-type: none"> <li>• ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards.</li> <li>• ISO 14001 - Environmental</li> </ul> <p>INFORMATION SECURITY</p> <ul style="list-style-type: none"> <li>• ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application.</li> </ul>
<p>18</p>	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Axon has not been suspended or disbarred in the past ten years.</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> <li>Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. <a href="https://www.comparably.com/companies/axon">https://www.comparably.com/companies/axon</a></li> <li>In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience.</li> <li>Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019.</li> <li>In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks &amp; Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more.</li> </ul>
20	What percentage of your sales are to the governmental sector in the past three years	50%
21	What percentage of your sales are to the education sector in the past three years	4%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<ul style="list-style-type: none"> <li>Sourcewell Contract #010720 AXN: \$775M+</li> <li>Texas BuyBoard 603-20 (CEW only): \$15M+</li> <li>City of Charlotte CCPA Contract 2022000665: \$25M+</li> <li>League of Oregon Cities (fka NPP) Contract No. PS20270: \$110M+</li> <li>New York State Police Contract No. PA01857: \$595K+</li> <li>State of Arizona No. BPM002192/CTR049284-1: \$10M+</li> <li>State of Delaware PA for LOC Contract No. GSS20808-TASERS: \$90K+</li> <li>State of Kansas Contract No. 42523: \$4M+</li> <li>State of Michigan Contract No. 071B4300067: \$4M+</li> <li>State of Minnesota Contract 199111: \$1M+</li> <li>State of New Jersey T0106/17-FLEET-00738: \$95M+</li> <li>State of Oregon CEW Contract No. 8913: \$400K+</li> <li>State of Pennsylvania Contract No. 4400019257: \$18M+</li> <li>Washington State DES Contract No. 04220 for CEW: \$960K+</li> </ul> <p>Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years.</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Axon does not hold any GSA contracts.

**Table 4: References/Testimonials**

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

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

**Table 5: Top Five Government or Education Customers**

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

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

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *

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

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

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Customers can initiate live phone support 24 hours a day, seven days a week by calling the support center at +1-800-978-2737 (extension 2), or via email at Support@axon.com.</p> <p>Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon ecosystem.</p> <p>Calls are first routed to the Tier 1 technical support team. Through troubleshooting, they can resolve most calls. If at any point an issue needs to be escalated to a higher technical tier, the call may be immediately transferred to a Tier 2 support specialist, or a phone number may be taken for a callback, depending on call volume and issue complexity.</p> <p>The following describes our levels of support available by tiers (based on the nature and criticality of the issue):  <b>TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS</b>  <ul style="list-style-type: none"> <li>• Frequently asked questions (FAQs)</li> <li>• Product navigation</li> <li>• Feature clarification</li> <li>• Standard queries</li> <li>• Assistance with known solutions</li> </ul> <b>TIER 2 TECHNICAL SUPPORT</b>  <ul style="list-style-type: none"> <li>• Advanced Product trouble shooting</li> <li>• Advanced Axon Evidence Configuration</li> <li>• Any Escalated issues from Tier 1 support</li> </ul> <b>TIER 3 ENGINEERING SUPPORT</b>  <ul style="list-style-type: none"> <li>• Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation The targeted response time for critical problems is one business day.</li> </ul> <p>The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks.  Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month.</p> <p>Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This assesses customer satisfaction and ensures that cases are handled in a timely manner.</p> </p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Axon is willing to provide all included products and services to Sourcewell participating entities in the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Axon is willing to provide all included products and services to Sourcewell participating entities in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no restricted areas in the United States or Canada for the proposed contract.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Axon will serve any participating sectors for the proposed contract.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Axon does not have any specific contract requirements related to Hawaii or Alaska for this contract.

**Table 7: Marketing Plan**

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

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Training is a standard part of all Axon programs and is included in the base cost of the program.</p> <p><b>Training Overview</b>                      Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training.</p> <p>We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase.</p> <p>Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below.</p> <p><b>Training Materials</b>                      Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist.</p> <p>Additional curriculum and support materials include, but are not limited to:</p> <ul style="list-style-type: none"> <li>Job Aids</li> <li>E-Learning Certification Programs</li> <li>Video Training Demonstrations</li> <li>Software Simulations</li> <li>Enrollment for Virtual Classes</li> <li>Recordings of Previous Classes and Demonstrations</li> <li>Sample Lesson Plans</li> </ul> <p><b>Key User Training (Train the Trainer)</b>                      End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified.</p> <p>This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance.</p> <p><b>System Administration Training</b>                      System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR.</p> <p>Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users.</p> <p><b>Axon Evidence User Training</b>                      If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance.</p> <p><b>Recommended Class Structure / Training Plan</b>                      Under this project, Axon will provide the following training classes:</p> <ul style="list-style-type: none"> <li>One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions.</li> <li>One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these sessions.</li> <li>One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions.</li> <li>Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users.</li> </ul> <p>The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class.</p> <p>Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately.</p> <p>While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of different customers.</p> <p>Additional Training Resources and Continued Learning</p>

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

Within Axon Academy, there are three different ways to learn:

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

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

CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras).

Training content is developed and maintained by Axon subject matter experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.

41 Describe any technological advances that your proposed products or services offer.

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

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

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

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

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

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

**ALPR**  
**INTEGRATED ALPR OVERVIEW**  
 Axon Fleet 3 revolutionizes daily patrol by fully integrating ALPR and evidence cameras into a single unit. This addition enables communities to make the most of ALPR coverage and helps identify more offenders, missing persons, and stolen vehicles when patrolling your communities.

Though most U.S. law enforcement agencies already use ALPR technology today, the cost to deploy and outfit an entire fleet of patrol vehicles can be very expensive. Fortunately, Axon Fleet 3's level of integration changes the economics of ALPR.

There is no additional installation required to enable ALPR meaning no additional equipment, drilling of holes, external mounting of hardware/cables, or complicated camera aiming/calibration processes.

**HOTLISTS**  
 The ALPR process starts by setting up hotlists within Axon Evidence. These hotlists are made up of known license plates and vehicles of interest that are either stolen, wanted for, or potentially associated with unlawful activity or missing persons. They often fall into the following categories:

- A list of license plates or vehicles known to be stolen
- A list of license plates or vehicles known to be associated with known or potential criminal activity such as gang involvement, watch lists, known associates of criminal activity, etc.
- A list of license plates or vehicles with administrative issues such as unpaid vehicle

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

**ALPR DETECTION**

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

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

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

**ALPR ALERTS**

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

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

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

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

**RESPONDING TO ALPR ALERTS**

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

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

**FLOCK ALPR INTEGRATION**

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

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>We take every action to minimize negative impacts to the environment. Axon rec and is fully compliant with all local, state, federal and foreign government requirements including U.S. EPA and O.S.H.A. standards. Axon is certified to ISO 14001.</p> <p>Axon is committed to excellence and leadership in protection of the environment. We strive to minimize adverse impact on the air, water, and land through excellence in pollution prevention and waste abatement. By preventing pollution at the source, we save resources, increase operational efficiencies, and maintain a safe and healthy work environment for our employees, visitors, contractors, and neighbors.</p> <p>Axon manages an on-premise waste minimization program. The objective is to reduce the quantity of non-hazardous solid waste produced, recycle materials, and reuse materials when possible.</p> <p>Other green initiatives in the building include in-house recycling and the use of variable frequency drives on our main exhaust systems and cooling towers, which allow for more efficient methods of using energy. Our Scottsdale office has on-premise xeriscape, which conserves water by eliminating the need for supplemental water from irrigation. Our Scottsdale headquarters and surrounding buildings use 60% and 95% LED lighting, respectively, which produces less heat and uses less energy. We supplement this with having large windows around the offices, which brings in ample natural light and saves electricity.</p> <p>5 to 10 percent of the plastics we use in manufacturing our products are made of recycled materials. In addition, we substitute non-hazardous or less toxic material in our manufacturing processes when feasible.</p> <p>Examples are:</p> <ul style="list-style-type: none"> <li>• Substituting an alcohol-based glue accelerator for an aliphatic petroleum-based product</li> <li>• Replacing the gluing system with a less hazardous two-component epoxy</li> </ul> <p>In conjunction with the following practices, Axon has invested in re-usable material handling systems, much of which is also recyclable.</p> <ul style="list-style-type: none"> <li>• Use of corrugated materials exceeding 35% post-consumer recycled content</li> <li>• Use of other packaging materials that contain recycled content and are recyclable in most local programs</li> <li>• Both the printed and corrugated boxes used to ship our products to customers (and the protective foam used in shipping) are recyclable</li> <li>• We promote waste prevention and source reduction by reducing the extent of the packaging and/or offering</li> <li>• To minimize packaging waste on larger orders, 'bulk packaging' was developed</li> <li>• We also employ packaging take-back services and shipping carton return</li> <li>• We reduce and/or eliminate the use of materials which have been bleached with chlorine or chlorine derivatives Axon engages in the following practices that serve to reduce or minimize effects on the environment, including, but not necessarily limited to the following.</li> <li>• Corrugated boxes are broken down and processed for recycling</li> <li>• Offices and dining areas contain recycling bins in addition to trash bins to minimize waste and encourage employee participation in green initiatives</li> <li>• Axon Employee Transportation programs are in place using company supplied vans that reduce congestion on the roadways and carbon monoxide emissions into the environment.</li> <li>• We are compliant with laws pertaining to</li> </ul>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Axon is certified to ISO 14001.</p> <p>Axon also utilizes a green IaaS provider, Microsoft Azure; this partnership extends our focus and investment on a sustainable future and that will have positive global impact. The datacenters are 100 percent carbon neutral and rely on a larger percentage of wind, solar and hydropower electricity over time. Today roughly 44% of the electricity used by datacenters comes from these sources. The goal is to pass the 50 percent milestone, move to the top 60 percent early in the next decade, and then to keep improving from there.</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Axon does not hold any WMBE, SBE, or veteran-owned business certifications.</p>

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Axon has long made the priorities of law enforcement our own, and their challenge to solve. When Members partner with Axon, they're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of our Axon Ecosystem made up of connected devices and apps, Members can better position themselves to keep their officers and community safe.</p> <p>Axon provides hardware and software solutions to law enforcement agencies throughout the globe and is proud to work with the following clients to implement the technology used to help increase workflow efficiencies, reduce incidents, and protect the truth. Some of our largest customers include:</p> <ul style="list-style-type: none"> <li>• London Metropolitan Police Service, London UK</li> <li>• Los Angeles, CA Police Department</li> <li>• Calgary Police Service, AB</li> <li>• Charlotte-Mecklenburg, NC Police Department</li> <li>• Fort Worth, TX Police Department</li> <li>• Dallas, TX Police Department</li> <li>• San Diego, CA Police Department</li> <li>• Baltimore City, MD Police Department</li> <li>• Baltimore County, MD Police Department</li> <li>• Memphis, TN Police Department</li> <li>• Washington, DC Metropolitan Police Department</li> <li>• Denver, CO Police Department</li> <li>• Cincinnati, OH Police Department</li> <li>• Atlanta, GA Police Department</li> </ul> <p>Because our solutions are deployed by thousands of law enforcement agencies across the globe, we are experienced in the development of technology at scale and put a great deal of emphasis on improving our end-user's ease of use. By demonstrating a large investment in research and development—with expenses reaching \$76.9 million, \$55.4 million, and \$30.6 million in 2018, 2017, and 2016, respectively—we are committed to identifying improvements and developing new and innovative solutions.</p> <p>As a member of some of the most prestigious associations across the country, Axon is dedicated to staying involved—and through our participation—we hope to continue building on our understanding of the issues Members face while staying apprised of the conversations affecting the communities they serve. Axon is proud to be a part of the following associations.</p> <ul style="list-style-type: none"> <li>• The International Association of Chief of Police (IACP)</li> <li>• The Major City Sheriff's Association (MCSA)</li> <li>• The National Organization of Black Law Enforcement Executives (NOBLE)</li> <li>• The FBI National Academy Associates (FBINAA)</li> </ul> <p>Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing Members with post-sales and post-deployment support.</p> <p>Whether that be troubleshooting assistance, technical support, or help with understanding a new feature, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer Members the support you should expect from a service provider. This support includes:</p> <ul style="list-style-type: none"> <li>• Notifying customers of important firmware and hardware updates, identifying bugs, and addressing general issues</li> <li>• Fulfilling hardware refreshes and deployment of new equipment</li> <li>• Conducting Quarterly Business Reviews with customers</li> <li>• Identifying important customer feature requests</li> </ul> <p>Our goal is to provide Members with the necessary assistance to help make the most of the solutions you count on every day.</p>
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**Table 9: Warranty**

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

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

**Table 10: Payment Terms and Financing Options**

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

**Table 11: Pricing and Delivery**

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

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

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Axon utilizes Salesforce as our CRM tool and Microsoft Dynamics AX as our enterprise resource-planning tool. Salesforce has the Sourcewell contract skus built in.</p> <p>A salesperson requesting a quote for a Sourcewell contract must use these skus, and our formal quoting team creates the quote, adding a further layer of review to ensure that the quote is produced correctly.</p> <p>Quarterly, our Sales Operations team runs standard reports to review all prospects that closed during the prior quarter using a cooperative contract. This information is confirmed within our resource planning tool to ensure that any prospects that have closed, but not yet shipped are accounted for.</p> <p>The collected information is used to calculate the administrative fees owed to Sourcewell.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Axon will track the following internal metrics to measure success with the contract:</p> <ul style="list-style-type: none"> <li>• The number of agencies who utilize the cooperative</li> <li>• The dollar amount of sales associated with the cooperative</li> <li>• The Length of time it takes to update the contract after new products/services are announced by Axon.</li> </ul>
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Axon proposes 1.05% on all equipment, products and services to all participating entities.</p>

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

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

leave the vehicle at a moment's notice.

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

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

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

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

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

#### Axon Body 3

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

#### AB3 Features and benefits

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

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

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

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

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

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

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

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

#### Fleet 3 with ALPR

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

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

#### Features and Benefits

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

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

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

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

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

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

EMBEDDED AXON SIGNAL TECHNOLOGY tied to configurable triggers that

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

#### Axon Signal Sidearm

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

#### Axon Respond+

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

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

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

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

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

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

#### Axon Community Request+

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

#### Axon Interview Room

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

#### Axon Device Manager

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

#### Managing Evidence

##### Axon Evidence

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

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

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

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

Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser. Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features. Unlimited storage

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

Third-party video support

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

Auto-transcribe

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

Auto-tagging

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

Axon Records

Axon Records is a cloud-based database application, that is intended to help improve incident reporting based on customized forms and automation tools. Axon Records is fully integrated with Axon Evidence, as well as other devices in the Axon Ecosystem, such as body-worn cameras and TASER energy weapons. Axon Records is designed to make report writing more efficient, and submission and review processes faster, by generating information from the Axon Ecosystem of connected devices and software. Direct access to Axon Evidence allows users to seamlessly attach digital evidence from TASER devices, cameras, and citizen smartphones to an incident. Axon Records reports are collaborative in nature and can be shared with involved officers, partner agencies, and prosecutors. Cases developed in Axon Records are automatically created in Axon Evidence. With this connectivity, agencies can access agency-wide data that can be reviewed and imported into Axon Records’ reporting modules, thus offering improved efficiency, and helping to ease your administrative burden.

**Axon Investigate**

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

**Improving Performance****Axon Performance**

Axon Performance is a module within Axon Evidence that provides two capabilities: reviewing individual evidence entries and managing overall performance. Axon Performance is designed to reduce the amount of time field supervisors spend reviewing compliance with agency policies and programs. With Axon Performance, agencies streamline the supervisor review and enable supervisors to deliver tailored personnel training and feedback to ensure that teams are operating within agency guidelines and policies. While using Axon Performance, supervisors or managerial-level staff can review electronic evidence, leave feedback on findings to be added to the Audit Report, and add inspection notes all within the Review pane. As shown below, Axon Performance provides an easy-to-use interface to review video and mark pre-defined items, as well as enter more descriptive notes. Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics. Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set.

**Axon Standards**

Axon Standards is an internal affairs tool in Axon Evidence that assists with report writing and tracking of officer-involved events such as use-of-force, injury, or pursuit incidents. Supervisors, Professional Standards, or Internal Affairs (IA) units can streamline their report writing duties by having direct access to any associated digital evidence and take advantage of predictive typing, task delegation, and data management features. System administrators can create custom forms specific to an agency's policies, design routing and approval processes to match your workflows, and create automated alerts so that reports are not bottlenecked for review. With Axon Standards, users can also access interactive reports to help provide data-driven insights and quicker investigative outcomes. These reports can help supervisors and leaders in the chain of command to thoroughly investigate staff-involved incidents, ultimately leading to better transparency amongst the community

**Axon My90**

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

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

Axon Virtual Reality (VR) Training is an immersive training program that uses virtual reality hardware and software to enhance officer performance, critical thinking, and de-escalation skills. The solution is fully wireless and is made up of VR headsets, controllers, tablets, and integrated software. Axon VR Training allows training at the station or a remote location, with its quick set-up experience and minimal amount of hardware. The solution has a small form factor, meaning there is no longer a need for a training room dedicated to housing cameras, truss systems, backpacks, or computers. Axon VR Training is very portable, and no complex room calibration is required. The innovative Axon VR Training software is comprised of three core elements: Community Engagement Training, Simulator Training, and Axon Academy.

70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For video surveillance, our products generally fall into the categories of: <ul style="list-style-type: none"> <li>- Body-worn cameras</li> <li>- In-vehicle camera solutions</li> <li>- Interview Room solutions</li> <li>- Digital Evidence Management Systems</li> </ul>
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**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

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

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cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. Axon can build custom interview rooms to meet your specific needs. Available options include:

- Overt and Covert Cameras
- Covert Camera Enclosures
- Microphones
- Physical or Virtual Recording Servers
- Touch Panels
- Software application for workstations
- POE Switches
- Point-to-zoom cameras
- In-room remote viewing indicator lights
- Motion-detector camera activation
- Button-Push / Toggle switch camera activation

Detectives responsible for conducting interviews will have access to an easy-to-use solution that will reliably capture crucial statements and important body language. This evidence can then be reviewed later and used when building a case. The system is controlled with touch panels that are pre-installed with Axon Interview software. With a simple tap of the screen, detectives can start an interview from either inside or outside of the interview room. The touch panel also unlocks time-saving workflows that can be leveraged during an interview—such as metadata entry to make evidence management easier, audio/video masking to protect individual privacy, note-taking tools, and bookmarking features to flag points of interest in an interview for later review. Additionally, command staff or other personnel can keep track of interviews as they happen through Axon Interview's Live Streaming application. The personnel can view multiple rooms at once and add notes and markers to an interview in progress. For security, access to interview rooms via livestream can be password protected.

Features and benefits

- REDUNDANT ON-PREMISE STORAGE SERVERS to prevent the loss of critical evidence if a connectivity issue were to occur prior to uploading to the cloud
- A CONTINUOUS RECORDING BUFFER that temporarily stores audio and video to local servers, which allows agencies to retrieve evidence if a user forgot to start a recording
- A SECURE EVIDENCE UPLOAD PROCESS TO AXON EVIDENCE that protects the chain of custody and offers cloud-based storage

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73	Video capable threat and weapons detection.	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Fleet 3 in-vehicle camera solution offers integrated Automatic License Plate Recognition technology. This technology can be used in combination with pre-defined criteria to alert based on a number of factors, such as a vehicle being stolen, or as part of an active search.	*
74	Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Axon Signal technology utilizes Bluetooth to activate nearby cameras in certain situations. This can be based on activating a TASER, withdrawing a weapon armed with Axon Signal Sidearm, and a variety of 12-volt signals in the vehicle, including, for example, activating sirens, a crash, or opening doors.  Certain Axon Interview cameras can be configured to activate based on motion.	*

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<p>75</p>	<p>Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.</p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>	<p>Axon Evidence is a scalable based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system. Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence. Please see the attached solution description for detailed information on Axon Evidence.</p> <p>Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions. Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or "capture" aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the "capture to courtroom" workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow.</p> <p>Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence.</p> <p>Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser.</p> <p>Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features.</p>
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76 Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.

Yes  
 No

**Docking stations**  
 The Axon Body 3 cameras are compatible with two types of docks—an 8-bay Dock and a 1-bay Dock. Each dock is designed to charge the camera or cameras, and provide a connection to our DEMS, Axon Evidence, to securely upload evidence and receive the newest operating system updates or configuration changes. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a images and specifications.  
 Each dock function as an Ethernet adapter, an unmanaged network switch, and charger. All Axon Body 3 cameras are compatible with any Axon Body 3 Dock. All that is required to install an Axon Body 3 Dock, is the supplied Ethernet cable, an active internet port that connects to your network, and the included power cord. Upload rates average 30 MBPS withing a dock.  
 Each time the Axon Body 3 camera is docked, the time is automatically checked and reset. The dates and timestamps sync with the atomic clocks at the National Institute of Standards and Technology (NIST) and cannot be altered, which protects the chain of custody. The timestamp can be displayed in local or UTC.  
 Axon also provides an option for Wall Mount Brackets, which were designed to minimize the device-storage footprint, as well as provide easy access to your device(s). The docks are typically mounted at an angle to help keep devices connected and operating lights visible.

**Mounts**  
 The Axon Body 3 camera is a self-contained audio-visual unit with no external wires. The camera utilizes a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a detailed list with images of all mounting options. Whether your officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With

			<p>either option, officers can use our secure mounting system with RapidLock technology to help capture truth.</p> <p>The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy.</p> <p><b>Axon Body 4 Point of View Module</b> The Axon Body 4 camera offers an easily integrated point-of-view camera called the Axon Flex POV Accessory. The Flex POV module does not require charging or offload. When a Flex POV module is connected, Axon Body 4 will buffer and record from the POV module perspective. When the POV module is disconnected, Axon Body 4 will automatically switch back to the Body Worn Camera perspective.</p> <p>When a Flex POV module is connected to a user's camera for the first time, Axon Body 4 will prompt the user to set the POV orientation. The orientation of the POV module can be determined using the letter on the top of the POV module when mounted. Once set, orientation can be updated using the camera menu.</p> <p><b>Axon Body 4 Quick Disconnect Charger</b> While the Axon Dock is the primary means of charging, the Axon cameras can be charged by any electrical charger with a USB connector. The Axon Body 4 uses a USB 3.0, Type-C receptacle. This flexibility allows an officer to charge a camera from any location with a USB-compatible power source. The Axon Body 4 also includes a magnetic disconnect charger for additional ease of charging.</p>
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>A successful program depends on the ease of implementation and the experience of the deployment team. Axon's Professional Services (PSO) team includes experienced professionals who have completed hundreds of deployments covering hundreds of thousands of cameras, as well as the supporting evidence management systems.</p> <p>Axon's PSO, data migration, training and Fleet installation teams have extensive experience helping agencies of all sizes implement their body-worn and in-car camera programs. By offering dynamic deployment plans, experienced deployment teams, and a solution developed in-house specifically for public safety, Axon is uniquely positioned to provide customers with an effective deployment, training, and</p>

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

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

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

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

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

Our programs typically include items required to:

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

managing all body-worn L  
plans.

- Create your initial configuration in Axon Evidence;
- Train your administrators;
- Install your in-car cameras and,
- Provide long term support.

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

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

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

- POLICY MAKERS – Stakeholders such as command staff and community leaders should be included when developing body-worn and in-car camera policies.
- FIELD TRAINING OFFICERS – Officers who represent the end users of the devices.
- EVIDENCE CUSTODIANS –

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

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

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

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

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

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

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

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

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

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

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classify evidence as "Evidence" whereas in your CCTV system you may classify evidence as "Offense". Axon's migration process allows customers to visualize and map out how they want this information to appear in Axon Evidence. Axon will work with customers to design a metadata mapping schema for Axon Evidence based on the metadata tags and fields from the legacy system. Based on this mapping schema, an Axon Field engineer will use our automated tools to map the desired metadata to fields, pre-append any audit information into Axon Evidence audit logs and upload the assets with this information populated in Axon Evidence. Axon will demonstrate this migration in a test environment for customers to review and sign off that the data is uploaded and organized as desired. Ingesting and pre-appending the audit trail for each piece of evidence maintains full evidentiary integrity as you migrate systems automatically. This allows Axon Evidence to be a single source of truth detailing the lifespan of your evidence. Upon sign-off, Axon will install the migration tools and initiate upload into the live environment. The upload of historical data will commence after all legacy cameras are decommissioned to ensure that no evidence is lost in the transition.

Training

Training Overview

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

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

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

Training Materials

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

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

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

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

Key User Training (Train the Trainer)

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

System Administration Training

System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR.

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

Axon Evidence User Training

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

Recommended Class Structure / Training Plan

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

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

sessions.

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

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

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

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

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

**Additional Training Resources and Continued Learning**

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

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

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

**CERTIFICATION PROGRAMS** – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras).

Training content is developed and maintained by Axon subject matter

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

**Fleet 3 Installation**

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

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

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

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

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

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

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

Long Term Support

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

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

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

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

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

24/7/365 Technical Support

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

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

**Table 15: Industry Specific Questions**

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

ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Information in the Cloud  
 CALEA Standard 17.5.4 Compliant  
 HIPAA and HITECH  
 AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence)  
 Cloud Security Alliance - CSA STAR Attestation (Level Two)  
 Cloud Security Alliance - CSA STAR Self-Assessment (Level One)  
 Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508

#### BWC Security Overview

Law enforcement data is among the most sensitive in the world and, with Axon's robust information security program, we can help keep that data protected at all times. Our latest body-worn camera, Axon Body 3, includes a number of security features that help keep your valuable evidence and other information safe. Both physical and software approaches ensure the security of data even if the camera is lost or stolen, and help you maintain a proper chain of custody.

#### Physical Security

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

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

#### Software/Firmware Security

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

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

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

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

HASH TREE IMPLEMENTATION – Facilitates multiple layers of forensic integrity;

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

#### Secure Transfer

##### The Secure Upload Process

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

During offload from the camera to Axon Evidence:

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

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

<p>79</p>	<p>Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.</p>	<p>As a cloud-based system, Axon Evidence’s architecture is modular, scalable and extensible. All data is stored in the Evidence instance at a Microsoft Azure data center. Managing the vast amount of digital evidence available to agencies today can be overwhelming. Especially when the burden is on end users to keep evidence organized—no matter the source. This becomes even more difficult when digital evidence is stored in various locations, on different devices, and across many platforms.</p> <p>Axon’s unlimited third-party storage plan—which includes storage for both Axon-captured evidence and third-party evidence—offers agencies a modernized approach to digital evidence management that is affordable, convenient, modular, secure and can scale to meet any storage requirements.</p> <p>With unlimited storage, Axon Evidence can be the main source of storage for all digital evidence. You can then easily manage, store, share, receive, and investigate your data all from a single system.</p> <p>To help with the usability of large data volumes, content that has not been viewed or accessed for six months may be moved into archival storage. Archived files are still searchable and can be retrieved with a single click.</p> <p><b>Interview Room</b>                  Axon Interview uses a local storage server to temporarily store video before upload to Axon Evidence. This is in place to ensure that no evidence is lost due to communications issues.</p> <p><b>Axon Body Worn Cameras</b>                  Axon cameras will never overwrite previously recorded footage. It is not possible to delete or modify any video content on the device; videos are only deleted from the camera once they completely and verifiably upload to the application. This safeguard ensures no video content is accidentally lost or altered.</p> <p>The Axon Body 3 has 64 GB of non-removable storage to house captured video files and the camera’s operating system. This is sufficient to hold 11 to 46 hours of recorded video (depending on resolution).</p> <p>The Axon Body 4 has 128 GB of non-removable storage on a solid state eMMC to house captured video files and the camera’s operating system. This is sufficient to hold 11 to 103 hours of recorded video (depending on resolution).</p> <p><b>Axon Performance</b>                  Axon Performance allows supervisors or managerial-level staff to review their agency’s body-worn camera, Fleet and TASER metrics.</p> <p>Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer’s skill set.</p> <p>Please see the attached solution overview for more information.</p> <p><b>Auto-transcription</b>                  As cases make their way through the justice system, an accurate transcript will be required at some point. Manual transcription typically takes 4-10 times longer to produce than the length of the actual audio, meaning there are often lengthy backlogs and budget constraints, which slow the delivery of admissible evidence. Furthermore, during the transcription process, transcribers are forced to repeatedly listen to potentially disturbing audio to ensure accuracy. To address these issues, Axon’s Transcription Assistant offers access to powerful artificial intelligence (AI) and an intuitive user interface (UI) to help make transcribing audio faster and more efficient.</p>
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80 Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.

Axon Evidence is a Digital Evidence Management System (DEMS), and benefit with Axon is that our full ecosystem of products natively integrates with Axon Evidence. There is never a need to worry about the core integration of evidence collection, storage and management as Axon provides all these capabilities.

Axon has a proven integration with situational awareness systems such as RapidSOS and Flock through our Axon Respond API. This API is fully developed and requires no additional work for customers. Generally, the situational awareness systems will begin polling Axon Respond continuously, providing real-time access to officer locations. The location data of both body-worn and Fleet cameras will flow into these systems for visualization on their display.

Integration with CAD/RMS

Auto-tagging is a feature that categorizes videos based on the correlated event metadata captured by the respective systems. Common data already collected by the CAD or RMS, such Event ID, Event Type, Officer Badge ID, and Dispatched and Cleared Times can be automatically associated with evidence, without the need for manual intervention.

Integrating a CAD or RMS system with Axon Evidence will save officers valuable time, because the majority of tags will be automatically added by the system. With auto-tagging, officers simply record videos with Axon body-worn or in-car cameras and upload them. Axon Evidence will use the data from the CAD and RMS solutions to apply the appropriate tags. Officers will still be able to add custom metadata tags in the field.

On a regular schedule, customers export a database-printout file to a specific folder from the CAD or RMS software. The printout file format, generally an .xml or .csv, is designed to comply with Axon Evidence requirements for integration.

Axon supplies a .NET 4.0 service "Integrator Application" on your server that monitors the selected folder. When the service detects the presence of a printout file, it encrypts the file using AES 256-bit encryption and sends it securely to Axon Evidence. After Axon Evidence confirms receipt of the file, the application deletes the local copy of the file.

Axon Evidence decrypts the printout file and parses the data found in the file. Using an algorithm, Axon Evidence determines which evidence file each piece of data applies to and tags those files appropriately. Evidence can be auto-tagged for 72 hours after upload, and then will require manual tagging.

When Axon Evidence finishes processing a batch of data received from the CAD/RMS solution, it sends the specified recipients a reporting email that includes summary results of the processing and detailed reports about evidence matched.

81	Describe how your system allows for secured sharing of videos - file sharing systems.	<p><b>Sharing Evidence</b>                  Axon Evidence enables users to share content with internal and external stakeholders without the need for additional licenses. This includes other agencies already using Axon Evidence or Axon Justice Premier, as well as external users who do not have Axon Evidence accounts.</p> <p><b>Sharing with Outside Agency Axon Evidence Users</b>                  Axon Evidence makes it easy to share evidence and cases with other Axon Evidence agencies, as well as those utilizing our Justice Premier solution for prosecutors and public defenders. Since these external users already have Axon Evidence credentials, shared evidence can be used in the same way as their own digital evidence. After evidence is added to Axon Evidence, a user can simply share the case with any of their trusted partner agencies with Axon Evidence credentials.</p> <p>As users share evidence with partner agencies, the partner agencies will only have access to the data a user has chosen to share via an access list. All unshared data remains completely unavailable.</p> <p>When files are shared with a partner agency, Axon Evidence sends a copy of the files and their associated metadata, which the partner agency can manage independently without affecting the original evidence. Any evidence that is shared is preserved in its original form in the sharer's instance of Axon Evidence.</p> <p><b>Sharing With Non-Axon Evidence Users</b>                  A user can share evidence with those who are not Axon Evidence users by emailing a download link to an external email address. Audit Trails, Table of Contents, and Transcripts, an Optional Message and the Duration in days that the share is active, can all be shared with the core evidence.</p> <p>All included documents will be made available via a ZIP folder, which a recipient can access without having to sign into an Axon Evidence account.</p> <p>There are no additional authorizations or licenses required by Axon to share files using this method. However, please note that access can no longer be centrally controlled once it is downloaded locally.</p> <p><b>Data Export</b>                  Users cannot modify original videos captured for chain of custody and chain of evidence reasons. If the original content or video evidence is uploaded as an MP4 it will be downloaded as an MP4 for review. Axon does not apply any proprietary formats when files are exported. This applies with any files such as PDF, DOC, AVI, WAV, MP3, AAC, etc. At the time of upload an SHA cryptographic hash function is generated and used to verify the integrity of the content uploaded. This SHA hash is also available at time of download for verification of authenticity.</p>
82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	<p>Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI).</p> <p>Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. <a href="http://www.axon.com/compliance">http://www.axon.com/compliance</a>.</p>

**Exceptions to Terms, Conditions, or Specifications Form**

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

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - 2023 Axon Pricebook - Sourcewell 2.0.xlsx - Tuesday October 10, 2023 15:41:59
  - [Financial Strength and Stability](#) - AXON\_2022\_AnnualReport.pdf - Tuesday October 10, 2023 15:42:15
  - [Marketing Plan/Samples](#) - Cooperative Contract Marketing Example.docx - Wednesday October 11, 2023 15:08:36
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:43:02
  - [Standard Transaction Document Samples](#) - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:42:43
  - [Upload Additional Document](#) - Product Descriptions.zip - Tuesday October 10, 2023 15:46:25
  - [Requested Exceptions](#) - Sourcewell RFP 101223 - Axon's Exceptions.docx - Tuesday October 10, 2023 15:42:34

**Addenda, Terms and Conditions****PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

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

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

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

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

Yes  No

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

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

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

**AMENDMENT #1  
TO  
CONTRACT # 101223-AXN**

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

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

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

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

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

**Sourcewell**

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

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

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

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

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

**AMENDMENT #2  
TO  
CONTRACT # 101223-AXN**

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

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

On April 28, 2025, the parties signed a Price and Product Change Request (PNP) amendment to expand Supplier’s product range to offer additional configuration choices for existing products.

NOW, THEREFORE, the parties wish to amend the Contract to add certain appendices related to that PNP, which are attached and incorporated into this Amendment, specifically:

- a. Appendix for AI Technology
- b. DEDRONE Product Appendix

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

**Sourcewell**

**Axon Enterprise, Inc. and its Canadian affiliate Axon Public Safety Canada, Inc.**

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

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

Date: 5/11/2025 | 10:31 PM CDT

Date: 5/7/2025 | 2:44 PM MST



## Master Services and Purchasing Agreement

### Appendix for AI Technology

This AI Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilize AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

#### 1. Definitions

**1.1 AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

**1.2 Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

**1.3 Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

#### 2. Scope and Usage

**2.1 Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

**Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

**Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

**User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

**Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

**End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

#### 3. Axon Responsibilities

**3.1 Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

**3.2 Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

**3.3 Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

**3.4 Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

**3.5 Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.



## Master Services and Purchasing Agreement

### 4. Customer Responsibilities

- 4.1 **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.
- 4.2 **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.
- 4.3 **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

- 5.1 **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.
- 5.2 **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.
- 5.3 **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One within a Quote, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.



## Master Services and Purchasing Agreement

### Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively “Dedrone Products”), this appendix and the following additional terms shall apply.

#### 1. Definitions

- 1.1 “**Dedrone Data**” means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace (“DedroneDNA”, formerly “DroneDNA”), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software
- 1.2 “**Dedrone Hardware**” means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.
- 1.3 “**Sensor**” means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.
- 1.4 “**Dedrone Software**” means (i) Axon’s proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon’s video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer’s Third-Party Hardware.
- 1.5 “**Third-Party Hardware**” means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

#### 2. Customer License

- 2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the “License”). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties
- 2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a (“Prohibited Use”).

#### 3. Customer Obligations

- 3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the “Specifications”) and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer’s responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer’s option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such



## Master Services and Purchasing Agreement

laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the DEDRONE Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the DEDRONE Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the DEDRONE Software.

#### 4. **Data Protection**

4.1 **Data.** If Customer licenses DEDRONE Software, as part of its operation, the DEDRONE Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the DEDRONE Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any DEDRONE Product; (ii) analyzing any DEDRONE Product or the performance of any DEDRONE Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any DEDRONE Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any DEDRONE Product resulting from such learning.

4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

#### 5. **Ownership.**

5.1 **Axon Property.** Axon owns and retains all right, title, and interest in and to the DEDRONE Data, Collected Data, the DEDRONE Software, and all intellectual property embodied in the DEDRONE Hardware, if the DEDRONE Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the DEDRONE Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the DEDRONE Products or any DEDRONE Data.

5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the DEDRONE Software and documentation are commercial computer software



## Master Services and Purchasing Agreement

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and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates.** The DEDRONE Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Phoenix AZ Office 4300 East Camelback Rd. Suite 460 Phoenix AZ 85018 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 862837122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: National Casualty Company	11991
	INSURER B: Scottsdale Ins Company	41297
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

**COVERAGES**      **CERTIFICATE NUMBER: 570114878682**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> see Prod Liab info all'd GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: Xc1 Prod/Comp Ops	Y	Y	NGO0001949 SIR applies per policy terms & conditions	08/08/2025	08/01/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG Excluded
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	NGO0001948	08/08/2025	08/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	UNS0000106	08/08/2025	08/01/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WCC600103A	08/08/2025	08/08/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Excess Liability policies, General Liability, Automobile Liability and Excess Liability policies evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. General Liability, Automobile Liability and Excess Liability policies evidenced herein is Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Workers Compensation, General Liability, Automobile Liability and Excess Liability policies.

<b>CERTIFICATE HOLDER</b> Deschutes County 1300 NW Wall Street 2nd Floor Bend OR 97703 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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Holder Identifier : 570114878682      Certificate No : 570114878682

AGENCY CUSTOMER ID: 570000007117

LOC #:



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570114878682			
CARRIER See Certificate Number: 570114878682	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Products Liability Schedule

Products/Completed Operations Coverage  
8/8/2025-8/1/2026:

Policy #034064091  
Lexington Insurance Company  
Claims Made Coverage Form - Products Liability  
\$15,000,000 Each Occurrence Limit  
\$15,000,000 Products/Completed Operations Aggregate Limit  
\$ 5,000,000 Per Occurrence Self Insured Retention

Policy #034064092  
Lexington Insurance Company  
Occurrence Coverage Form - Products Liability  
\$15,000,000 Each Occurrence Limit  
\$15,000,000 Products/Completed Operations Aggregate Limit  
\$ 5,000,000 Per Occurrence Self Insured Retention

# National Casualty Company

**ENDORSEMENT NO.** \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
NGO0001949	8/8/2025	Axon Enterprise, Inc.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

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AUTHORIZED REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

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COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ISO | Commercial Auto Forms | 11/01/16

Axon Enterprises, Inc.

NGO0001948

Effective: 8/8/2025

COMMERCIAL AUTO

CA 04 49 11 16

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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POLICY NUMBER: NGO0001949

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b></p> <p>As required by written contract or written agreement.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY**

**BLANKET WAIVER OF SUBROGATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Boiler and Machinery Coverage Part  
Commercial Automobile Coverage Part  
Commercial Crime Coverage Form/Commercial Crime Policy  
Commercial General Liability Coverage Part  
Commercial Inland Marine Coverage Part  
Commercial Property Coverage Part  
Commercial Output Policy - Property Coverage Part  
Commercial Output Policy - Income Coverage Part  
Workers' Compensation and Employers' Liability Coverage Part**

It is agreed that the subrogation clause of this policy shall be waived when the Named Insured agrees prior to a loss to such waiver by the terms of a written contract entered into between the Named Insured and an entity that is part of that contract.

**ALL OTHER CONDITIONS AND PROVISIONS OF THE POLICIES REMAIN UNCHANGED BY THIS ENDORSEMENT.**





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 3, 2026

**SUBJECT:** Public Hearing: Community Development Department Draft FY 2026-27 Work Plan

**RECOMMENDED MOTION:**  
Information only.

**BACKGROUND AND POLICY IMPLICATIONS:**  
The purpose of this public hearing is to accept public comments for the Community Development Department’s FY 2026-27 Work Plan.

**BUDGET IMPACTS:**  
None.

**ATTENDANCE:**  
Peter Gutowsky, CDD Director



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners
FROM: Peter Gutowsky, AICP, Director
CDD Management Team
DATE: June 3, 2026
SUBJECT: Community Development Department Draft Fiscal Year (FY) 2026-27 Work Plan and 2025 Annual Report / Public Hearing

I. SUMMARY

The purpose of this public hearing is to accept public comments for the Community Development Department's (CDD) FY 2026-27 Work Plan (Attachment).

II. BACKGROUND

Each spring, CDD prepares an annual work plan describing proposed projects for the coming fiscal year. A review of the draft work plan provides the Planning Commission, Historic Landmarks Commission, County Administration, customers, partner agencies, and the Board of County Commissioners (Board) an opportunity to provide input, including additions, modifications and possible re-prioritization. The work plan describes the most important projects in each division based on:

- 1. Board annual goals and policies;
2. Carry-over projects from current or prior years;
3. Changes in state law;
4. Grants/funding sources; and
5. Public comments.

It also provides context for prioritizing and initiating new projects that arise during the year. The work plan includes the following highlights:

- Continue improving CDD's customer-centric website
• Explore options and approaches to address rural housing and homelessness as allowed under state law
• Conduct pre-application meetings and respond to customer inquiries (counter, phones, and emails)
• Initiate an update to the Terrebonne Community Plan
• Coordinating with Bend, Redmond, Sisters and La Pine on growth management projects, including comprehensive plan updates and urban growth boundary amendments
• Participate in legislative or rulemaking processes to shape state laws that benefit Deschutes County

**III. PLANNING COMMISSION RECOMMENDATION**

The Planning Commission conducted a public hearing on the Planning Division Work Plan on April 9 and received three comments pertaining to homelessness. Deliberations occurred on April 23. Staff utilized the three tables below to facilitate a recommendation. The Planning Commission endorsed all the projects listed in Tables 1, 2 and 3, considering them noteworthy for the community and prioritized childcare among the zoning text amendments. They also supported convening a panel with the Natural Resources Section to discuss wildfire preparedness. In addition, commissioners discussed the importance of regional transportation planning, specifically as it pertains to urban and rural traffic patterns and evacuation routes in the event of a wildfire. They also discussed houselessness. Some felt it was important to explore opportunities in rural areas for manufactured home parks, advocate for legislative changes, and request the Board seek citizen input when county-owned property is being utilized or considered for those experiencing homelessness.

**IV. PUBLIC COMMENTS**

CDD received a public comment on May 21. A Deschutes County resident recommended adding the South County Plan as a priority, fixing the groundwater issues that are leaking into the rivers, lack of fire hydrants in largely populated areas like Three rivers, and the county's planning department ignoring community requests to allow larger shoulders in highly populated areas like Three Rivers.

**V. PRIORITY PROJECTS**

Table 1 captures priority discretionary and nondiscretionary projects that are supported by the Board and Planning Commission, grant funded, or in process. These projects in their totality are “significant,” requiring staffing resources that span 6 to 12 months or longer.

**Table 1 – Priority Discretionary and Non-discretionary Projects**

Priority Projects	
1. Current Planning <sup>1</sup>	4. Sisters UGB Amendment
2. Terrebonne Community Plan Update	5. SB 1537 / Bend UGB Amendment / Affordable Housing Pilot Project
3. Clear and Objective Standards for Multifamily Housing in Unincorporated Communities	

Table 2 identifies ongoing Planning Division operational responsibilities, regional coordination duties, and code maintenance tasks. These projects in their totality range from “minor” to “moderate,” requiring staffing resources that span 4 to 8 months to complete.

<sup>1</sup> Current Planning responsibilities are non-discretionary. Local land use decisions are subject to specific deadlines per state law. ORS 215.427.

**Table 2 – Operational Responsibilities, Coordination Duties, and Code Maintenance**

Category	Projects
<b>Operational Responsibilities</b>	<ol style="list-style-type: none"> <li>1. Destination resort and overnight lodging reporting</li> <li>2. Marijuana inspections</li> <li>3. Population estimates and forecasts</li> <li>4. Historic Landmarks Commission (HLC), Bicycle and Pedestrian Advisory Committee (BPAC), and Deschutes River Mitigation and Enhancement Committee (M&amp;E)</li> <li>5. 2027 Legislative Regular Session</li> <li>6. Internal departmental coordination (new landfill siting, etc.)</li> </ol>
<b>Coordination Duties</b>	<ol style="list-style-type: none"> <li>7. City of Bend Coordination               <ul style="list-style-type: none"> <li>• Coordinate growth management issues.</li> </ul> </li> <li>8. City of La Pine               <ul style="list-style-type: none"> <li>• Coordinate growth management.</li> <li>• Participate with Deschutes County Property Management and the City staff to update and amend the county-owned Newberry Neighborhood comprehensive plan designations, master plan, and implementing regulations.</li> </ul> </li> <li>9. City of Redmond               <ul style="list-style-type: none"> <li>• Coordinate growth management.</li> <li>• Update the Joint Management Agreement.</li> </ul> </li> <li>10. City of Sisters               <ul style="list-style-type: none"> <li>• Coordinate growth management.</li> </ul> </li> <li>11. Transportation Planning               <ul style="list-style-type: none"> <li>• Process road naming requests associated with certain types of development on a semi-annual basis.</li> <li>• Administer the County’s Transportation System Development Credit program.</li> <li>• Coordinate with Bend Metropolitan Planning Organization on regional projects and planning.</li> <li>• Coordinate with the Oregon Department of Transportation on roadway projects and interchange area management plans.</li> </ul> </li> <li>12. Housing Strategies.               <ul style="list-style-type: none"> <li>• Explore options and approaches to address rural housing and homelessness as allowed under state law.</li> </ul> </li> <li>13. Groundwater Protection               <ul style="list-style-type: none"> <li>• Support efforts by the Oregon Department of Environmental Quality and Onsite Wastewater Division to protect South County groundwater.</li> </ul> </li> <li>14. Department of Land Conservation and Development Rulemaking               <ul style="list-style-type: none"> <li>• Amend County Code to implement rulemaking as it pertains to Goal 5 – Cultural Areas.</li> </ul> </li> <li>15. Central Oregon Large Lot Industrial Analysis               <ul style="list-style-type: none"> <li>• Amend Comprehensive Plan to recognize Central Oregon Large Lot Industrial Analysis Update.</li> </ul> </li> <li>16. Amend Comprehensive Plan to recognize Central Oregon Large Lot Industrial Analysis Update.</li> </ol>
<b>Code Maintenance</b>	<ol style="list-style-type: none"> <li>17. Housekeeping Amendments               <ul style="list-style-type: none"> <li>• Initiate Comprehensive Plan and/or Zoning Text amendments to comply with and implement new or revised state laws.</li> </ul> </li> </ol>

Table 3 lists discretionary zoning text amendments. These are “lower” priority projects, requiring staffing resources that span 4 to 12 months or longer to complete. All of the text amendments carryover from 2024.

**Table 3 – Low Priority Zoning Text Amendments**

Category	Projects
<p><b>Zoning Text Amendments</b></p>	<ol style="list-style-type: none"> <li>1. Childcare—Review code for consistency with state law and greater flexibility in establishing facilities.</li> <li>2. Forest Zone Code—Review for compliance with Oregon Administrative Rules.</li> <li>3. Lot Line Adjustments and Re-platting.</li> <li>4. Private Burial Ground procedures.</li> <li>5. Title 19, 20, 21—Language related to Class I, II, and III road projects as allowed uses.</li> <li>6. Title 22—Procedures Ordinance for consistency with state law and planning department interpretations.</li> </ol>

**VI. BOARD DELIBERATION & ADOPTION OF CDD FY 2026-2027 WORK PLAN**

The Board will ultimately prioritize projects based on their annual goals and objectives as planning resources become available. Following the public hearing, the Board may decide to:

1. Close the oral and written records and deliberate at this meeting or at a subsequent meeting.
2. Close the oral record, keep the written record open for approximately one week to June 10 and deliberate later in the month.
3. Continue the public hearing to a date certain.

Attachment:

Draft FY CDD 2026-27 Work Plan & 2025 Annual Report



## COMMUNITY DEVELOPMENT

# **DRAFT** FY 2026-27 Work Plan & 2025 Annual Report



117 NW Lafayette Avenue  
P.O. Box 6005  
Bend, OR 97703  
[www.deschutes.org/cd](http://www.deschutes.org/cd)  
(541) 388-6575

Building Safety  
Code Enforcement  
Coordinated Services  
Onsite Wastewater  
Planning

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# Introduction

## Community Development Mission Statement

The Community Development Department (CDD) facilitates orderly growth and development in Deschutes County through coordinated programs of Building Safety, Code Enforcement, Coordinated Services, Onsite Wastewater, Planning, and education and service to the public.

## Purpose

The Fiscal Year (FY) 2026-27 Work Plan and 2025 Annual Report highlight the department’s goals, objectives, and accomplishments and are developed to:

- Report on achievements and performance
- Implement the Board of County Commissioners (BOCC) goals and objectives
- Implement the Deschutes County Customer Service “Every Time” Standards
- Effectively and efficiently manage organizational assets, capabilities and finances
- Fulfill the department’s regulatory compliance requirements
- Address changes in state law
- Enhance the county as a safe, sustainable and highly desirable place to live, work, explore, recreate, and visit

## Adoption

The BOCC adopted this report on June XX, 2026, after considering public, stakeholder and partner organization input and Planning Commission and Historic Landmarks Commission recommendations. The Work Plan often includes more projects than there are resources available. CDD coordinates with the BOCC throughout the year to prioritize and initiate projects. Those not initiated are often carried over to future years.



# Elected & Appointed Officials

## BOARD OF COUNTY COMMISSIONERS

Phil Chang, Chair, January 2029  
Anthony DeBone, Vice Chair, January 2027  
Patti Adair, Commissioner, January 2027

## COUNTY ADMINISTRATION

Nick Lelack, County Administrator  
Whitney Hale, Deputy County Administrator  
Erik Kropp, Deputy County Administrator

## PLANNING COMMISSION

Matt Cyrus — Chair, Sisters Area, 6/30/30  
Kelsey Kelley, Vice Chair—Tumalo Area, 6/30/27  
Susan Altman — Bend Area, 6/30/28  
Nathan Hovekamp — Bend Area, 6/30/27  
Jessica Kieras — Redmond Area, 6/30/28  
Mark Stockamp — At Large, 6/30/27  
Toni Williams — South County, 6/30/29

## HISTORIC LANDMARKS COMMISSION

Rachel Stemach — Chair, Bend Area, 3/31/28  
Dennis Schmidling — Vice Chair, City of Sisters, 3/31/28  
Eli Ashley — At Large, 3/31/30  
Christine Horting-Jones — Ex-Officio, 3/31/28  
Carrie Huddleston — At Large, 3/31/30  
Marc Hudson — At Large, 3/31/28  
Lilian Syphers — Ex-Officio, 3/31/28

## HEARINGS OFFICERS

Tommy Brooks  
Gregory J. Frank  
Laura Westmeyer

## BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

Diane Flowers — Chair, 6/30/27  
David Green — Vice Chair, At Large, 6/30/26  
Anthony Accinelli — La Pine, 6/30/27  
Patrick Addabbo — At Large, 6/30/27  
Neil Baunsgard — Bend, 6/30/27  
Kim Curley Reynolds— At Large, 6/30/26  
Wendy Holzman — At Large, 6/30/26  
Jennifer Letz — Sisters, 6/30/26  
Matt Muchna — At Large, 6/30/27  
Bob Nash — Redmond, 6/30/27  
David Roth — Bend, 6/30/26  
Mark Smith — At Large, 6/30/27  
Meghan Windschill — At Large, 6/30/26

# Board of County Commissioners

## FY 2026-27 Goals & Objectives

**Mission Statement: Enhancing the lives of citizens by delivering quality services in a cost-effective manner.**

*Safe Communities (SC): Protect the community through planning, preparedness, and delivery of coordinated services.*

- Provide safe and secure communities through coordinated public safety and crisis management services.
- Reduce crime and recidivism and support victim restoration and well-being through equitable engagement, prevention, reparation of harm, intervention, supervision and enforcement.
- Collaborate with partners to prepare for and respond to emergencies, natural hazards and disasters.

*Healthy People (HP): Enhance and protect the health and well-being of communities and their residents.*

- Support and advance the health and safety of all Deschutes County's residents.
- Promote well-being through behavioral health and community support programs.
- Ensure children, youth and families have equitable access to mental health services, housing, nutrition, child care, and education/prevention services.
- Help to sustain natural resources and air and water quality in balance with other community needs.
- Apply lessons learned from emergency response, community recovery, pandemic response, and other events to ensure we are prepared for future events.

*A Resilient County (RC): Promote policies and actions that sustain and stimulate economic resilience and a strong regional workforce.*

- Update County land use plans and policies to promote livability, economic opportunity, disaster preparedness, and a healthy environment.
- Maintain a safe, efficient and economically sustainable transportation system.
- Manage County assets and enhance partnerships that grow and sustain businesses, tourism, and recreation.

*Housing Stability and Supply (HS): Support actions to increase housing production and achieve stability.*

- Expand opportunities for residential development on appropriate County-owned properties.
- Support actions to increase housing supply.
- Collaborate with partner organizations to provide an adequate supply of short-term and permanent housing and services to address housing insecurity.

# Board of County Commissioners

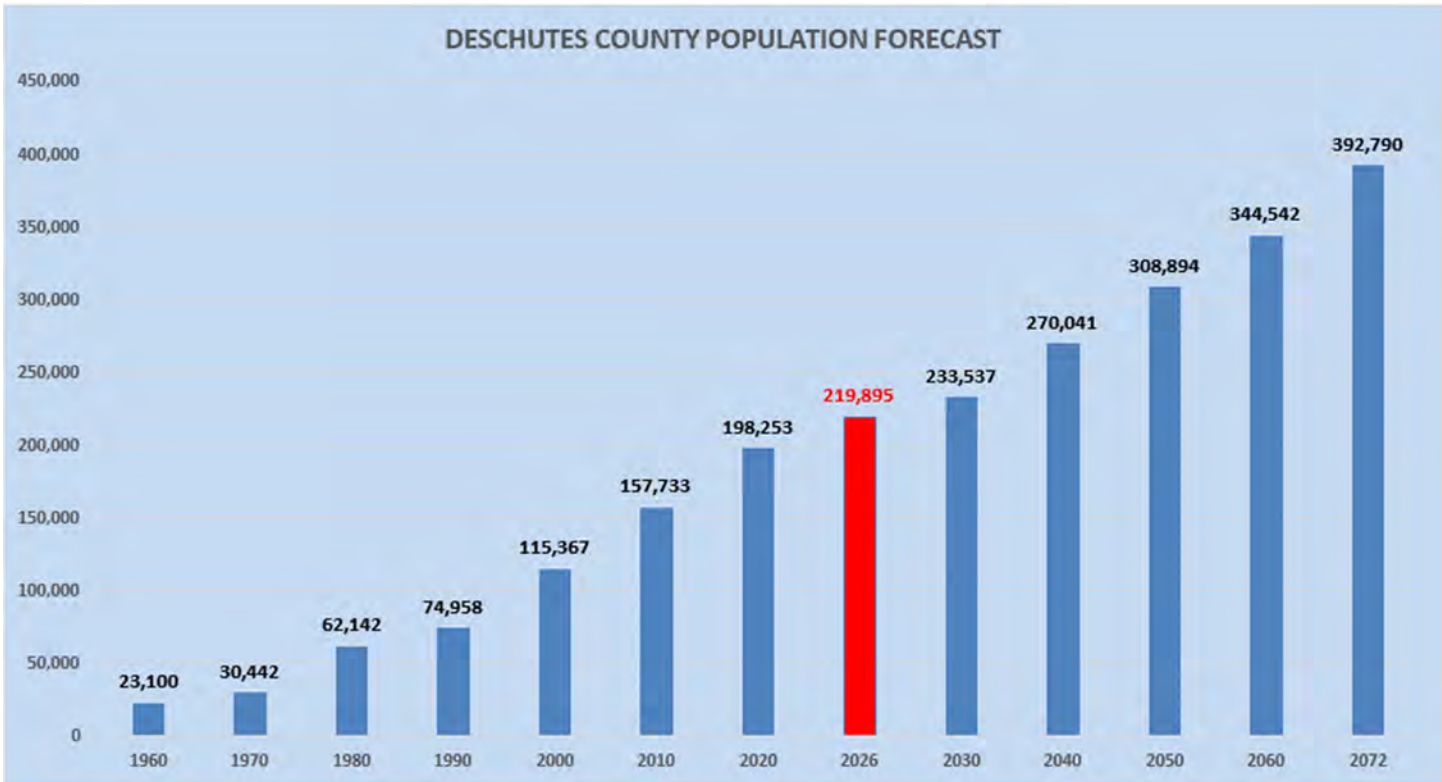
## FY 2026-27 Goals & Objectives

*Service Delivery (SD): Provide solution-oriented service that is cost-effective and efficient.*

- Ensure quality service delivery through the use of innovative technology and systems.
- Support and promote Deschutes County Customer Service “Every Time” standards.
- Continue to enhance community participation and proactively welcome residents to engage with County programs, services and policy deliberations.
- Preserve, expand and enhance capital assets, to ensure sufficient space for operational needs.
- Maintain strong fiscal practices to support short- and long-term County needs.
- Prioritize recruitment and retention initiatives to support, sustain, and enhance County operations.



# Population Growth



The graph and table provide a snapshot of the County's growth since 1960 and the 50-year Portland State University (PSU) Population Forecast for Deschutes County from 2022 through 2072.

## PORTLAND STATE UNIVERSITY 2022-2072 DESCHUTES COUNTY FORECAST

Geographic Area	2022	2026	2047	*AAGR 2025-2047	2072
<b>Deschutes County</b>	<b>207,921</b>	<b>219,895</b>	<b>298,937</b>	<b>1.5%</b>	<b>392,790</b>
Bend	103,296	111,440	160,361	1.7%	225,619
Redmond	37,342	40,292	60,060	1.9%	82,601
Sisters	3,437	3,927	7,911	3.3%	14,881
La Pine	2,736	3,025	5,129	2.5%	8,336
Unincorporated	60,430	61,210	65,476	0.3%	61,152

\*AAGR: Average Annual Growth Rate

# Budget & Organization

## Fiscal Issues

- During 2025, CDD experienced a decrease in permitting volumes with two categories slightly increasing. While single-family dwelling (SFD) permits issued, SFD applications received, and land use applications declined, site evaluations and building valuations experienced a small increase. The department continuously monitors development activity to ensure alignment with current budget projections.
- Personnel cost increases from the Pay Equity & Market Study will be implemented in FY 27.
- CDD responds to development inquiries, implements legislative and BOCC priorities, and supports County initiatives. Many of these require research and detailed responses without generating permits or revenue.
- CDD remains attuned to fluctuations in the economy and complying with state legislation.
- Identifying grant funding for Natural Resources remains a priority for continuity of services they provide to Deschutes County and Central Oregon .

## Operational Challenges

- Maintaining productivity amid resignations while completing training for new employees. In 2025 and 2026, CDD welcomed 7 new staff members, experienced 9 resignations including the Building Official, County Forester, and Administrative Manager, and added 2 new positions, resulting in a total of 57 FTE. Approximately 46% of staff have 5 years or less experience with the department.
- Integrating Natural Resources into CDD within the Planning Division.
- Recruiting, hiring, and onboarding a Building Official, Natural Resources Supervisor, and Administrative Supervisor for Code Enforcement, which replaced the Administrative Manager position.
- Continuing succession planning in anticipation of retirements. Nineteen percent of staff are eligible for retirement within the next three to eight years based on length of service.
- Implementing new laws from the 2025 and 2026 Legislative Sessions.
- Revising CDD's intake process to ensure accepted applications are complete, which will reduce permit timelines.
- Processing complex cases, applications, and site evaluations requires thorough analysis and interpretation of local and state regulations.
- Improving CDD's website and other technology to enhance efficiencies and service delivery.

# Budget & Organization

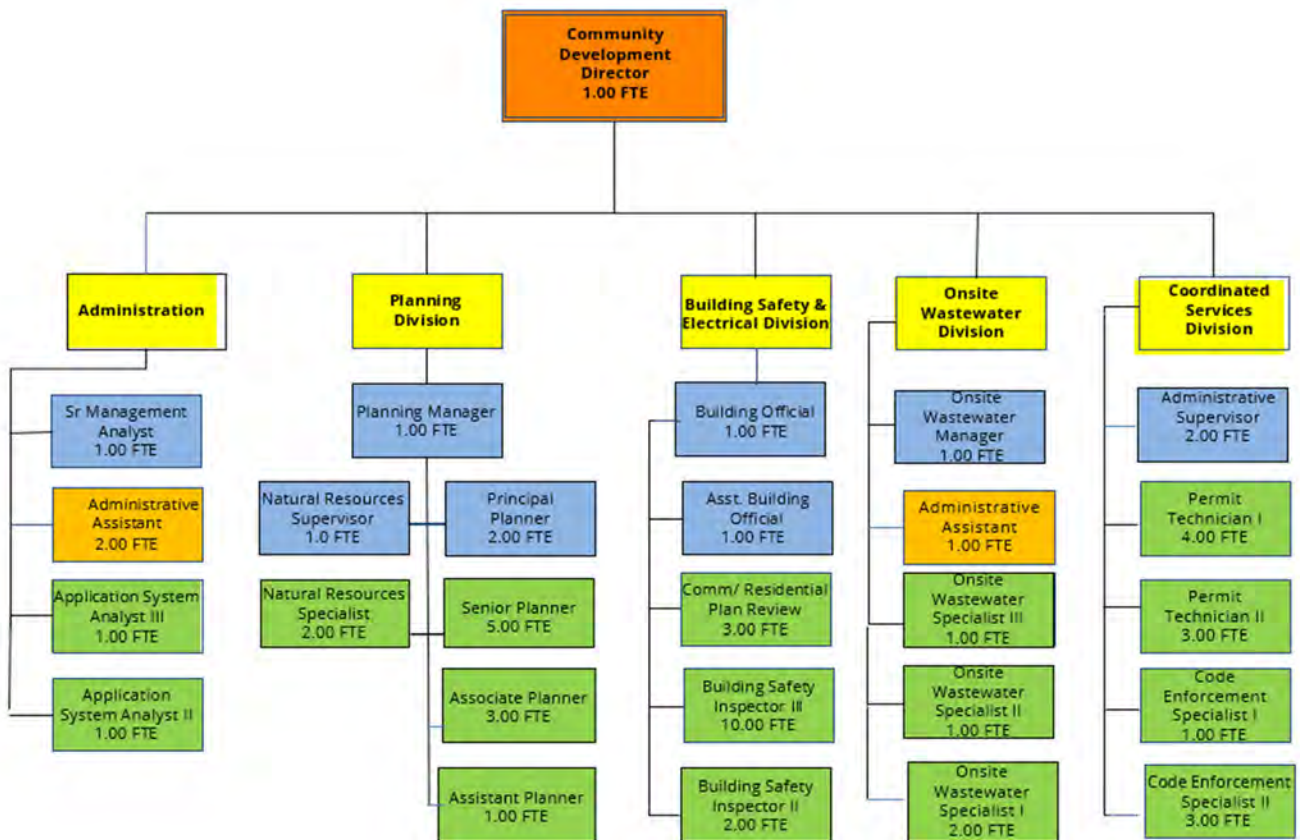
## Budget Summary

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Resources	\$13,932,023	\$12,475,587	\$11,329,936	\$11,639,195	\$13,169,330
Requirements	\$13,932,023	\$12,475,587	\$11,329,936	\$11,639,195	\$13,169,330

## Staff Summary

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Total FTE's	65.0	58.0	53.0	54.0	57.0

## Organizational Chart



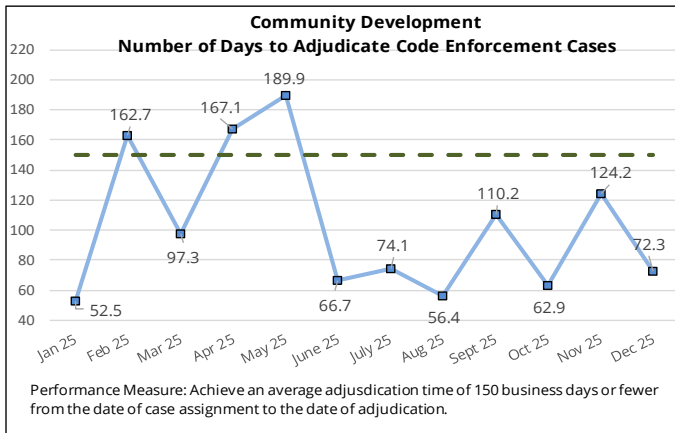
# Performance Management

CDD is committed to a comprehensive approach to managing performance. The department achieves its goals and objectives by strategically establishing and monitoring performance measures and then adjusting operations based on those results. The performance measures allow staff to:

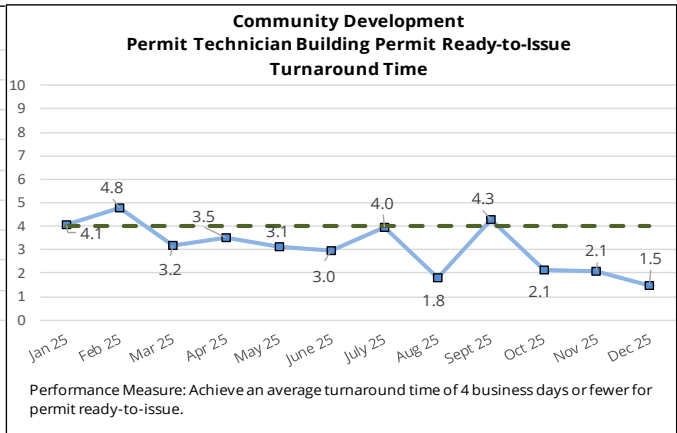
- Address service delivery expectations from the perspectives of CDD's customers.
- Ensure the department fulfills its regulatory responsibilities.
- Efficiently and effectively manage the organization's assets, capacities and finances.
- Preserve and enhance the County as a safe, sustainable and desirable place to live, work, visit, and recreate.

The following graphs represent a sample of CDD's performance measures for 2025. For a complete review of performance measures, please follow this link: <https://deschutes.org/cd/>.

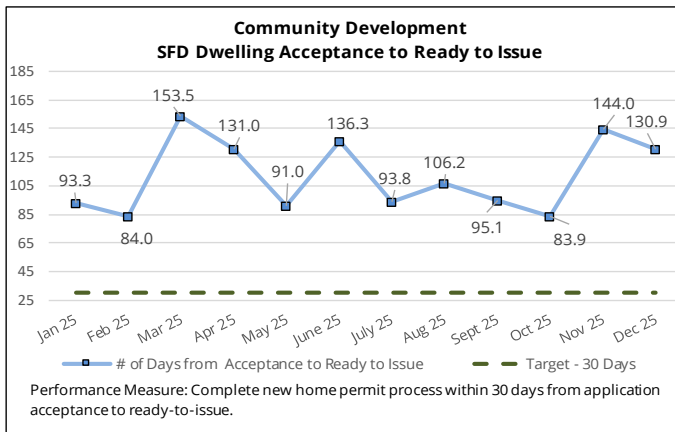
## 2025 Performance Management Results



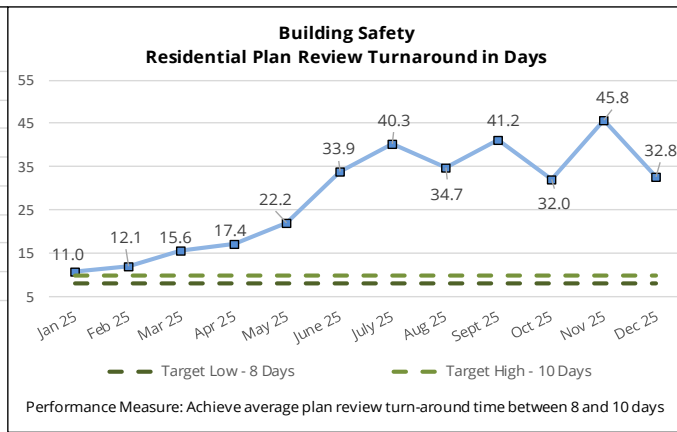
Annual Average of 103 Days - Target Achieved



Annual Average of 3.1 Days - Target Achieved



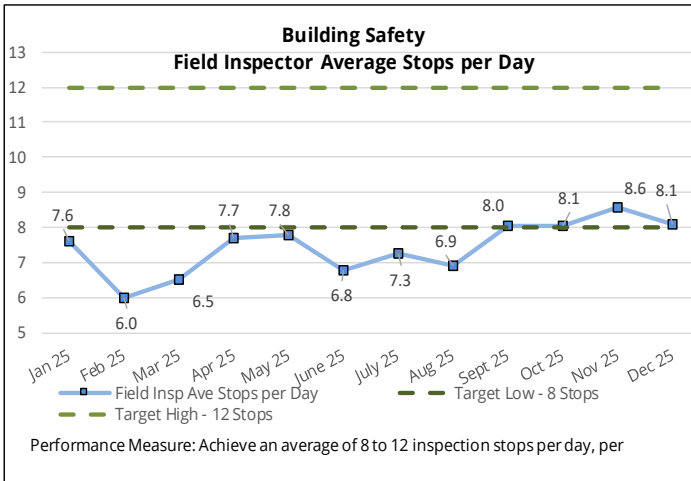
Annual Average of 111.9 Days - Target Not Achieved



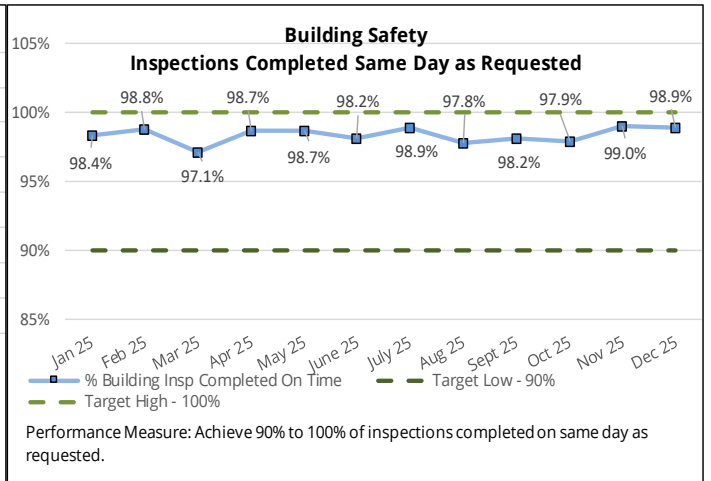
Annual Average of 28.2 Days - Target Not Achieved

# Performance Management

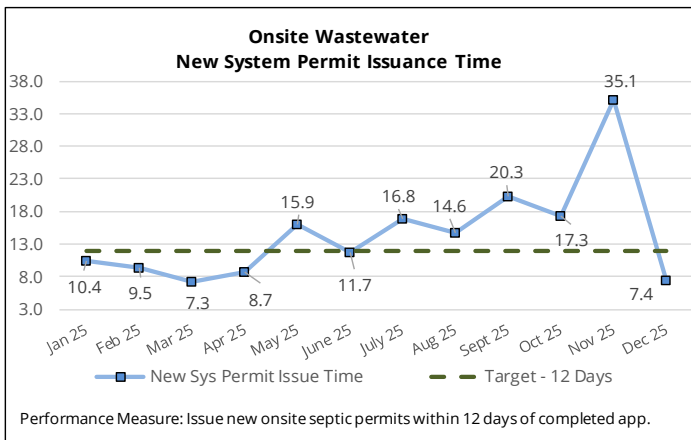
## 2025 Performance Management Results, continued



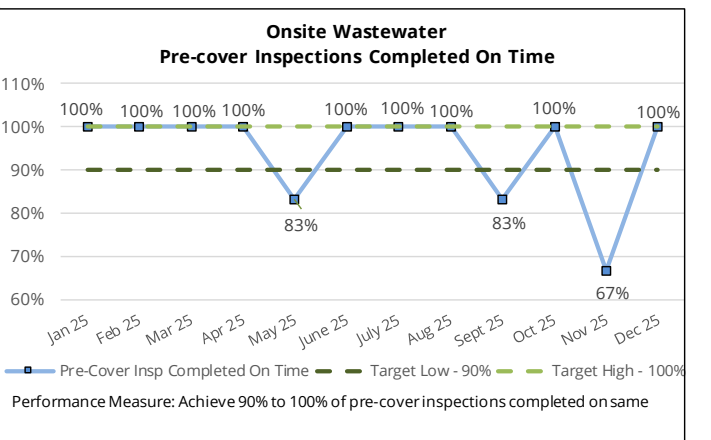
Annual Average of 7.4 Stops Per Day - Target Achieved



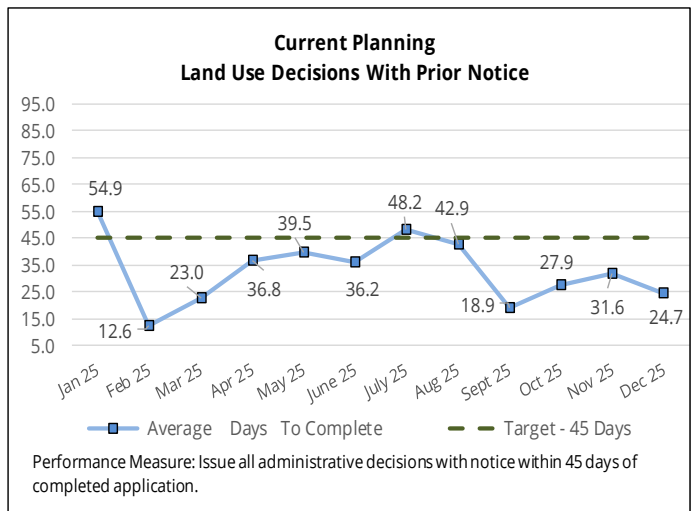
Annual Average of 98.4% - Target Achieved



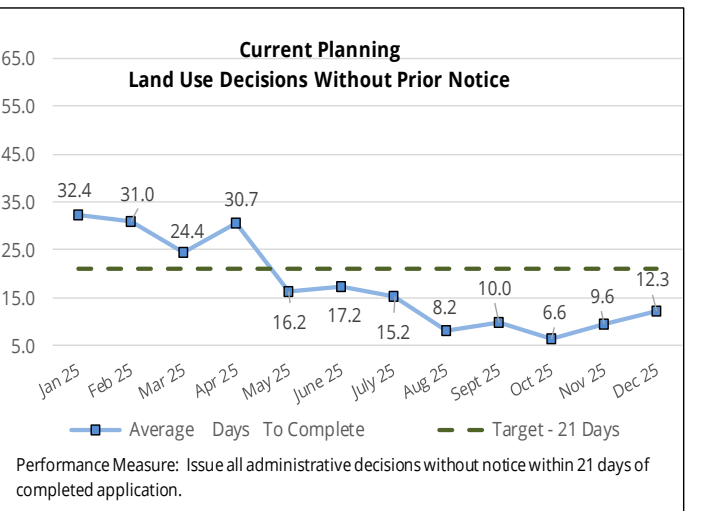
Annual Average of 14.6 Days - Target Within Range



Annual Average of 94.4% Completed - Target Achieved



Annual Average of 33.1 Days - Target Achieved



Annual Average of 17.8 Days - Target Achieved

# Performance Management

## 2025 Year in Review

- ✓ Invested significant resources training new staff.
- ✓ Created a Code Enforcement performance measure to monitor and manage case adjudication timelines.
- ✓ Revised Onsite Wastewater reports to aid in monitoring inspections completed per day and on time.



## FY 2026-27 Performance Measures By Division

CDD’s FY 2026-27 performance measures align the department’s operations and work plan with BOCC annual goals and objectives and the County’s Customer Service “Every Time” Standards.

### Building Safety

- Achieve an average of 8-12 inspection stops per business day to provide quality service. (BOCC Goal & Objective SD-1)
- Achieve an average turnaround time of 8-10 business days for building plan reviews, ensuring compliance with or exceeding state requirements. (BOCC Goal & Objective SD-1)
- Achieve an average of 90-100% of inspections completed the same day as requested. (BOCC Goal & Objective SD-1)

### Code Enforcement

- Achieve an average adjudication time of 150 business days from date of case assignment to date of adjudication. (BOCC Goal & Objective SC-1)

### Coordinated Services

- Achieve an average turnaround time of 4 business days or fewer for permit ready-to-issue status. (BOCC Goal & Objective SD-1)

### Onsite Wastewater

- Achieve a 95% compliance rate for Alternative Treatment Technology (ATT) Septic System Operation and Maintenance (O&M) reporting requirements to protect groundwater. (BOCC Goal & Objective HP-4)
- Achieve an average of 12 business days for the issuance of new onsite septic system permits following the submission of a complete application. (BOCC Goal & Objective SD-1)
- Achieve 90-100% of pre-cover inspections completed the same day as requested. (BOCC Goal & Objective SD-1)

# Performance Management

## FY 2026-27 Performance Measures By Division, continued

### Planning

- Issue all administrative decisions requiring notice within 45 business days and without notice within 21 business days following the submission of a complete application. (BOCC Goal & Objective SD-1)
- Update Deschutes County Code (DCC) to comply with HB 3197, Clear and Objective Code Update Project, which requires clear and objective standards for housing development in rural residential exception areas, unincorporated communities, and accessory farm worker accommodations. (BOCC Goal & Objective SC-3, HP-4, and RC-1)
- Natural Hazards / Wildfire Mitigation—Develop a work plan to amend the Comprehensive Plan and County Code requiring defensible space and fire-resistant building materials per SB 762 and SB 644. (BOCC Goal & Objective SC-3, HP-4, and RC-1)

### Natural Resources

- Maintain or increase the number of communities participating in the Firewise USA™ Program. (BOCC Goal & Objective HP-4)
- Maintain or increase public participation in Fire Free events as measured by yard debris collected. (BOCC Goal & Objective SC-3)



# Administrative Services

## Overview

Administrative Services includes the Community Development Director, Senior Management Analyst, two Systems Analysts and an Administrative Assistant. This division oversees a variety of functions that ensure smooth and efficient operations, including departmental operations, facilities, personnel, budget, customer services, compliance, technology services, administrative support, and performance measures.



## 2025 Year in Review

- ✓ Replaced computer equipment.
- ✓ Coordinated with the Human Resources Department to complete the Oregon Pay Equity and Market Evaluation Study.
- ✓ Provided addressing services to the cities of La Pine, Redmond, and Sisters, on contract.
- ✓ Facilitated enhancements to the Onsite Wastewater Operation & Maintenance software.
- ✓ Coordinated interdepartmental division meetings to promote collaboration, open communication, and explore different business practices.

## FY 2026-27 Work Plan Projects

- Participate in a County-led effort to create a Pre-disaster Preparedness Plan.
- Update CDD's Continuity of Operation Plan as necessary, based on lessons learned, and ensure staff awareness of their roles and responsibilities during an emergency.
- Facilitate process improvements related to application intake to ensure timely permit issuance.
- Improve CDD's customer-centric website so customers can understand and navigate development processes and online instructions.
- Integrate Natural Resources within CDD.
- Coordinate with the Cities of La Pine, Sisters, and Redmond to transition addressing responsibilities to those respective jurisdictions by January 2027.
- Support BOCC five member commission by educating new members.
- Seek BOCC direction for allocating funding to programs or projects that protect South County groundwater based on resources derived from the sale of Newberry Neighborhood property.

# Building Safety

## Overview

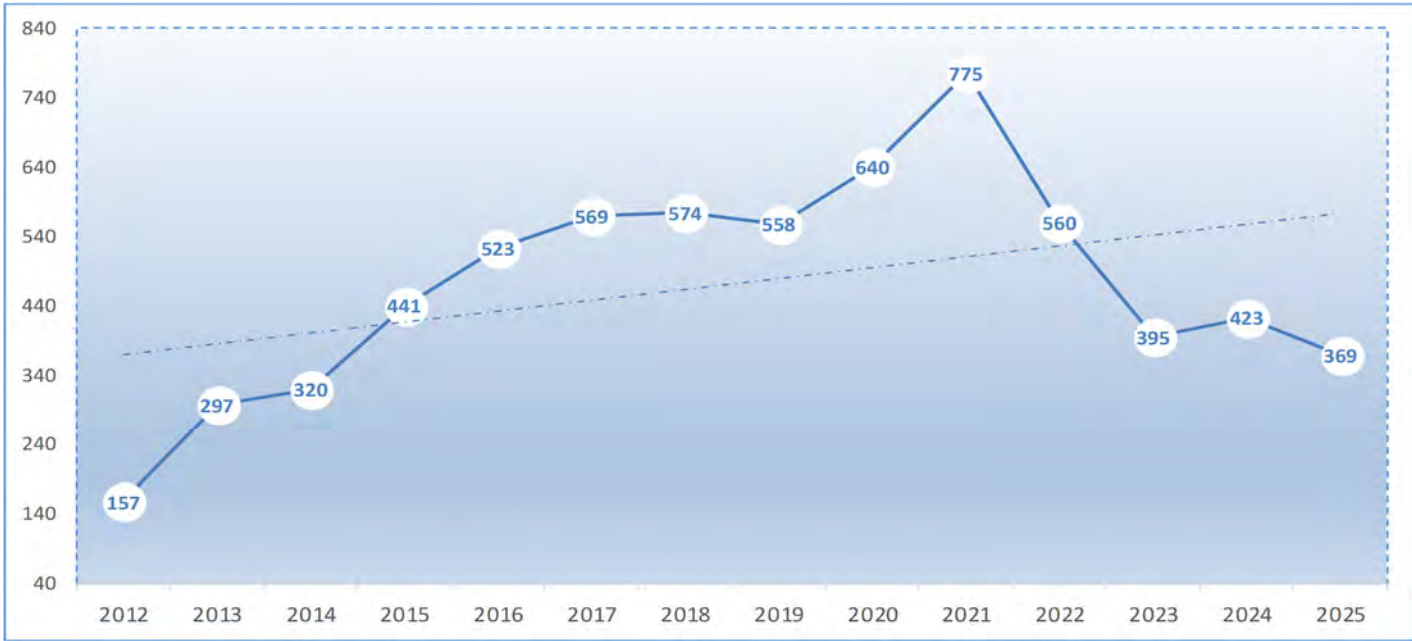
Building Safety includes a Building Official, Assistant Building Official and fifteen Building Safety Inspectors. The division ensures structures are constructed, maintained, and used in compliance with applicable safety standards through consistent application of state and federal building codes and public education. It offers construction plan reviews, consultations, and inspections in the rural county and cities of Sisters and La Pine. Additionally, it provides services to Lake, Jefferson, Klamath, and Crook counties, the cities of Bend and Redmond, and the State of Oregon Building Codes Division, as needed.

## 2025 Year in Review

- ✓ Issued 369 new single-family dwelling permits. The distribution of these new homes for Deschutes County's building jurisdiction included:
  - Rural/unincorporated areas: 280
  - City of La Pine: 59
  - City of Sisters: 30
- ✓ Completed inspections on major projects such as:
  - Air Traffic Control Tower at Bend Airport
  - La Pine Community Health Clinic Wellness Center
  - Huntington Apartments, a 60-unit affordable housing complex in La Pine
  - Several spec industrial buildings in Sisters
- ✓ Completed major building plan reviews for:
  - Trinity Place Apartments, a 40-unit affordable housing complex in Sisters
  - Buckingham Elementary School addition
  - Several self-storage facilities in unincorporated Deschutes County
  - Multiple small-business tenant improvements in Sisters
  - Reeves Lane industrial building in La Pine
  - High Desert Museum addition
- ✓ Coordinated with City of Sisters' Planning Team and City Council to adopt Fire Hardening ordinance requiring compliance with Oregon Residential Specialty Code Section R327 within city limits, effective April 1, 2026.
- ✓ Provided A-level commercial electrical and plumbing inspections for the City of Redmond.
- ✓ Participated in Central Oregon's International Code Council Chapter meetings. A Plans Examiner serves on the Board of Directors.
- ✓ Successfully recruited and hired three new team members: an A-level Fire, Life, and Safety Building Inspector, an A-Level Plumbing Inspector, and an A-Level Electrical Inspector.
- ✓ Developed additional online resources for CDD's website.
- ✓ Participated in the Oregon Building Officials Association meetings. The Building Official serves on the Board of Directors.
- ✓ Provided continuing education and cross-training opportunities for staff.

# Building Safety

## New Single-Family Dwelling Permits Issued



### FY 2026-27 Work Plan Projects

- Refine new inspector onboarding and training process.
- Update website, informational brochures, and handouts with updated information on fire hardening, residential energy measures, and tenant improvement requirements.
- Create internal reference guide for plan review process including document naming conventions, stamp requirements, and workflow routing standards.



# Building Safety

**Bend Airport Air Traffic Control Tower, Summer 2025.  
(At 115 feet, it is the tallest building in Central Oregon)**



# Code Enforcement

## Overview

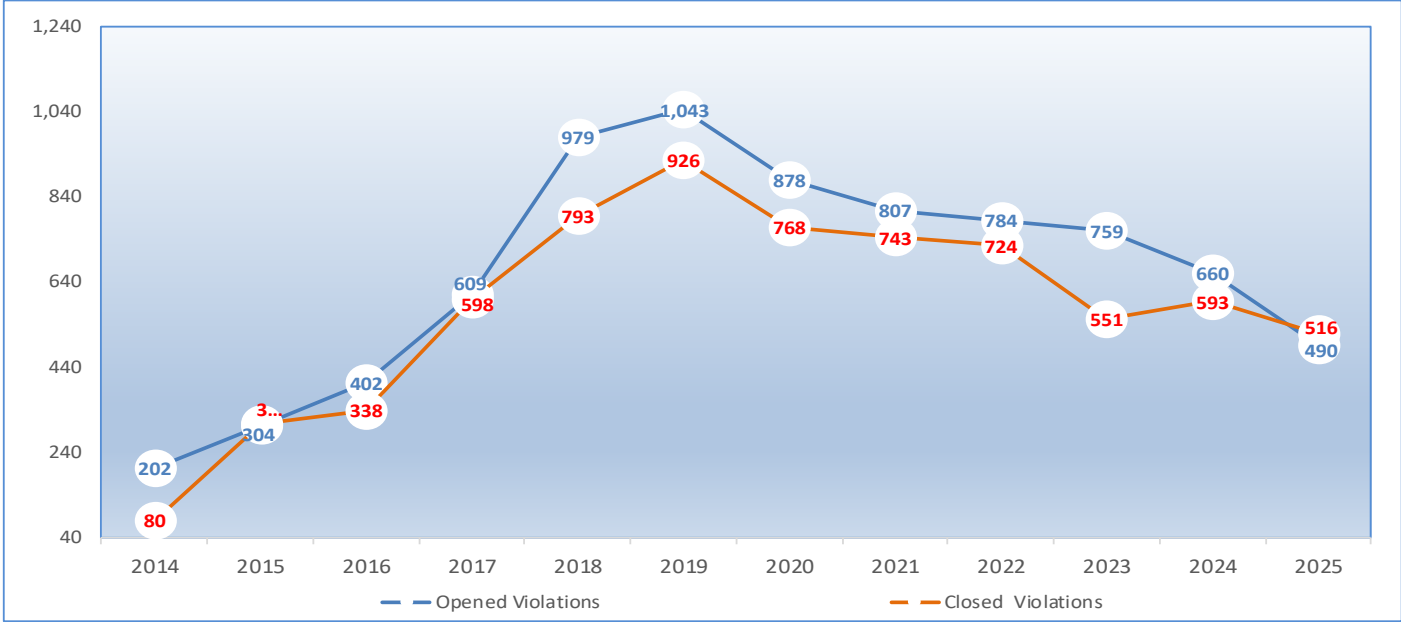
Code Enforcement includes an Administrative Supervisor and four Code Enforcement Specialists, which includes one as Lead. They are supported by a Deschutes County Sheriff's Office (DCSO) deputy, CDD divisions, and Legal Counsel. Code Enforcement helps maintain public health and safety by investigating complains related to land use, onsite wastewater systems, building, and solid waste codes. The division also collaborates with the cities of La Pine and Sisters for building code violations under the Building Safety program. The primary goal is to achieve voluntary compliance, with unresolved cases taken to Circuit Court, Justice Court or an Administrative Hearing. The program continues to refine its proactive education procedures and abatement processes.

## 2025 Year in Review

- ✓ Received 490 new cases and resolved 516 during the year.
- ✓ Analyzed the Code Enforcement program and revised procedures to improve case assignment, management, and proceedings.
- ✓ Utilized the designated DSCO deputy for site visits, Pre-Enforcement Notice (PEN) delivery, training in Accela, night visits, etc.
- ✓ Presented code enforcement statistics at the annual Cannabis Advisory Committee meeting to demonstrate its partnership with the DCSO.
- ✓ Processed noxious weed complaints in partnership with Natural Resources.
- ✓ Created and utilized the Voluntary Abatement Compliance Agreement resulting in owner agreed-upon abatement.
- ✓ In partnership with Legal Counsel, Finance, and Property and Facilities, awarded a contract to a company that removes solid waste due to property abatement.
- ✓ Collaborated with Legal Counsel for abatement, foreclosure and bankruptcy circumstances.
- ✓ Updated Accela for deputies to track inspections, documentation and results.
- ✓ Promoted a third Specialist to a Specialist II.
- ✓ Coordinated with all CDD divisions in implementing RVs as a second dwelling.
- ✓ Participated in Dark Skies conversation and implementation.
- ✓ Improved training program for new hires.
- ✓ Revised the Code Enforcement Training Manual with the Lead Specialist.
- ✓ Coordinated with Planning to transition the Medical Hardship tracking responsibilities to an Administrative Assistant position.

# Code Enforcement

## Annual Cases Opened and Closed



## FY 2026-27 Work Plan Projects

- Improve methods of communication with complainants regarding case status and closure.
- Improve public education through webpage updates.
- Update the Policy and Procedures Manual to include the property abatement process.
- Amend DCC 15.04 Dangerous Building Abatement in coordination with the Building Safety Division.
- Amend DCC 1.16 Abatement language to include appeal processes.
- In coordination with Legal Counsel, create and implement the Stipulation and Agreed Order of Judgement.
- Hire and train fourth Code Enforcement Specialist.

# Code Enforcement



Before Compliance

After Compliance



# Coordinated Services

## Overview

Coordinated Services includes an Administrative Supervisor, three Permit Technician II's, two are assigned Lead duties, and four Permit Technician I's. This division provides permit coordination and direct services to customers. Staff ensure accurate information is delivered to the public, helping minimize wait times and streamlining operation.

## 2025 Year in Review

- ✓ Provided exceptional customer service to in-person customers and virtual users through the Accela online portal.
- ✓ Revised the Cash Handling Policy to specify all cash payments be made in exact amounts owed. No currency drawers or change funds are available on the premises.
- ✓ Updated the application intake checklist to ensure greater consistency and accuracy across application types.
- ✓ Promoted a second Lead Permit Technician to provide training and support for new hires.
- ✓ Coordinated with the Road Department to enhance the driveway access permit application process and successfully implemented a more streamlined system.
- ✓ Created a comprehensive list of commonly required inspections, categorized by project type, to better assist customers in scheduling inspections efficiently.
- ✓ Coordinated monthly meetings with each division to review processes, identify issues, develop solutions, and discuss current projects.



## FY 2026-27 Work Plan Projects

- Update CDD's decommissioning plan process and procedure, and created a new record type to track completion for improved accountability.
- Revise internal processes and procedures for legitimizing unpermitted structures, ensuring consistency, compliance, and clear pathways for resolution.
- Implement standardized procedures for application intake, ensuring applications are complete before they are accepted.

# Onsite Wastewater

## Overview

Onsite Wastewater includes an Onsite Wastewater Manager, Onsite Wastewater Specialist III, one Onsite Wastewater Specialist II, two Onsite Wastewater Specialist I's and an Administrative Assistant. The division regulates septic systems to ensure state compliance and environmental factors for public health and resource protection. This division provides site evaluations, design reviews, permitting, inspections, technical assistance, and coordination with the Oregon Department of Environmental Quality (DEQ). Staff inspect sewage pumper trucks, report on existing wastewater systems, maintain an operation and maintenance (O&M) tracking system, provide public information on wastewater regulations, and investigate sewage hazards. They also work proactively to protect groundwater, collaborating with DEQ on permitting systems in southern Deschutes County.

## 2025 Year in Review

- ✓ Assessed 188 sites for onsite wastewater treatment and dispersal systems, and issued 785 permits and authorizations for new and existing onsite treatment and dispersal systems.
- ✓ Repaired 151 failing or substandard systems, correcting sewage health hazards and protecting public health and the environment.
- ✓ Provided 12 property owners in South County with rebates of \$3,750 per property for upgrading conventional onsite wastewater treatment systems to nitrogen-reducing pollution reduction systems.
- ✓ Monitored over 2,000 septic system maintenance contracts and annual reports for O&M requirements.
- ✓ Worked with DEQ on permitting protective onsite wastewater systems in South County. Participated in several variance hearings for modified advanced treatment systems on severely limited sites.
- ✓ Improved O&M process by establishing an online document upload capability and contract termination notification system for service providers.
- ✓ Participated in a statewide DEQ work group to improve and consolidate data management with the O&M program.
- ✓ Participated on Oregon DEQ Onsite Wastewater Treatment System Rule Advisory Committee.
- ✓ Coordinated with all CDD divisions in implementing RVs as a second dwelling.
- ✓ Staff member obtained Certified Professional Soils Scientist certification.



# Onsite Wastewater

## FY 2026-27 Work Plan Projects



### Onsite Wastewater Program

- Participate in the Upper Deschutes Agricultural Water Quality Management Area Local Advisory Committee.
- Participate in the Oregon DEQ O&M Enforcement Committee to implement effective and consistent enforcement that results in compliance.
- Collaborate with the O&M Data Management System Group to find a statewide solution to improve administration of the O&M reporting requirements.
- Support and train for newly approved Alternative Treatment Technology (ATT) systems that demonstrate the ability to reduce nitrogen pollution.
- Coordinate with the Planning Division regarding land use applications and code amendments that impact onsite wastewater processes.

### Groundwater Protection Program

- Continue requiring upgrades of conventional systems to protective nitrogen reducing systems in coordination with DEQ to protect water resources in South County.
- Continue offering financial assistance opportunities to South County property owners to upgrade conventional systems to nitrogen-reducing pollution reduction systems through Nitrogen-Reducing System Rebates and the NeighborImpact Non-conforming Loan Program.
- Review groundwater protection policies for South County and continue reviewing variance applications in high-risk areas with DEQ onsite staff to ensure water resources are protected.
- Prepare for the sale of County properties within the Newberry Neighborhood in La Pine and manage funds in the Groundwater Protection Fund. Explore expanding current financial assistance programs with existing partners.
- Support efforts by DEQ to protect South County groundwater.
- Update webpage with groundwater protection information.

# Planning

## Overview

Planning includes a Planning Director (Community Development Director), Planning Manager, two Principal Planners, one Natural Resources Supervisor, two Senior Planners, three Senior Long Range Planners, one Senior Transportation Planner, two Associate Planners, one Assistant Planner, and two Natural Resources Specialists. The division consists of three areas: Current Planning, which processes land use applications and provides public information; Long Range Planning, which updates the comprehensive plan and county code and handles special projects; and Natural Resources, which assists communities in becoming more adapted to wildfire through fuels reduction and wildfire education.

## Current Planning

Reviews land use applications for compliance with Deschutes County Code (DCC) and state law, including zoning, subdivision, and development regulations, and facilitates public hearings. Staff verify compliance for building permit and septic applications and coordinate with Code Enforcement on complaints and permit conditions. Staff also perform road naming duties; provide assistance at the counter, by phone, and via email.

## Long Range Planning

Conducts long-range planning including land use policy with the BOCC, the Planning Commission, community, and partner organizations. Updates the Comprehensive Plan and zoning regulations, coordinates regional planning projects, including population forecasts with Portland State University and cities, monitors legislative sessions, and serves on local, regional, and statewide committees focused on transportation, natural resources, growth management, and economic development.

## Transportation Planning

Provides comments and expertise on land use applications and calculates System Development Charges (SDC); advises on traffic issues for permitted events; participates in the County Capital Improvement process; applies for grants for bicycle and pedestrian facilities; coordinates with the Bicycle and Pedestrian Advisory Committee (BPAC); participates in Oregon Department of Transportation (ODOT) refinement planning; coordinates road issues with the Bureau of Land Management (BLM) and the United States Forest Service (USFS); and serves on local and regional transportation committees, including BPAC, the Bend Metropolitan Planning Organization Technical Advisory Committee (TAC), and Central Oregon Area Commission on Transportation TAC.

## Floodplain & Wetlands Planning

Provides expertise on land use applications, code enforcement, and property inquiries in floodplain and wetland areas. Staff, certified as Floodplain Managers, offers up-to-date information on Federal Emergency Management Agency (FEMA) regulations, surveying, and construction requirements. Coordination is often needed with FEMA, US Army Corps of Engineers, Oregon Department of State Lands, Oregon Department of Fish and Wildlife, and USFS.

## Natural Resources

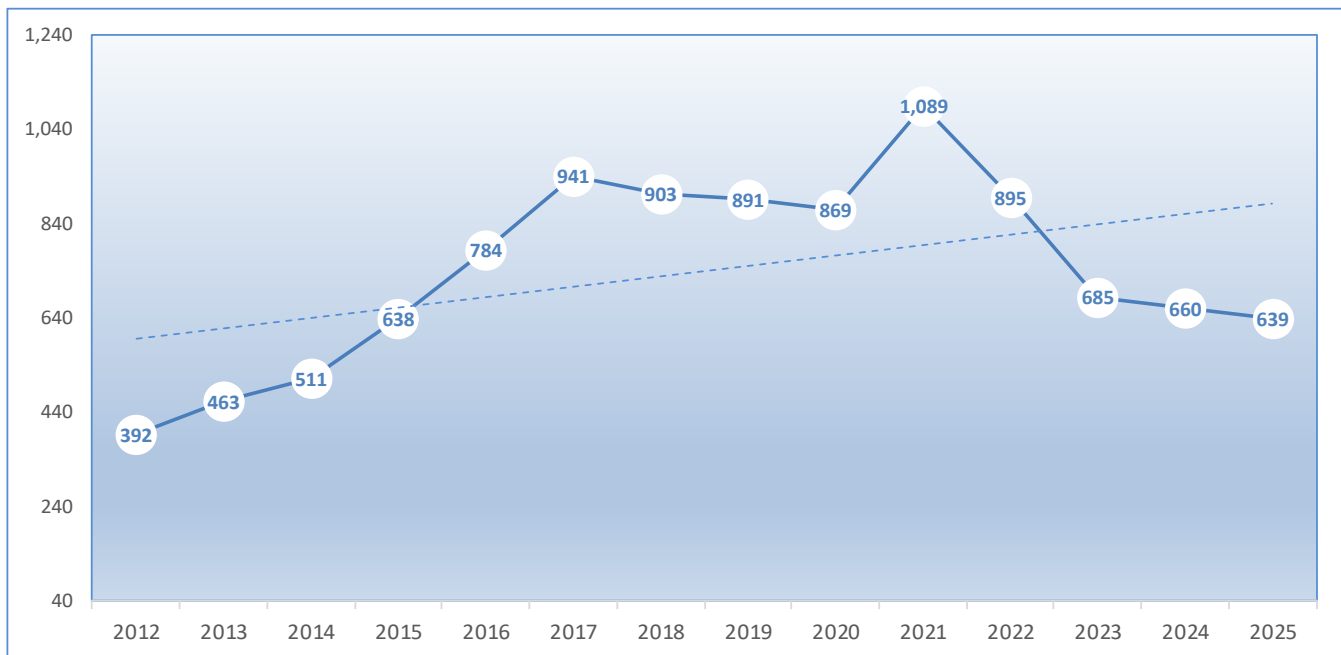
Provides leadership, technical expertise, and assistance to protect and enhance natural resources while reducing risks to life and property. Coordinates closely with local organizations and offers assistance to communities in becoming more adapted to wildfire through reducing noxious weeds and hazardous wildland fuels in and around developed areas, providing fire preparedness education through Project Wildfire and encouraging resident participation in the FireFree and Firewise USA™ Program.

# Planning

## 2025 Year in Review

- ✓ Counter coverage averaged 191 customer visits a month compared to 205 in 2024.
- ✓ Received 639 land use applications compared to 660 in 2024, a decrease of 3.2% from the prior year.
- ✓ Conducted 7 BOCC public hearings in 2025 compared to 8 in 2024.
- ✓ Recorded 14 final plats in 2025, creating a total of 120 residential lots or parcels, of which 97 are located within a destination resort.
- ✓ Received 3 applications to amend the Comprehensive Plan designation of certain properties, with a corresponding zone change.

### Land Use Applications Received



Twelve land use projects, were reviewed by Hearings Officers compared to 13 in 2024. They included:

- ✓ Plan Amendment/Zone Change from Exclusive Farm Use to Non-Resource Zoning (2)
- ✓ Replacement Dwelling in the Exclusive Farm Use Zone
- ✓ Lava Butte Trail ODOT project
- ✓ Sunriver Community Limited Zone Amendments / Equestrian
- ✓ Non-Farm dwelling (2)
- ✓ RV Park Text Amendment
- ✓ Lot of Record Determination
- ✓ Deschutes Junction Conditional Use and Site Plan Review
- ✓ Development in and adjacent to the Deschutes River
- ✓ Accessory Dwelling Unit

## 2025 Year in Review, continued

The BOCC conducted 15 quasi-judicial land use hearings or proceedings compared to 8 during 2024.

- ✓ Thornburgh Remand
- ✓ Appeals declined for review by the BOCC (1)
- ✓ Road Name Changes (2)
- ✓ Improvement Agreements (3)
- ✓ Psilocybin Service Center / LUBA Reversal / Executive Session
- ✓ Commercial Activity in Conjunction with Farm Use for a Winery
- ✓ Plan Amendment Zone Changes from Exclusive Farm Use to Non-Resource Zones (4)
- ✓ Sunriver Community Limited Zone Amendments / Equestrian
- ✓ RV Park Text Amendment in Tumalo Commercial (TUC) District

Five appeals were filed with the Land Use Board of Appeals compared to 7 in 2024:

- ✓ Destiny Court Plan Amendment / Zone Change
- ✓ Last Ranch Plan Amendment Zone Change
- ✓ Thornburgh Remand
- ✓ McKenzie Meadow Village Plan Amendment / Zone Change

## Legislative Amendments

The BOCC adopted:

- ✓ Greater-Sage Grouse Map Update—Incorporated updated maps adopted by state rulemaking for the County's Greater-Sage Grouse Combining Zone.
- ✓ Temporary Hardship Dwelling Amendments—Completed update to requirements for temporary hardship dwellings to amend outdated references and codify local policy choices.
- ✓ Farm and Forest Rulemaking Amendments—Completed update to bring local code into compliance with changes made during the state's 2024 Farm and Forest Modernization Rulemaking Project.
- ✓ Deschutes County 2040 Reconsideration—Completed hearing and amendments to the document associated with Land Use Board of Appeals (LUBA) Petitioner's Brief.
- ✓ Outdoor Lighting Amendments—Completed update to county lighting ordinance and prepared educational materials to reduce light pollution in the rural county.
- ✓ Property Line Adjustment / Variance Amendments—Removed variance requirement for property line adjustments resulting in a change to more than 10% of a substandard lot.
- ✓ Wildfire Hazard Map Repeal—In accordance with SB 83 and 75, removed local reference to State Wildfire Hazard Maps and wildfire mitigation standards for Rural Accessory Dwelling Units, established by prior legislation.

# Planning

## 2025 Year in Review, continued



### Clear and Objective Code Update Project

As of 2023, state law requires clear and objective standards, conditions, and procedures for development of needed housing in unincorporated communities, on non-resource lands, and in areas zoned for rural residential development. Throughout 2025, staff coordinated with a consultant to complete several code updates to comply with these requirements.

- ✓ Amended Title 18, County Zoning Ordinance to clarify definitions, accessory use, and dimensional standards.
- ✓ Amended Title 17, County Subdivision Ordinance to clarify land division requirements for residential development, as well as lot configuration standards.
- ✓ Amended Title 18, Goal 5 requirements for Landscape Management, and Wildlife Area, Sensitive Bird and Mammal Habitat Combining Zones. Clarified requirements for rimrock setbacks, wetland fill and removal, and related chapters.

### Deschutes 2040 Comprehensive Plan Update

- ✓ Coordinated with Legal Counsel and the BOCC on the appeal of Deschutes County 2040 Comprehensive Plan.

## Grants

### Certified Local Government (CLG) Grant

Planning staff applied for and received an 18-month \$9,000 Certified Local Government Grant from the State Historic Preservation Office (SHPO) to assist Deschutes County with its historic preservation programs. This grant cycle will conclude in June 2026.

### Housing Planning Assistance Grant

Between 2023 and 2025, the Oregon Department of Land, Conservation and Development (DLCD) awarded the department a consultant contract through its Planning Assistance Grant program. The consultant, hired by DLCD, is aiding staff in its Clear and Objective code update project.

In 2025, the DLCD awarded the department a multi-year Housing Planning Assistance grant of \$25,000 to explore amendments to County Code related to development and land divisions in future urbanizable areas.

# Planning

## 2025 Year in Review, continued

### Coordination with Other Jurisdictions, Agencies and Committees

#### Bicycle and Pedestrian Advisory Committee (BPAC)

BPAC met 12 times, commenting on regional transportation issues, trail connections between cities and recreation areas, bicycle and pedestrian safety issues, and ODOT projects, among others. BPAC convened a well-attended Tri-County Bicycle and Pedestrian Summit in April. The committee underwent several personnel changes, including election of a new chair and co-vice chairs.

#### Oregon Department of Transportation (ODOT)

- Participated in Baker Road-Lava Butte Multi-use Path and Lava Butte-La Pine Multi-use Path TAC
- Baker Road Interchange Area Management Plan TAC
- Quarterly meetings with ODOT, Road Department, and the cities of Bend and Redmond to review traffic modeling needs
- Stakeholder committee for ODOT study on wildlife passages for US Hwy 20 between Bend and Santiam Pass
- Transportation Planning and Analysis traffic modeling discussion
- US Hwy 97 Safety Study coordination
- US Hwy 20 (Greenwood Ave.) 3rd Street / Powell Butte Hwy Refinement Plan; OR126 / 35th St. (Redmond) Quick Build working group coordination; and Transportation Safety Action Plan (TSAP) design coordination for Hwy 20 / Hwy 97 Focus Areas



#### Deschutes River Mitigation and Enhancement Committee

Convened three Deschutes River Mitigation and Enhancement Committee meetings to adopt a work plan and budget for mitigation funds, and receive updates from ODFW, Deschutes River Conservancy, Upper Deschutes Watershed Council, Central Oregon Irrigation District, and other key agency and nonprofit partners.

# Planning

## 2025 Year in Review, continued

### Coordination with Other Jurisdictions, Agencies and Committees

#### City of Bend—Coordinated with City staff regarding:

- ✓ Bend Urban Growth Boundary (UGB) Amendment / HB 1537 / Affordable Housing Project
- ✓ Long-term planning for the Outback Water Filtration Facility
- ✓ Sequential review process for Growth Plan Update and UGB Expansion
- ✓ Bend Metropolitan Planning Organization TAC

#### City of La Pine—Coordinated with City staff regarding:

- ✓ Land use applications for effects on county road system
- ✓ La Pine 2045 Comprehensive Plan Update
- ✓ Newberry Neighborhood comprehensive plan designations, master plan and implementing regulation

#### City of Redmond—Coordinated with City staff regarding:

- ✓ CORE3—Plan amendment Zone Change and UGB Amendment for a dedicated, multi-agency coordination center for emergency operations and training led by Central Oregon Intergovernmental Council

#### City of Sisters—Coordinated with City staff regarding:

- ✓ Participation in the implementation of Sisters Country Vision Plan and Sisters Comprehensive Plan
- ✓ Participation in the City's UGB expansion process

#### Deschutes County

- ✓ Provided updates to BOCC regarding Eastern Oregon Solar Siting Rulemaking, Greater-Sage Grouse Population Status, and Portland State University population updates

#### Oregon Department of Forestry

- ✓ Coordinated with Oregon Department of Forestry and the Office of the State Fire Marshall on the release of the State Wildfire Hazard Map as outlined in SB 762 and SB 80

#### Bend Parks and Recreation District (BPRD)

- ✓ Coordinated with BPRD on mid-term update to district's Comprehensive Plan and Park Search Map



## FY 2026-27 Work Plan Projects

### Development Review

- Respond to phone and email customer inquiries within 48 to 72 hours.
- Conduct pre-application meetings and respond to customer inquiries (counter, phones, and emails).
- Issue all administrative (staff) decisions for land use actions that do not require prior notice within 21 days of determination of a complete application.
- Issue all administrative (staff) decisions for land use actions requiring prior notice within 45 days of determination of a complete application.
- Process Hearings Officer decisions for land use actions and potential appeals to the BOCC within 150 days per State law.
- Improve webpage accessibility to the public to view records associated with complex land use applications.

### Resource Stewardship & Community Resilience

- Groundwater Protection — Support efforts by DEQ and Onsite Wastewater Division to protect South County groundwater, including the Groundwater Protection Program Annual Report.
- Natural Hazards — Pending state legislative changes and updates to Fire Risk Mapping in 2025, develop a work plan to amend the Comprehensive Plan and County Code requiring defensible space and fire-resistant building materials per SB 762 and SB 80 (2021 and 2023, Wildfire Mitigation).
- Natural Hazards Mitigation Plan — I initiate recommended development code amendments.
- Greater-Sage Grouse — Continue to participate as a cooperating agency with the Bureau of Land Management.
- Dark Skies update — Revisit the county's existing outdoor lighting ordinance (DCC 15.10) and update.

### Comprehensive Plan Update

- Initiate update to Terrebonne Community Plan, including outreach, technical coordination, collaboration with special districts, and updates to plan goals, policies, and narrative.
- Initiate Comprehensive Plan Amendment to recognize 2025 Large Lot Industrial study completed by Central Oregon Intergovernmental Council.
- Monitor appeal of Deschutes County 2040 Comprehensive Plan.

### Transportation Planning

- Process road naming requests associated with certain types of development on a semi-annual basis.
- Administer the County's Transportation SDC program.
- Coordinate with Bend Metropolitan Planning Organization (MPO) on regional projects and planning.
- Coordinate with ODOT on roadway projects and interchange area management plans.

# Planning

## FY 2026-27 Work Plan Projects, continued

### City of Bend Coordination

- Coordinate on growth management issues, including technical analyses related to housing and employment needs and SB 1537, Expedited UGB Amendment for affordable and workforce housing.
- Coordinate with BPRD for the development of park space in Southeast Bend.
- Coordinate on urbanization related code amendment projects.
- Outback Expansion—Forthcoming plan amendment, zone change, text amendment.
- Coordinate on collection system master plan/public facility plan.
- Coordinate on water reclamation facility plan/public facility plan.

### City of La Pine Coordination

- Participate in La Pine 2045 Comprehensive Plan Update process.
- Coordinate campground feasibility analysis on County-owned properties within city limits.
- Coordinate transportation impacts and long-range planning for County-owned right-of-way facilities located within city limits
- Participate with Deschutes County Property Management and City of La Pine to update and amend the county-owned Newberry Neighborhood comprehensive plan designations and master plan, and implement regulations.
- Coordinate as needed with City staff on the full update to the La Pine Transportation System Plan, primarily providing feedback to the consultant team as needed as it relates to County facilities within and surrounding the City.
- Coordinate on the Cagle Infill Development Plan as needed, as it relates to city facility planning that will be connecting with Burgess Rd.
- Addressing coordination and transferring responsibilities to the City.

### City of Redmond Coordination

- Coordinate implementation of their Comprehensive Plan Update.
- Update the Joint Management Agreement and Urban Holding Zone lands per HB 3197.
- Coordinate planning efforts for McVey interchange on South Highway 97 to access Large Lot Industrial Lands through either a Goal Exception process or legislative equivalent.

### City of Sisters Coordination

- Participate in the implementation of Sisters Country Vision Plan and City of Sisters Comprehensive Plan Update.
- Participate in the UGB Expansion process.
- Coordinate on urbanization related code amendment projects.
- Partner on historic preservation activities.

## FY 2026-27 Work Plan Projects, continued

### DLCD Rulemaking

- Monitor rulemaking pertaining to Goal 5—Cultural Areas and Farm and Forest Conservation Program improvements.
- If required, initiate legislative amendments to the Comprehensive Plan and zoning code.

### Growth Management Committees

- Coordinate and/or participate on Deschutes County BPAC, Project Wildfire, and Deschutes River Mitigation and Enhancement Committee.



### Historic Preservation—CLG Grant

- Administer 2025-26 CLG Grant from SHPO.

### Housekeeping Amendments

- Initiate housekeeping amendments to ensure county code complies with state law.

### Housing Strategies

- Amend county code to define family for unrelated persons per HB 2538 (Non-familial Individuals).
- Explore options and approaches to address rural housing and homelessness as allowed under state law.

### Legislative Session (2026-27)

- Participate in legislative or rulemaking to shape state laws that benefit Deschutes County.

### Planning Commission Coordination

- Coordinate with the BOCC to establish strategic directions for the Planning Commission.

### Zoning Text Amendments

- Childcare—Review code for consistency with state law and greater flexibility in establishing facilities.
- Forest Zone Code—Review for compliance with Oregon Administrative Rules.
- Lot Line Adjustments and Re-platting.
- Establish procedures for private burial grounds.
- Title 19, 20, 21—Language related to Class I, II, and III road projects as allowed uses.
- Title 22—Procedures ordinance for consistency with state law and planning department interpretations.

# Natural Resources

## 2025 Year in Review

- ✓ Facilitated regular meetings for Project Wildfire, Project Wildfire Neighborhood Coalition, and Deschutes County Noxious Weed Board.
- ✓ Expanded Project Wildfire Steering Committee by adding three new members.
- ✓ Completed fire fuel breaks for Central Oregon Irrigation District and City of Bend.
- ✓ Completed fuels reduction projects for Inn of the Seventh Mountain, Points West, Deschutes Land Trust, community of Plainview, and Deschutes County-owned lots.
- ✓ Completed the 2025 Greater Sisters Country Community Wildfire Protection Plan.
- ✓ Managed the 2025 Fall Fuels Reduction Grant Program which funded 53 communities.
- ✓ Managed the 2025 Spring Sweat Equity Bin Rental Program which was awarded to 30 communities.
- ✓ Treated lots for Yellow Flag Iris along the Deschutes River.

## FY 2026-27 Work Plan Projects

- Integrate Natural Resources into CDD under the Planning Division.
- Continue monitoring funding opportunities.
- Continue facilitating regular meetings for Project Wildfire, Project Wildfire Neighborhood Coalition, and Deschutes County Noxious Weed Board.
- Support efforts by Central Oregon wildfire education groups to expand outreach and education opportunities.
- Continue to offer Wildfire Mitigation & Fuels Reduction grant opportunities to county residents.
- Complete updates for Community Wildfire Protection Plans and educate the public through regular meetings and presentations.
- Support Project Wildfire Neighborhood Coalition by recruiting, mentoring, and educating Deschutes County residents.
- Support fuels mitigation and wildfire preparedness education and outreach through the La Pine Wildfire Mitigation Project.
- Provide three grant opportunities to Deschutes County communities through the BLM Good Neighbor Authority.
- Facilitate community wildfire risk reduction through the Sweat Equity Bin Rental Program, the Fall Fuel Reduction Grant Program, and the Fuels Reduction Project in La Pine.
- Complete the Buttes to Basin project at Inn of the Seventh Mountain and Points West communities.
- Perform education and outreach for the Noxious Weed Program.

# Community Involvement Report

## 2025 Year in Review

Statewide Planning Goal 1, Citizen Involvement, requires cities and counties to create a citizen involvement program that provides opportunities for community participation in land use planning processes and decisions.

Land use legislation, policies, and implementation measures made by Oregonians nearly 50 years ago helped shape Oregon’s urban and rural environments. Likewise, choices made today will ultimately shape these areas in the future. Successful land use planning occurs through an open and public process that provides room for information gathering, analysis, and vigorous debate. Deschutes County’s Community Involvement program is defined in Section 1.2 of the Comprehensive Plan.

This chapter identifies the County Planning Commission as the committee for citizen involvement. It also contains the County’s Community Involvement goal and corresponding five policies that comply with Goal 1. This report briefly discusses the noteworthy community involvement actions undertaken by the Planning Division in 2025. The report is intended to provide county residents and stakeholders with a tool to assess its effectiveness and offer additional suggestions the County can utilize to ensure that its diverse communities remain actively involved in land use planning discussions.



Flat Fire Crew, Sisters-Camp Sherman Fire Department

# Community Involvement Report

## 2025 Year in Review, continued

### Planning Commission

Convened 18 times to consider:

- ✓ Baker Road Interchange Area Management Plan Presentation
- ✓ CDD FY 2024-25 Annual Report & Work Plan
- ✓ Clear and Objective Housing Code Updates
- ✓ Dark Skies Amendments
- ✓ Farm and Forest Housekeeping Amendments
- ✓ Housing Panel Discussion
- ✓ Planning 101 Presentation
- ✓ Property Line Adjustment / Minor Variance Amendments
- ✓ R327 Building Code Amendments
- ✓ Request to Review Hearings Officers Decisions (247-23-000-302-DR/25-93-A)
- ✓ Greater-Sage Grouse Map Amendment Update
- ✓ Southern Deschutes County Groundwater Protection Annual Report
- ✓ Statewide Wildfire Hazard Mapping and Rules
- ✓ Temporary Hardship Dwelling Amendments
- ✓ Terrebonne Informational Presentations



### Historic Landmarks Commission (HLC)

Convened four times to consider:

- ✓ CDD FY 2025-26 Annual Report & Work Plan
- ✓ CLG Grant Projects
- ✓ DLCD Goal 5 Cultural Areas Rulemaking
- ✓ Updates from Bend and Redmond Historic Landmarks Commission
- ✓ Women's History Multi-Property Documentation Project



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 3, 2026

**SUBJECT:** Amendment to L3Harris Managed Services contract for maintenance of emergency communications infrastructure

**RECOMMENDED MOTION:**

Move approval of Document No. 2026-0367 amending the managed services contract for maintenance of L3Harris infrastructure.

**BACKGROUND AND POLICY IMPLICATIONS:**

The 10-year managed services agreement with L3Harris was signed in 2022 (2022-524). Since then, five more sites have been added to the emergency communications system.

The additional sites which will be maintained under the agreement are: Henkle Butte Site, Sisters Camp Sherman Fire Department Site, Long Butte Site, Road Department Site, and Kingwood Site.

**BUDGET IMPACTS:**

Under the amended services agreement, the cost to maintain the new infrastructure is an additional \$118,436 annually. Beginning July 1, 2026, the total amount billed by L3Harris for managed services will be \$305,592.00 per year. This is a budgeted expense under maintenance agreements in Fund 705.

**ATTENDANCE:**

Sara Crosswhite, 9-1-1 Service District Director  
Emily van Siereveld, Technical Systems Manager 9-1-1



**AMENDMENT 01 TO THE MANAGED SERVICES AGREEMENT BETWEEN DESCHUTES COUNTY 9-1-1, OREGON AND L3HARRIS TECHNOLOGIES, INC.**

**THIS AMENDMENT 01 TO THE MANAGED SERVICES AGREEMENT** (“Amendment”) is made and entered on May \_\_\_, 2026 by and between **DESCHUTES COUNTY 9-1-1, OREGON** (“Buyer”) and **L3HARRIS TECHNOLOGIES, INC.**, (“Seller”), a Delaware Corporation acting through its Communications & Spectrum Dominance Segment, (formerly known as “Communication Systems Segment”) (“Seller”). with its principal place of business located at 221 Jefferson Ridge Parkway, Lynchburg, VA 24501. Buyer and Seller are referred to herein collectively as the “Parties” and separately as a “Party”.

**RECITALS**

**WHEREAS**, Buyer and Seller previously entered into that certain Managed Services Agreement dated July 1st, 2022 (the “Agreement”) for the provision of a certain Service(s) to the System by Seller to Buyer;

**WHEREAS**, pursuant to Section III.28(b) of the Agreement, Buyer and Seller seek to amend details found in the Agreement because Seller will now provide Service(s) for certain additional Equipment and now seek to record those changes as specifically set forth in this Amendment;

**NOW THEREFORE**, for and in consideration of the Parties’ mutual promises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. Purpose – Buyer and Seller agree to amend the agreement to replace the infrastructure table below. This table shall replace the infrastructure table in Attachment A of the Agreement, in its entirety:

**INFRASTRUCTURE**

QTY	DESCRIPTION
5	Multicast Sites
6	Simulcast Sites
26	Symphony Consoles
1	UAC Gateway, 4 cards
1	Connect Core

- 2. Scope of Supply – Seller agrees that all the goods and services contained in Section II and described in Attachment B of the Agreement shall apply to the additional equipment added to the Agreement via this amendment, with the exception of the Planned Core/Network Upgrade and Obsolescence Protection.
- 3. Additional equipment added via this amendment are named as follows:
  - a. Henkle: 5 Channel, Site 105, Multicast
  - b. SCFD 704: 3 Channel, Site 106, Multicast
  - c. Long Butte: 5 Channel, Site 107, Simulcast (Redmond)
  - d. Road Dept: 5 Channel, Site 114, Simulcast (Bend)



# L3HARRIS™

- e. Kingwood: 5 Channel, Site 108, Simulcast (Redmond)
- f. 1 Connect Core

4. Total Agreement Price: The Total Agreement Price as detailed in the Agreement shall be updated as follows: In consideration of the additional equipment now covered under the services, the below Support Fee table shall replace its counterpart in the Agreement:

TERM (Period of Performance)	ANNUAL SUPPORT FEES
Year 1 July 1, 2022 - June 30, 2023	\$174,032.00
Year 2 July 1, 2023 - June 30, 2024	\$174,032.00
Year 3 July 1, 2024 - June 30, 2025	\$174,032.00
Year 4 July 1, 2025 - June 30, 2026	\$187,156.00
Year 5 July 1, 2026 - June 30, 2027	\$305,592.00
Year 6 July 1, 2027 - June 30, 2028	\$305,592.00
Year 7 July 1, 2028 - June 30, 2029	\$305,592.00
Year 8 July 1, 2029 - June 30, 2030	\$305,592.00
Year 9 July 1, 2030 - June 30, 2031	\$305,592.00
Year 10 July 1, 2031 - June 30, 2032	\$305,592.00
<b>TOTAL ANNUAL SUPPORT FEES (10 YEARS)</b>	<b>\$2,542,804.00</b>

- 5. Full Force and Effect – The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.
- 6. Execution – This instrument may be executed in one or more counterparts. Documents signed and transmitted electronically shall be deemed original and binding documents.

*[Signatures Follow]*

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the Effective Date by their duly authorized representatives.

**L3HARRIS TECHNOLOGIES, INC.,  
COMMUNICATIONS & SPECTRUM DOMINANCE  
SEGMENT**

**DESCHUTES COUNTY 9-1-1, OREGON**

By: 

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

Name: Kathryn Lewis

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

Title: Lead Contracts Manager

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

Date: May 21<sup>st</sup>, 2026

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



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 3, 2026

**SUBJECT:** Upper Deschutes Watershed Council Annual Report

**RECOMMENDED MOTION:**  
N/A

**BACKGROUND AND POLICY IMPLICATIONS:**

During the FY 2026 video lottery allocation discussion, the Board allocated a Service Partner Grant to Upper Deschutes Watershed Council (UDWC) in the amount of \$18,192. Service partner grants are made available through the Video Lottery Fund, which is supported by state lottery proceeds.

As part of the grant agreement UDWC will provide an annual report to the Deschutes County Board of Commissioners that describes the outcomes of the grant funded activities and the use of County funds.

**BUDGET IMPACTS:**

Grant funds are accounted for in the FY 2026 budget.

**ATTENDANCE:**

Jen Patterson, Strategic Initiatives Manager  
Kris Knight, Executive Director, Upper Deschutes Watershed Council



**UPPER DESCHUTES**  
WATERSHED COUNCIL

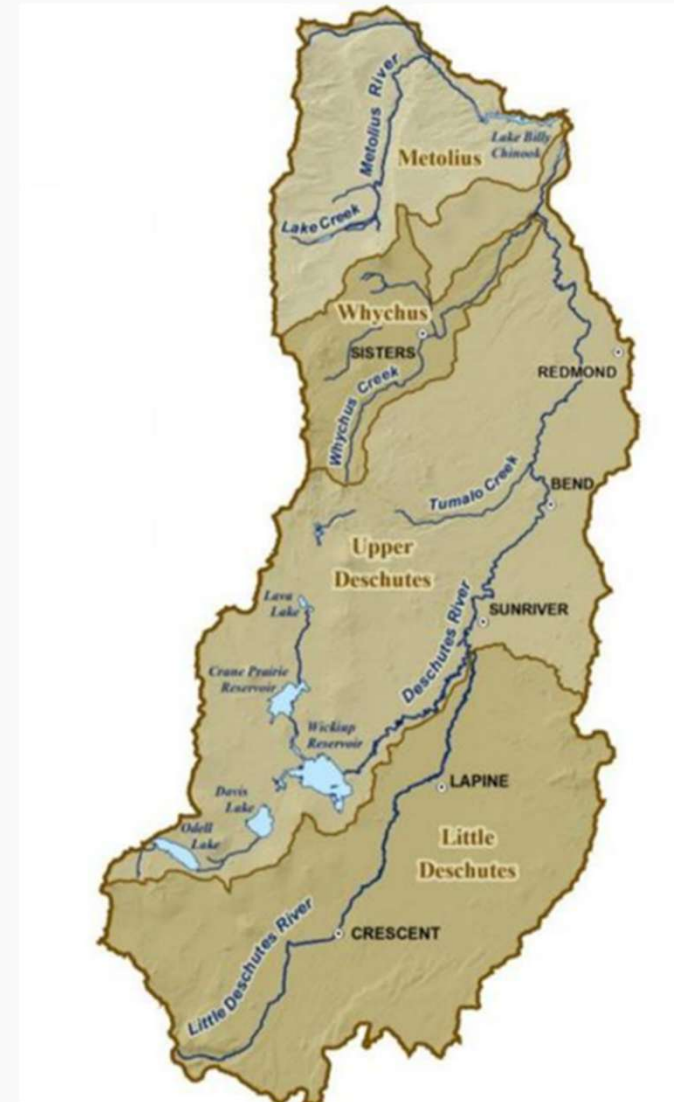


# Upper Deschutes Watershed Council

**Kris Knight, Executive Director**  
**June 3, 2026**

# What is a Watershed Council?

- A watershed council is a community-based, voluntary, non-regulatory group working in local communities on collaborative projects
- More than 50 watershed councils in Oregon, and a unique model created by the state of Oregon and initiated by local governments
- We will celebrate our 30<sup>th</sup> anniversary in 2027 and Deschutes County was instrumental in helping start our watershed council.

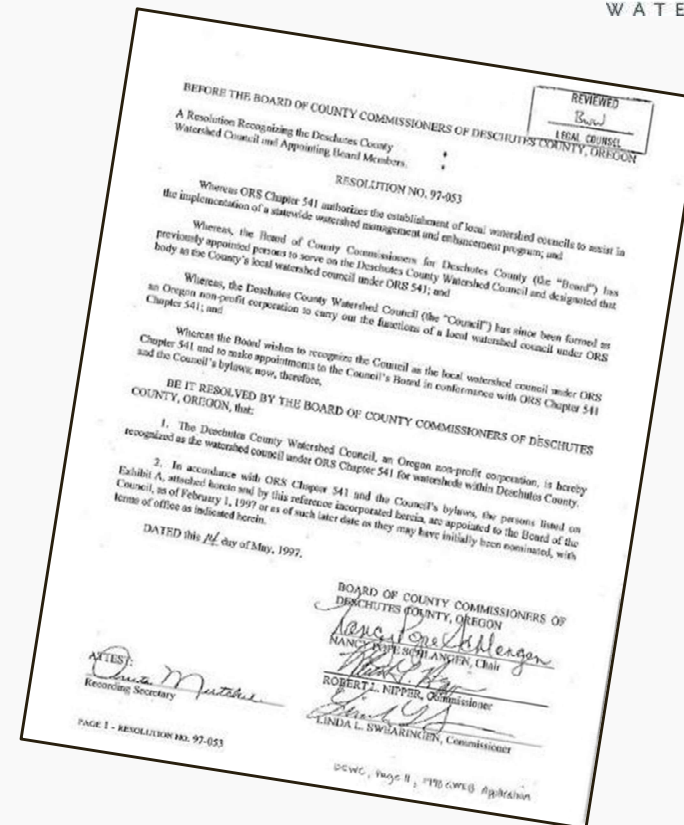




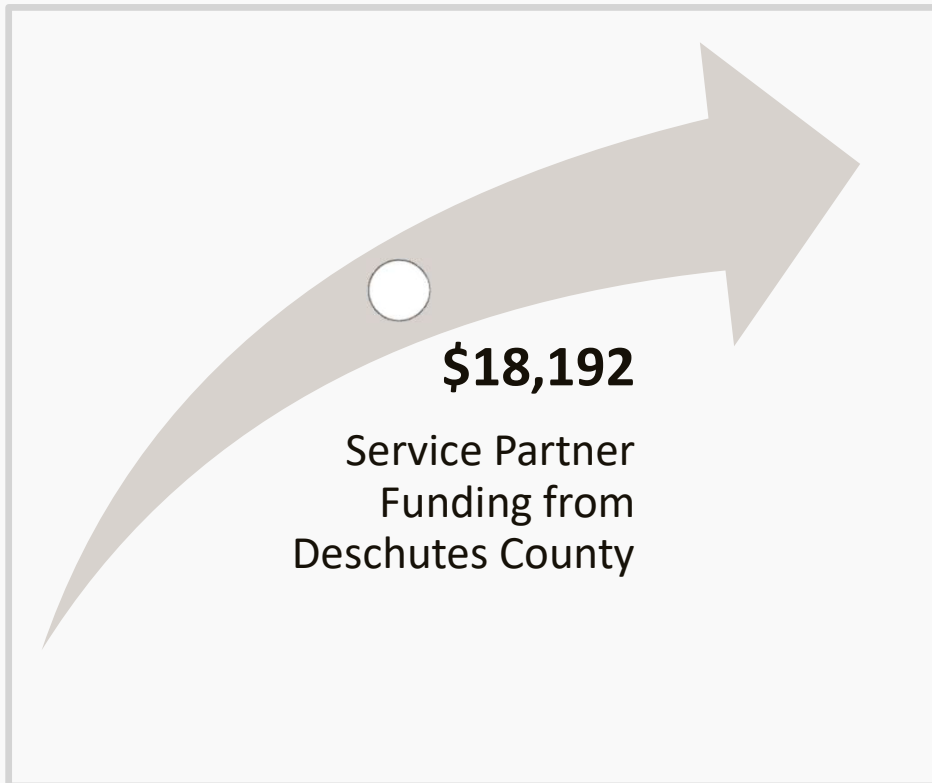
# Partners in Watershed Management



- Deschutes County helped establish the UDWC as the watershed council in Deschutes County in 1996-97
- Founded in cooperation with Deschutes County and began operating as a nonprofit 501(c)3 charitable organization in 1997.
- Current recipient of a Service Partner Program Grant – Thank You!



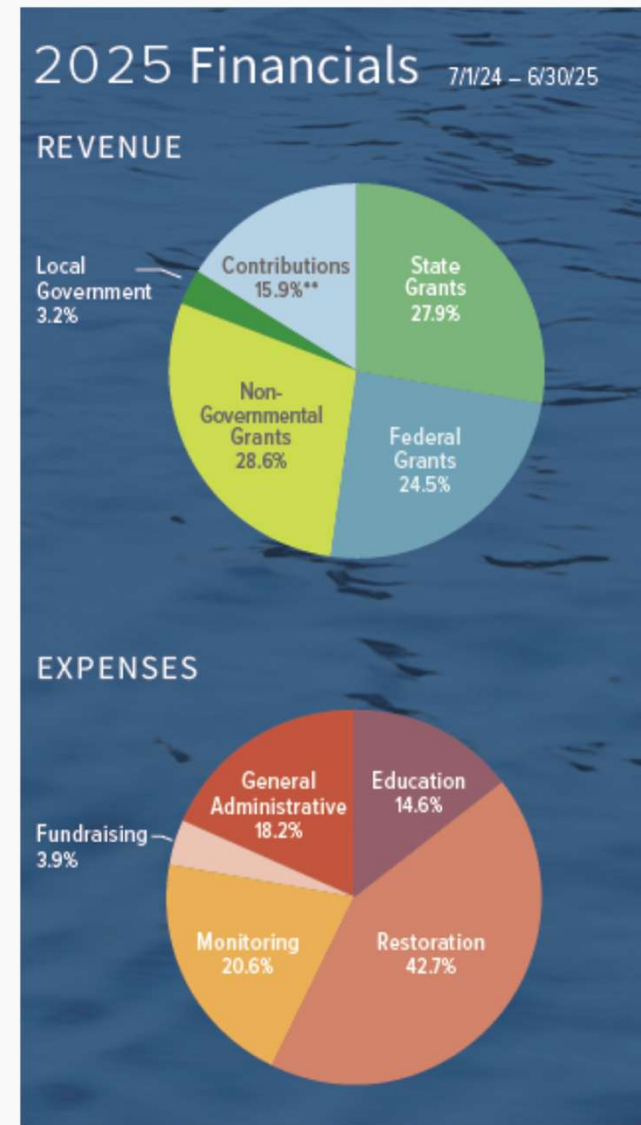
# Service Partner Funding



- UDWC leverages these dollars to bring federal, state and private funding to Central Oregon
- Total revenue for FY25 ending June 30, 2025 was \$1,235,885

# Funding

- UDWC funding comes from a mix of public and private sources
- Federal, state and local government grants but also private foundations and individual and business supporters



# Board of Directors

- Bill Anthony (President) U.S. Forest Service (retired)
- Beth Bailey Portland General Electric
- Cris Converse (Sec./Treas.) Pine Meadow Ranch (former owner)
- Michael Fisher Central Oregon Community College (retired)
- Jason Gritzner U.S. Forest Service
- Will Groves Deschutes County Planning Department
- Kelley Hamby Former irrigation district operations manager
- Jen Hobson-Hinsley Marketing/Public Relations
- Lisa Keown Educator
- Smita Mehta Oregon Department of Environmental Quality
- David Pilz Water and Natural Resources Consultant
- Sunny Simpkins (VP) National Assoc of Flood and Stormwater Agencies

# Mission

- **Mission:** we seek to protect and restore the two-million-acre Upper Deschutes watershed through collaborative projects in **habitat restoration, watershed education and long-term monitoring**



# Importance of Restoration – Flat Fire, August 2025



# Whychus Creek restoration and wildfire resilience

## GUEST COLUMN

BY KRIS KNIGHT, NATASHA BELLIS  
AND KATE FITZPATRICK

This past year intensive wildfires impacted Central Oregon. One area hit particularly hard was the Whychus Creek watershed. Whychus Creek starts on the east side of the Three Sisters mountains and flows through the community of Sisters before it joins the Deschutes River south of Lake Billy Chinook. The Alder Springs Fire burned more than 3,000 acres in June in the lower part of Whychus Creek and threatened communities in Crooked River Ranch. The Flat Fire burned more than 23,000 acres near Sisters in August and burned along 11 miles of Whychus Creek. Thankfully, because of the amazing response and heroic efforts of firefighters, no lives were lost and many homes and neighborhoods were saved from the fire. That said, five homes were destroyed and numer-

ous properties suffered great damage and our hearts go out to those who were impacted.

The fire impacted two properties along a six-mile stretch of Whychus Creek owned by the Deschutes Land Trust, known as Whychus Canyon Preserve and Rimrock Ranch. For more than a decade, a group of organizations including the Deschutes Land Trust, Deschutes River Conservancy and Upper Deschutes Watershed Council have been working together as the Deschutes Partnership to restore and protect Whychus Creek. This work has involved restoring streamflow to the creek, removing barriers to fish passage and migration, screening off irrigation diversions, protecting land from development and improving habitat to benefit the reintroduction of salmon and steelhead to the watershed. Between 2016 and 2023, the Partnership restored approximately three miles of Whychus Creek on Land Trust properties, reconnecting the creek to the floodplain and enabling



This shows part of the restored area of Whychus Creek. (Peter Cooper/Deschutes Land Trust)

natural processes to function across the bottom of the valley.

As our organizations start to assess the damage from the Flat Fire, we are seeing that the areas where we restored Whychus Creek to its adjacent floodplain were more resilient to the fire compared to areas that had not been restored. The three miles of restored floodplain is in many ways a ribbon of green through what is now

a sea of black and was likely an oasis for fish and wildlife during and after the fire. Drone images from above the canyon speak volumes – the un-restored areas were almost entirely burned by the Flat Fire while restored areas retained vegetation and in many ways were unscathed. Areas that had been dry pastures were restored with additional streamflow to become meandering stream channels

and wetland areas that served as fire breaks. This shows us how restored ecosystems can withstand impacts from wildlife and is an important reminder of the value restoration plays in making our rivers and streams more resilient to fire and climate change. We do expect that fine sediments from areas upstream or adjacent to these restored areas will wash down and impact the creek but our hope is the floodplain restoration will accommodate and buffer this disturbance.

While we do not mean to minimize the impacts to other properties from the Flat Fire, we hope there can be a hopeful message from Whychus Canyon Preserve and Rimrock Ranch that we can restore and protect our rivers and streams where needed to be more resilient and recover from impacts from wildfires.

■ *Kris Knight is executive director of the Upper Deschutes Watershed Council. Natasha Bellis is conservation director of the Deschutes Land Trust. Kate Fitzpatrick is executive director of the Deschutes River Conservancy.*

# Flooding in December 2025





Fish returning and spawning in restored areas

# What's Next? Start Working on Restoration after Flat Fire



# Working to Design Fish Passage Projects



# Seeking Funding for Central Oregon

- In July of 2026 will submit proposal to Oregon Watershed Enhancement Board for Partnership funding with Deschutes River Conservancy and Deschutes Land Trust to support Oregon Spotted Frog restoration in the Little Deschutes and Upper Deschutes watershed and funding for irrigation modernization work.



# Education and Outreach

- UDWC continues to offer a K-12 education program to educate about water resources
- This is the 3rd year delivering a program for City of Bend focused on 5<sup>th</sup> Grade students
- Worked with schools in Sunriver, La Pine, Redmond, Camp Sherman, and Sisters this last year



# Adult Education

- This past year UDWC partnered with COCC to offer two adult watershed education classes
- These classes are in the classroom and in the field. The 2026 classes focused on the Whychus Creek watershed and Upper Deschutes watershed



# River Clean-up and Stewardship

- UDWC continues to host the annual Deschutes River Cleanup at multiple locations – happening on July 11<sup>th</sup> in 2026
- We also provide stewardship opportunities for businesses and organizations to volunteer to benefit our local rivers throughout the year



# Learn More or Get Involved

- Visit our website to learn more:  
[www.restorethedeschutes.org](http://www.restorethedeschutes.org)
- Contact me or join our email list:  
[kknight@restorethedeschutes.org](mailto:kknight@restorethedeschutes.org)
- Follow us on Facebook or Instagram
- Participate in a project tour or event like the annual Deschutes River Cleanup
- Thank you to Deschutes County for your ongoing support through the Service Partner Program!





BOARD OF  
COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 3, 2026

**SUBJECT:** Review draft letter to Jericho Road concerning the requested lease of County-owned property in East Redmond for a homelessness services center

**BACKGROUND AND POLICY IMPLICATIONS:**

Staff will review the draft letter to Jericho Road concerning the requested lease of County-owned property in East Redmond for a homelessness services center with the Board of County Commissioners and incorporate edits as directed.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Erik Kropp, Deputy County Administrator  
Kristie Bollinger, County Property Management  
Eleanor Bessonette, Jericho Road

June XX, 2026

Board of Directors  
Jericho Road of Redmond  
PO Box 1623  
Redmond, OR 97756

Dear Board of Directors:

Deschutes County recognizes that homelessness is a crisis affecting individuals and families throughout Central Oregon and therefore has continued to invest resources to expand existing services, shelter space, and housing opportunities, and to bring new and innovative solutions to the region. Deschutes County is proud to be a partner in the work being done in East Redmond through strong partnerships with community service providers, the City of Redmond and the greater community. Through this commitment, the County has provided funding or in other instances reserved property for projects to support homeless initiatives.

Jericho Road has identified the need for a service center that will fill a critical gap in the continuum of care. Its vision includes an approximate 2,500 square foot modular building to serve as meeting space and community service provider offices to connect homeless individuals and families to critical services including sheltering, housing, job placement assistance, physical and behavioral health resources, pantry programs, and serve as a single point of entry model. Further, the project will include 1,600 square foot of heated storage to accommodate a shower trailer and program storage.

In response to Jericho Road’s request to reserve +/- 1.71-acres of County-owned property in East Redmond to construct a new service center, the County is providing this letter of support to confirm its commitment to entering a long-term lease for this project. Noting that County staff time and the lease is predicated upon evidence of 60% funding for project development and a business plan that includes program funding.

Sincerely,

DESCHUTES COUNTY BOARD OF COMMISSIONERS

[Insert signature block here]