



## CITY COUNCIL WORK SESSION MEETING

Monday, April 21, 2025 at 6:00 PM  
Council Chambers and YouTube Livestream

Website: [www.forestparkga.gov](http://www.forestparkga.gov)  
YouTube: <https://bit.ly/3c28p0A>  
Phone Number: (404) 366.4720

**FOREST PARK CITY HALL**  
745 Forest Parkway  
Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James  
The Honorable Hector Gutierrez

The Honorable Delores A. Gunn  
The Honorable Latresa Akins-Wells  
The Honorable Allan Mears

Ricky L. Clark Jr, City Manager  
Randi Rainey, City Clerk  
Danielle Matricardi, City Attorney

### AGENDA

#### VIRTUAL NOTICE

To watch the meeting via YouTube - <https://bit.ly/3c28p0A>

The Council Meetings will be live-streamed and available on the City's

YouTube page - "*City of Forest Park GA*"

**CALL TO ORDER/WELCOME:**

**ROLL CALL:**

**ADOPTION OF THE CONSENT AGENDA WITH ANY ADDITIONS / DELETIONS:**

**ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:**

**CONSENT AGENDA:**

- 1. Council Discussion and Approval to enter into a contract for On-Call Real Estate Appraisals and Right of Way Acquisition Consultant Services-Public Works/Procurement**

#### **Background/History:**

The Department of Public Works is requesting City Council approval of a contractual agreement with Colliers Engineering and Design, Inc.

In March of 2022, Procurement conducted a Request for Proposals (RFP) for consultant services to assist the City in acquiring property and easements for various projects, including those funded by the

Federal and State governments. Compliance with the Georgia Department of Transportation (GDOT) and the Federal Highway Administration (FHWA) Real Estate Division is required for federally and state-funded projects. Colliers Engineering and Design, Inc. provides essential services to ensure that the City remains in compliance with these regulations. This contract is necessary to continue the City's sidewalk projects and maintain uninterrupted services.

SPLOST Funding: Cost is to be determined on a project-by-project basis.

**2. Council Discussion and Approval to Renew the Agreement with Flock Safety - Police Department/Procurement Department**

**Background/History:**

The Forest Park Police Department conducted a thorough examination in 2022 to identify the most effective license plate readers, and Flock Safety emerged as the top choice. In January 2024, the Mayor and Council approved the acquisition of LPR cameras to ensure comprehensive coverage across the city. These license plate readers prove to be invaluable tools for law enforcement, particularly in the realm of investigations.

The Forest Park Police Department is seeking to continue services with Flock Safety for another year at the annual cost of \$62,500 funded by Red Speed, the automation School Zone cameras.

**NEW BUSINESS:**

**3. Council Discussion to Approve the Acquisition of Permanent Easement Rights Located at (Lot 78, 13th District) 5201 Albert Drive, Forest Park, Georgia 30297 - Executive Office**

**Background/History:**

There is a public necessity and use for the City to acquire permanent easement rights on the property located at 5201 Albert Drive, Forest Park, Georgia 30297 (Clayton County Tax Parcel Identification No. 13078B F007). There has been a finding made that the circumstances are such that it is necessary to proceed with condemnation proceedings regarding permanent drainage easement rights by use of a method of condemnation, as authorized by O.C.G.A. §§ 22-1-1 *et seq.*

**4. Council Discussion and Approval regarding Major Medical renewal benefits package for FY' 25-26-Executive Office**

The City's Employee Benefits Program renews annually on **July 1st**. Currently, **Cigna** serves as the provider for our **Medical, Dental, and Vision Insurance** plans.

In preparation for the upcoming renewal, our Benefits Broker, **MSI Benefits Group**, collaborated closely with Cigna to secure a competitive proposal. Cigna's initial underwriting analysis projected a **16.43% increase** in premiums. However, the carrier released an initial renewal offer at **+12%**, followed by a **verbal non-marketing offer of +7%**, contingent upon the City not marketing the plan to other carriers.

**5. Council Discussion and Approval to Purchase Body Worn Cameras and In-Car Cameras - Police Department/Procurement Department**

**Background and History:**

The Forest Park Police Department currently utilizes Versaterm for its body-worn and in-car camera systems. However, the department has encountered ongoing operational challenges with the Versaterm body-worn camera platform. Additionally, the system lacks several critical features that are considered standard in today's law enforcement technology landscape.

Due to these concerns, the department is requesting to transition to Axon body-worn and in-car camera systems. Axon is widely recognized for its reliability, advanced features, and seamless integration capabilities. The Axon platform offers automatic camera activation, real-time access to video footage, and secure cloud-based storage providing a more effective, dependable, and legally compliant solution to meet the department's operational needs.

The Forest Park Police Department requests approval to piggyback from the Sourcewell cooperative contract #101223-AXN with Axon. The 60-month period total cost is \$969,071.05 – Body Cameras: \$388,931.05 and in-car camera system: \$580,140.00, which will be expensed in annual installments. The initial payment starting in June 2025 totals \$9,690.69 to be funded from Department of Treasury account: 214-31-3210-53-1105. The 2025/2026 annual total cost is \$87,216.40.

**6. Council Discussion and Approval of a Fee Waiver for the Use of Starr Park Amphitheater – Recreation and Leisure Services**

**Background/History:**

The 3rd annual “Jam for Peace” festival is looking to return to the City of Forest Park on Saturday May 10th. This event will feature performances by local artists, church and school choirs. This event will also provide the community with an educational, job and health fair.

**7. Council Discussion and Approval of a Fee Waiver for the Use of 696 Main Street – Recreation and Leisure Services**

**Background/History:**

The Clayton County Department of Children Services is looking to use 696 Main Street on the 22nd of May for their Employee Appreciation Day. The event will take place on a Thursday between 10am – 4pm.

**EXECUTIVE SESSION:** (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

**ADJOURNMENT:**

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at 404-366-4720 at least 24 hours before the meeting.

**File Attachments for Item:**

**1. Council Discussion and Approval to enter into a contract for On-Call Real Estate Appraisals and Right of Way Acquisition Consultant Services-Public Works/Procurement**

**Background/History:**

The Department of Public Works is requesting City Council approval of a contractual agreement with Colliers Engineering and Design, Inc.

In March of 2022, Procurement conducted a Request for Proposals (RFP) for consultant services to assist the City in acquiring property and easements for various projects, including those funded by the Federal and State governments. Compliance with the Georgia Department of Transportation (GDOT) and the Federal Highway Administration (FHWA) Real Estate Division is required for federally and state-funded projects. Colliers Engineering and Design, Inc. provides essential services to ensure that the City remains in compliance with these regulations. This contract is necessary to continue the City's sidewalk projects and maintain uninterrupted services.

SPLOST Funding: Cost is to be determined on a project-by-project basis.



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Title of Agenda Item:** Council Discussion and Approval to enter into a contract for On-Call Real Estate Appraisals and Right of Way Acquisition Consultant Services: Public Works/Procurement

**Submitted By:** Public Works

**Date Submitted:** 02-20-2025

**Work Session Date:** 03-03-2025

**Council Meeting Date:** 03-03-2025

---

**Council Discussion and Approval to enter into a contract for On-Call Real Estate Appraisals and Right of Way Acquisition Consultant Services: Public Works/Procurement**

**Background/History:**

The Department of Public Works is requesting City Council approval of a contractual agreement with Colliers Engineering and Design, Inc.

In March of 2022, Procurement conducted a Request for Proposals (RFP) for consultant services to assist the City in acquiring property and easements for various projects, including those funded by the Federal and State governments. Compliance with the Georgia Department of Transportation (GDOT) and the Federal Highway Administration (FHWA) Real Estate Division is required for federally and state-funded projects. Colliers Engineering and Design, Inc. provides essential services to ensure that the City remains in compliance with these regulations. This contract is necessary to continue the City's sidewalk projects and maintain uninterrupted services.

SPLOST Funding: Cost is to be determined on a project-by-project basis.

---

**Action Requested from Council:** Approval to enter into a contract with Colliers Engineering and Design, Inc.

**Cost: \$**

**Budgeted for:** ☒ Yes ☐ No

**Financial Impact:**

---



**ON-CALL REAL ESTATE APPRAISAL AND**  
**RIGHT OF WAY ACQUISITION CONSULTANT SERVICES**

**City of Forest Park**  
**745 Forest Parkway, Forest Park, GA 30297**

**Colliers Engineering & Design, Inc.**

This **CONTRACT PROVIDING ON-CALL REAL ESTATE APPRAISAL AND RIGHT OF WAY ACQUISITION CONSULTANT SERVICES** (“Contract”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”) between the City of Forest Park, Georgia (“City”) and Colliers Engineering & Design, Inc. (“Contractor”).

## ARTICLE 1 THE CONSTRUCTION TEAM, INTENT AND EXTENT OF AGREEMENT

### 1. **Background.**

- 1.1. City desires to obtain from Contractor the services (“Services”) described generally on Exhibit A attached.
- 1.2. The total not to exceed compensation amount payable by City during the term of this Agreement is set forth in the Cost of Services (Exhibit C) attached hereto and incorporated herein by reference (“Maximum Payment Amount”), payable generally as follows:

More detailed terms concerning compensation payable under this Agreement are set forth on Exhibit A.

### 2. **Term.**

- 2.1. Term. This Agreement shall commence on the Effective Date and shall terminate on December 31, 2025 (“Initial Term”). At the end of the Initial Term, this Agreement, with the exact same terms and conditions, shall automatically renew for four (4) subsequent annual terms (individually referred to as the “Renewal Term” and collectively referred to as the “Renewal Terms”), unless either party has provided signed written notice of non-renewal within six (6) calendar months prior to the end of any Renewal Term. In no event or circumstance shall this Agreement, in whole or in part, be effective in any way on January 1, 2030.

### 3. **Interpretation.**

- 3.1. All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents attached hereto.
- 3.2. The Contract Documents include the following:
  1. Agreement
  2. Exhibit A – Scope of Work and Technical Specifications
  3. Exhibit B – Authorizing Legislation
  4. Exhibit C – Cost Proposal / Task Order
  5. Exhibit D – Insurance and Bonding
  6. Exhibit E - Contractor Affidavit & Contract Documents

4. **Authorization.** This Agreement is authorized by legislation adopted by City which is attached as Exhibit B.

## 5. Services.

5.1. **Description of Services.** Contractor agrees to provide to City the Services per this Agreement. Exhibit A sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on Exhibit A, but are reasonably necessary to accomplish the purpose of this Agreement, the Parties will follow the process outlined below in Sections 5.3. of this Agreement.

5.2. **Resources.** Except as otherwise expressly provided in this Agreement, all Contractor Personnel required for the proper performance of Services shall be furnished by and be under the control of Contractor. Contractor shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

### 5.3. **Change Documents.**

5.3.1. This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document (“Change Document” or “Unilateral Change Document”).<sup>1</sup> All changes shall be implemented pursuant to this subsection (the “Change Document Procedures”) and any Applicable Law.

5.3.2. Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

5.3.2.1. Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Contractor which may or may not require legislative approval under Code Section 3-1-30;

5.3.2.2. Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Contractor pursuant to Code Section; and

5.3.2.3. Unilateral Change Documents to the Agreement issued by City pursuant to Code Section involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

5.3.2.4. Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section either bilaterally or unilaterally by City.

---

<sup>1</sup> Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

5.3.3. City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Contractor describing the requested change (“Change Request”). Within ten (10) days of receipt of City’s Change Request, Contractor shall evaluate it and submit a written response (“Proposed Change Document”). A Change Request which involves the reduction of Services shall be effective upon written notice to Contractor.

5.3.4. Contractor may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5. Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Contractor and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Contractor with comments regarding a Proposed Change Document, and Contractor shall respond to such comments, if any. A Proposed Change Document from Contractor will become effective only when executed by an authorized representative of City.

5.3.6. City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Contractor shall, in good faith, evaluate such proposed Change Request. If City and Contractor are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code. Nothing in this Agreement shall, in the event of disagreement between City and Contractor concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Contractor, pursuant to Code, and City and Contractor agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in the City’s Procurement Code. During the pendency of such dispute, Contractor shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4. **Suspension of Services.** City may, by written notice to Contractor, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Contractor must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

## 6. **Contractor’s Obligations.**

6.1. **Contractor Personnel.** Contractor shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Contractor Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

- 6.2. **Contractor Authorized Representative.** Contractor designates the Contractor Authorized Representative named on page 1 of this Agreement (“Contractor Authorized Representative”) and, such Person shall: (a) be a project executive and employee within Contractor’s organization, with the information, authority and resources available to properly coordinate Contractor’s responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Contractor; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.
- 6.3. **Qualifications.** Upon City’s reasonable request, Contractor will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Contractor Personnel.
- 6.4. **Removal of Personnel Assigned to City Contract.** Within a reasonable period, but not later than seven (7) days after Contractor’s receipt of notice from City that the continued assignment to this Agreement of any Contractor Personnel is not in the best interests of City, Contractor shall remove such Contractor Personnel from this Agreement. Contractor will not be required to terminate the employment of such individual. Contractor will assume all costs associated with the replacement of any Contractor Personnel. In addition, Contractor agrees to remove from City’s Contract any Contractor Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Contractor becomes aware of such misconduct or breach.
- 6.5. **Subcontracting.** Unless specifically authorized in this Agreement, Contractor will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its reasonable discretion. If Contractor subcontracts any of the Services (after having first obtained City’s prior written approval, in its reasonable discretion), Contractor shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City’s sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.
- 6.6. **Key Contractor Personnel and Key Subcontractors.**
- 6.6.1. The following Persons are identified by Contractor as Key Contractor Personnel under this Agreement:
- Jennifer Sweigart; and  
Vivian Swanigan
- 6.6.2. The following Persons are identified by Contractor as Key Subcontractors under this Agreement:
- Tammy Duke, Timothy Smith, Troy Hill; and  
Warren Power, Sonya Bradley, Emory Dixon
- 6.6.3. Contractor shall not transfer, reassign or replace any Contractor Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary

termination for cause in Contractor's reasonable discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7. **Conflicts of Interest.** Contractor shall promptly (but in no event more than 5 business days) notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8. **Commercial Activities.** Neither Contractor nor any Contractor Personnel shall establish any commercial activity, issue concessions, or permits of any kind to Third Parties for establishing any activities on City property.

## 7. **City's Authorized Representative.**

7.1. **Designation and Authority.** City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2. **City's Right to Review and Reject.** Any Service or other document or item to be submitted or prepared by Contractor hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's reasonable opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Contractor shall revise the items until they meet the approval of the City Authorized Representative. However, Contractor shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

## 8. **Payment Procedures.**

8.1. **General.** City will not be obligated to pay Contractor any amount in addition to the Charges for Contractor's provision of the Services.

8.2. **Invoices.** Contractor shall prepare and submit to City invoices for payment of all Charges in accordance with Exhibit A. Each invoice shall be in such detail and in such format as City may reasonably require.

8.3. **Taxes.** The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Contractor's performance of the Services. Contractor is responsible for payment of such Taxes to the appropriate governmental authority. If

Contractor is refunded any Tax payments made relating to the Services, Contractor shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

- 8.4. **Payment.** City shall pay an amount to the Contractor as defined within each Task Order, attached hereto as Exhibit C, as defined by the hourly rate of (\$200.00). shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on Exhibit A, all undisputed Charges on an invoice properly rendered and delivered shall be payable within fifteen (15) days of the date of receipt by City.
- 8.5. **Disputed Charges.** If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Contractor in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Contractor agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Contractor of the disputed amount. Upon the resolution of any disputed amounts, payment shall be remitted to Contractor within ten (10) days of the date of the resolution.
- 8.6. **No Acceptance of Nonconforming Work.** No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.
- 8.7. **Payment of Other Persons.** Prior to the issuance of final payment from City, Contractor shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Contractor in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Contractor.
- 8.8. **Contractor Representations and Warranties.** As of the Effective Date and continuing throughout the Term, Contractor warrants to City that:
- 8.9. **Authority.** Contractor is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Contractor has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Contractor, enforceable against it in accordance with its terms. No action, suit or proceeding in which Contractor is a party that may restrain or question this Agreement or the provision of Services by Contractor is pending or threatened.
- 8.10. **Standards.** The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in similarly suited operations that provide services similar to the Services.



8.11. **Conformity.** The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

8.12. **Reserved.**

9. **Compliance with Laws.**

9.1. **General.** Contractor and its subcontractors will perform the Services in compliance with all Applicable Laws.

9.2. **City's Local, Small Business, Diversity Programs.** Contractor shall comply with Attachment A and any applicable City LSBD programs, including, but not limited to, City's EEO Program, and requirements set forth in the Code in the performance of the Services.

9.3. **Consents, Licenses and Permits.** Contractor will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Contractor in performing Services and complying with this Agreement.

10. **Confidential Information.**

10.1. **General.** Each Party agrees to preserve as strictly confidential all proprietary and unique Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Upon written request by City, Contractor will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

10.2. **Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information.** Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by email of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and email of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate.

## 11. **Work Product.**

- 11.1. Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Contractor or any of its subcontractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the “Work Product”) shall be and remain the sole and exclusive property of the City upon City's full payment to Contractor for the Contractor's Services performed. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be “works made for hire” and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City upon City's full payment to Contractor for the Contractor's Services performed. Contractor and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.
- 11.2. If any of the Work Product is determined not to be a work made for hire, Contractor assigns to City, upon City's full payment to Contractor for the Contractor's Services performed, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Contractor has any rights to the Work Product that cannot be assigned to City, Contractor unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.
- 11.3. City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.
- 11.4. To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Contractor Personnel may not originally vest in City by operation of Applicable Law, Contractor shall, upon full payment and written request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.
- 11.5. Upon written request and without any additional cost to City, Contractor Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product.

## 12. **Audit and Inspection Rights.**

### 12.1. **General.**

12.1.1. Upon written request, Contractor will provide to City, and any Person designated by City, access to Contractor Personnel and to Contractor owned facilities for the purpose of performing audits and inspections of Contractor, Contractor Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Contractor's performance of the Services; and (c) monitor compliance with the terms of this Agreement. Contractor shall provide reasonable cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

12.1.2. All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

12.1.3. Contractor shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

12.1.4. If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Contractor, Contractor shall promptly refund such overpayment and Contractor shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date 30 days after the overpayment was revealed until the date the overpayment is refunded to City by Contractor.

12.2. **Records Retention.** Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Contractor will maintain and provide access upon written request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

### 13. **Indemnification by Contractor.**

13.1. **General Indemnity.** Contractor shall indemnify and hold City, its officers, directors, employees, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and related costs (including reasonable legal fees, settlement, and judgment) arising from claims or actions based upon:

13.1.1. Contractor's or Contractor Personnel's negligent performance, non-performance or breach of this Agreement;

13.1.2. compensation or benefits by or on behalf of Contractor Personnel, or subcontractor, claiming an employment or other relationship with Contractor or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising out of this Agreement or the provision of Services by such Contractor Personnel or subcontractor);

13.1.3. any actual or alleged violation of any Applicable Laws by Contractor or Contractor

Personnel, to the extent such claim is based on the proportionately negligent act or omission of Contractor or Contractor Personnel;

13.1.4. death of or injury to any individual to the extent caused by the conduct of Contractor or any Person acting for, in the name of, at the direction or supervision of or on behalf of Contractor; and

13.1.5. damage to, or loss or destruction of, any real or tangible personal property to the extent caused by the negligent act of Contractor or any Person acting for, in the name of, at the direction or supervision of or on behalf of Contractor.

13.2. **Intellectual Property Indemnification by Contractor.** If applicable, Contractor shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Contractor (or any Contractor agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Contractor hereunder is held to constitute, or in Contractor's reasonable judgment is likely to constitute, an infringement or misappropriation, Contractor will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

#### 14. **Limitation of Liability.**

14.1. **General.** THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID UNDER THE AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2. **Reserved.**

14.3. **Insurance and Bonding Requirements.** Contractor shall comply with the insurance and bonding requirements set forth on Exhibit D.

14.4. **Force Majeure.** Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

15. **Termination.**

15.1. **Termination by City for Cause.** City may at its option, by giving written notice to Contractor, terminate this Agreement:

15.1.1. for a material breach of the Contract Documents by Contractor that is not cured by Contractor within ten (10) days of the date on which City provides written notice of such breach;

15.1.2. immediately for a material breach of the Contract Documents by Contractor that is not reasonably curable within ten (10) days;

15.1.3. immediately upon written notice for numerous breaches of the Contract Documents by Contractor that collectively constitute a material breach or reasonable grounds for insecurity concerning Contractor's performance; or

15.1.4. immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Contractor's obligations under this Agreement or is in violation of any City Ethics Ordinances.

15.2. **Re-procurement Costs.** In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "Termination by City for Cause", Contractor will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section entitled "Termination by City for Convenience".

15.3. **Termination by City for Insolvency.** City may terminate this Agreement immediately by delivering written notice of such termination to Contractor if Contractor:

- (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to

any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

15.4. **Termination by City for Convenience.** At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Contractor waives any claims for damages, including loss of anticipated profits. As Contractor's remedy and City's liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts.

15.5. **Effect of Termination.** Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Contractor shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Contractor or provided by City for performance and payment of the terminated Services; (iii) promptly obtain cancellation, upon terms reasonably satisfactory to City, of all subcontracts or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City in writing; (iv) comply with all other reasonable written requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

## 16. **Dispute Resolution.**

16.1. All disputes under the Contract Documents or concerning Services shall be resolved under this Section and the City's Procurement Code. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Contractor.

16.2. **Applicable Law.** The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

16.3. **Jurisdiction and Venue.** The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Clayton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non

conveniens to the conduct of any such action or proceeding in such court.

## 17. **General.**

- 17.1. **Notices.** Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 745 Forest Parkway, Forest Park, GA 30297, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.
- 17.2. **Waiver.** Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.
- 17.3. **Assignment.** Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.
- 17.4. **Publicity.** Contractor shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.
- 17.5. **Severability.** In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.
- 17.6. **Further Assurances.** Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.
- 17.7. **No Drafting Presumption.** No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.
- 17.8. **Survival.** Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.
- 17.9. **Independent Contractor.** Contractor is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Contractor and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

- 17.10. **Third Party Beneficiaries.** This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.
- 17.11. **Cumulative Remedies.** Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.
- 17.12. **Entire Agreement.** The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. CONTRACTOR MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.
- 17.13. **Unauthorized Services.** Contractor acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the City Manager and Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Contractor's provision of services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized services. Accordingly, Contractor agrees that if it provides services to the City under a contract that has not received proper legislative authorization or if Contractor provides services to the City in excess of the any contractually authorized services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized services to the City, however characterized, including, without limitation, all remedies at law or equity.

## **18. State Law Requirement.**

- 18.1. **Illegal Immigration Reform and Enforcement Act.** Pursuant to O.C.G.A. 13-10-91 et seq., Contractor is required to execute the Contractor Affidavit, attached hereto at Exhibit E and by this reference incorporated herein. Compliance with this state law requirement is a material term of this contract.

## **19. City of Forest Park Code Requirements**

- 19.1 **Contractor Required to Certify Prompt Payment of Subcontractors and Suppliers.** If applicable, the Contractor shall certify in writing that all subcontractors and suppliers have been paid promptly for work from previous progress payments received (less any



retainage) by the Contractor prior to receipt of any further progress payments. Contractor is required to pay subcontractors or suppliers funds due from progress payments within ten (10) business days of receipt of such payment from the City.

19.2 **Contractor Required to Certify Satisfaction of all Underlying Obligations.** If applicable, before final payment is made to Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

19.3 **Contingent Fees Prohibited.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this contract; and that the Contractor has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the above warranty, and upon a finding after notice and hearing, the City shall have the right to terminate the contract without liability, and, at its discretion, to deduct from the contract, or otherwise recover the full amount of, such fee, commission, percentage, gift or consideration.

19.4 **Prohibition against Contracting with Predatory or High Cost Lenders.** By signing below, the Contractor, or its authorized agent, certifies, under penalty of perjury, that this Agreement is made by a person or business entity that is neither a predatory lender nor a high cost lender, nor is the Contractor an affiliate of a predatory lender or a high cost lender, as defined by City of Forest Park Code. The undersigned Contractor, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Contractor.

19.5 **Gratuities and Kickbacks.** In accordance with the City of Forest Park's Code, the Contractor acknowledges the following prohibitions on gratuities and kickbacks:

- a) It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- b) It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a

purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

- c) It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

**19.6. Fraud and Misrepresentation.** Any written or oral information provided by Contractor, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. The Contractor agrees to notify the City promptly (but in no event more than 10 days) of any information provided to the City that it knows and/or reasonably believes to be false and/or erroneous and immediately provide correct Information to the City and take corrective action. The Contractor further agrees to notify the City promptly (but in no event more than 10 days) of any actions or information that it reasonably believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the City of Forest Park's City Attorney. The Contractor agrees to place signage provided by the City regarding the Integrity Line at the location to which the Contractor employees report to perform the services required by this Agreement. The Contractor acknowledges and agrees that a finding of fraud or other impropriety on the part of the Contractor or any of its subcontractors may result in suspension or debarment of the Contractor; and the City may pursue any other actions or remedies that the City may deem appropriate. The Contractor agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

**19.7. Equal Employment Opportunity (EEO) Provision.** The Contractor shall comply with the City of Forest Park Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a) The contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training,

including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

- b) The contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- c) The contractor shall send to each labor union or representative of workers with which the contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the contractor's commitments under the equal employment opportunity program of the City of Forest Park and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- d) The contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- e) The contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
- f) The contractor and its subcontractors, if any, shall file compliance reports

at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the contractor and its subcontractors.

g) The contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

h) A finding, as hereinafter provided, that a refusal by the contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

1. Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract;

2. Refusal of all future bids for any contract with the City of Forest Park or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;

3. Cancellation of the public contract;

4. In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Contract on the respective dates under each signature. This Contract is executed under seal.

**CITY OF FOREST PARK, GEORGIA**

**COLLIERS ENGINEERING AND  
DESIGN, INC.**

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

By: Holly W. Cataldo

Name: ANGELYNE BUTLER

Name: HOLLY W. CATALDO

Title: MAYOR


Title: DIRECTOR



**ATTEST:**

**ATTEST:**

\_\_\_\_\_(SEAL)  
*City Clerk*

(SEAL)  
*Corporate Secretary*

## EXHIBIT A General Scope of Services

### 1. Background and Purpose

The City of Forest Park, Georgia (“City”) is responsible for implementing various roadway and intersection improvement projects. City wishes to select a firm/team (consultant) to provide right of way acquisition and relocation services for transportation projects. It is the intent of the City to enter into an Agreement with the selected consultants to provide Right of Way Project Management/Acquisition services on an “as needed basis”. The contract will be awarded to three qualified firms, and costs. The costs for appraisals will be determined when the Right of Way Plans are approved and on a per-project basis.

### 2. Scope of Services

The consultant will provide all right of way acquisition services required to assist the City with acquiring property and easements for each identified projects.

Acquisition services are defined as those tasks necessary to supply the City with a recorded warranty deeds, easements or other appropriate legal interests, for the identified parcels.

These tasks may include but are not limited to the GDOT right of way detailed cost estimate, title search, property appraisal, cost to cure specialty appraisal, data book preparation, negotiation, negotiation records, deed preparation, deed recording, condemnation filing package, relocation assistance, property management, and final disposition of property either by closing or condemnation for project certification.

Federal funds, State funds and Local funds may be used for right of way and easement acquisitions. If Federal funds or State funds are used, the consultant is required to adhere to all GDOT and Federal guidelines.

In addition, the consultant shall meet applicable completion deadlines for the individual projects/tasks to qualify for the federal funds.

All right of way/easement acquisitions and documentation must be completed within the mutually agreed upon time frame for the individual task/purchase order. The consultant is required to provide the City with all information required for the City to proceed with any condemnations as required meeting the project schedule.

All right of way shall be secured prior to construction bidding scheduled for FY 2025.

### 3. Administration/Project Management and Right of Way Services

The professional services included within this Scope of Services shall be grouped into the following categories:

- a. Administration/Project Management
- b. Right of Way Acquisition Services

### Administration

The consultant will prepare for and attend a kick-off meeting with the City's Project Manager and Project team. At this meeting, the City will set the final parameters for each project.

The consultant will provide a project schedule identifying the timetable for completion of all major acquisition tasks included in the scope of any assigned project. This schedule will identify major tasks, duration of each, and task relationship. The schedule will track both projected and actual completion dates for acquisition milestone tasks. The schedule will identify milestones and identify completion of the overall project. The initial schedule will be presented to the City's Project Manager and monthly updates to the schedule shall be submitted for the duration of the project.

The consultant will coordinate and attend monthly progress meetings at a location mutually agreed to by the City or alternatively participate in monthly conference calls. The purpose of the meeting is to maintain open dialog and channels of communication for the duration of the purchase order. The consultant will prepare agendas and minutes for each meeting and distribute to attendees within five business days.

The consultant will provide the City with complete approved right of way documents and services that meet the requirements set out in the Federal Highway Administration's (FHWA) publication "Real Estate Acquisition Guide for Local Public Agencies", as well as, those included in the GDOT "Acquisition Guide for Local Public Agencies and Sponsors", unless otherwise directed by the City.

These documents may include, but not be limited to, those such as DOT Property Management Forms, i.e. PM-1, PM-10A & PM-15.

All costs incurred for administration of the contract shall be included in the overall costs of the bid items included in this contract. There will be no separate pay for administration.

### Right of Way Acquisition Services

GDOT Right of Way Cost Estimate - Projects with Federal and State funding shall follow the procedures required by both GDOT and Federal Highway Administration Real Estate Division. More information and resources can be found in the "Acquisition Guide for Local Public Agencies and Sponsors" published by GDOT. A right of way cost estimate will be required as pre-negotiation activities for many projects.

The services provided under this section shall meet the current requirements of GDOT including but not limited to:

- providing the required documents;
- coordination with the review appraiser assigned by GDOT;
- coordination with the District Local Government Coordinator;

property management activities; and  
scheduling and conducting the Right of Way Property Owner's Meeting(s) if required.

Due to the varied types of properties and numbers of parcels, the fee for services accomplished under this section will be negotiated at the time a task order, more particularly described in the Cost Proposal Form in Exhibit C, attached hereto and incorporated herein, is issued.

Property Appraisals – All appraisals shall be accomplished by the consultant and approved by the City's project manager prior to incurring any costs thereof or prior to making any contact with the individual property owners.

Title Research - A Title Search Report, Certificate and/or Opinion of the Property shall be developed and reported on each parcel for the construction project as appropriate. This documentation shall be acquired prior to contacting the property owner(s). This report shall be maintained in the individual parcel file. The Title Report shall include all utility easements across, within, or upon the parcel. A statement of applicability of claims for prior rights shall be included in this report provided an easement is found.

Right of Way and Easement Negotiations - For task orders involving projects that are fully or partially funded utilizing state and/or federal funds, the consultant will furnish to City complete and fully documented negotiation services that are in conformance with current GDOT requirements.

Prior to commencing any negotiation activities, the consultant shall provide to the Project Manager for review and approval the names and current resumes of individuals identified to provide service as the Acquisition Project Management (APM).

The consultant shall be responsible for the creation of all required documents and maintain individual parcel files containing any and all required information and documentation, including but not limited to the following:

- Original Title Search Report and Updated Title Search (as required) – [Outsourced]
- Right of Way Deeds – [Out-sourced]
- Original and Copy of Appraisal Report – [Out-sourced]
- GDOT Review Appraiser's 532 Report (if applicable)
- Offering Price Letter, dated, signed, and stamped "File Copy".
- Statement of Estimated Values
- Availability of Incidental Payments
- Right of Way Option with attached R/W Plat, DW Profiles, Cross Sections, etc.
- Estimate of Appraisal/Calculation or Donation Form (if applicable)
- Receipt for Brochure, "What Happens When Your Property is Needed For A Transportation Facility"
- Negotiation Record
- Approved Administrative Adjustment Analysis (if applicable)
- Closing/Settlement Statement and all supporting closing documents
- Condemnation Package as submitted (if applicable). City's Attorney is



- responsible for the actual preparation of the Declaration of Taking and the filing.
- Parcel Check List for Parcel Close-Out
- Documentation is required by GDOT for reimbursement of ROW costs.

Acquisition Project Management (APM) is considered part of the negotiations. This APM also includes the completion of any required GDOT Property Management Forms, i.e. PM- 1, PM-10A & PM-15.

The consultant shall assume responsibility for the final disposition of all aspects of the acquisitions up to and including conducting the closing. The consultant is responsible for returning all recorded deeds to the City.

If condemnation is required, the consultant must coordinate with the City in a timely manner. Preparation of a complete condemnation package for submittal to the City Attorney shall be the deliverable for this pay item. The package shall include but not be limited to:

- Copy of Plat
- Copy of information for Legal Description
- Updated Title Report, Appraisal Report
- Copy of 10-day Letter and any other relevant documents
- All individual parcel files.

**EXHIBIT B**  
**City Council Authorizing Resolution (To Be Inserted)**

**EXHIBIT C**  
**Cost Proposal (Task Order) Form**

Task Order No. \_\_\_\_\_

This attachment is to the Contract Providing On-Call Real Estate Appraisal and Right of Way Acquisition Consultant Services dated on March \_\_, 2025 ("Agreement") between the City of Forest Park, Georgia ("City") and Colliers Engineering & Design, Inc. ("Contractor") for a PROJECT executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

All terms and conditions of said Agreement are incorporated herein by reference.

The purpose of this Task Order is as follows:

---



---



---

**ARTICLE 1. SCOPE OF SERVICES**

Contractor agrees to furnish the City the following specific services:

---



---



---

**ARTICLE 2. COMPENSATION**

Compensation by the City to Contractor shall be as follows:

**ARTICLE 3. INSURANCE**

The insurance coverages required for this "Task Order" are shown on the attached insurance exhibit.

**OTHER PROVISIONS**

The following provisions shall apply to this Task Order:

This Task Order will become a part of the referenced AGREEMENT when executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

**CITY OF FOREST PARK, GEORGIA:**

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

Name (printed): \_\_\_\_\_

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_(SEAL)

*City Clerk*

**COLLIERS ENGINEERING & DESIGN, INC.:**

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

Name (printed): \_\_\_\_\_

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_(SEAL)

*Corporate Secretary*



**EXHIBIT D**  
**Insurance Requirements**

[COLLIERS SHALL INSERT CERTIFICATES OF INSURANCE]



COLLIER-01

## CERTIFICATE OF LIABILITY INSURANCE

DATE (Item #1.

3/10/2025

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> Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): (617) 328-6555 <b>FAX</b> (A/C, No): (617) 328-6888 <b>E-MAIL ADDRESS:</b> boston@amesgough.com
<b>INSURED</b> Colliers Engineering & Design, Inc. 101 Crawfords Corner Suite 3400 Holmdel, NJ 07733	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Berkshire Hathaway Specialty Insurance Company (A++XV) INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : <b>NAIC #</b> 22276

## COVERAGES

## CERTIFICATE NUMBER:

## 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			47EPP32691803	2/25/2025	2/25/2026	Per Claim Limit 1,000,000
A				47EPP32691803	2/25/2025	2/25/2026	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## \*NAMED INSURED INCLUDE:

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying CT P.C.; Colliers Engineering & Design/Maser Consulting Inc.; Colliers Land Services, LLC.; CED Architecture, Inc.; Colliers Engineering & Design CT, P.C., Phase Zero Design Corp.

RE: Project Number: 25003883P - On Call Real Estate Appraisal and Right of Way Acquisition Consultant Services  
30 day notice of cancellation will be issued in accordance with policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

City of Forest Park  
745 Forest Parkway  
Forest Park, GA 30297

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

*Jared Maxwell*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (3/1/2016) Item #1.

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> Marsh & McLennan Agency LLC 250 Pehle Avenue, Suite 400 Saddle Brook NJ 07663	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> jennifer.juarez@marshmma.com
<b>INSURED</b> Colliers Engineering & Design Inc 101 Crawfords Corner Rd, Suite 3400 Holmdel NJ 07733	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Union Fire Ins Co PittsburghPA <b>INSURER B:</b> Travelers Property Casualty Co of Amer <b>INSURER C:</b> New Hampshire Insurance Company <b>INSURER D:</b> Navigators Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>

## COVERAGES

CERTIFICATE NUMBER: 830037326

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.

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			9925559	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4773685	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP1T66744425NF	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	66656736	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			NY25MXEZ07LHXIV	3/1/2025	3/1/2026	\$15,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: #25003883P, On-Call Real Estate Appraisal and Right of Way Acquisition Consultant Services  
City of Forest Park is included as Additional Insured when required by written contract, agreement, or permit, but only with respect to the General Liability, Automobile Liability and Umbrella Liability insurance and subject to the provisions and limitations of the policy. General Liability, Automobile Liability and Umbrella Liability coverages are written on a primary and non-contributory basis when required by written contract, agreement or permit and subject to the provisions and limitations of the policy. Waiver of subrogation applies to the General Liability, Automobile Liability and Umbrella Liability coverages when required by written contract, agreement or permit and subject to the provisions and limitations of the policy. Waiver of subrogation applies to the Workers Compensation coverage when required by written contract, agreement or permit and subject to the provisions and limitations of the policy where permissible by state law. Umbrella Liability follows form over the General Liability, Automobile Liability and Employer Liability coverages. The insurance company will provide 30 days' notice of cancellation/non-renewal (10 days' notice for nonpayment) to the certificate holder if the policy is canceled by the company.

## CERTIFICATE HOLDER

## CANCELLATION

City of Forest Park 745 Forest Parkway Forest Park GA 30297	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 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



\*NAMED INSUREDS INCLUDE:

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying CT P.C.

Colliers Engineering & Design/Maser Consulting Inc.

Colliers Land Services, LLC

Colliers Engineering & Design CT, P.C.

CED Architecture Inc.

Phase Zero Design Corp.

POLICY NUMBER: 992-55-59

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<b>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO THAT REQUIRES SUCH ADDITIONAL INSURED COVERAGE.</b>	<b>PER THE WRITTEN CONTRACT OR AGREEMENT</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. 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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 992-55-59

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO THAT REQUIRES SUCH ADDITIONAL INSURED COVERAGE.	PER THE WRITTEN CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

### Insurance Requirements:

The Vendor/Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

1. **Commercial General Liability (CGL)** with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
  - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
  - b. CGL coverage shall be written on ISO Occurrence form CG 00 01 0413 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
  - c. CGL coverage shall be issued on an "Occurrence" basis. "Claims Made" coverage is not acceptable.
  - d. Defense costs shall be outside of policy limits. Eroding limits coverage is not acceptable.
  - e. The CGL coverage shall not be limited by excluding coverage for work performed by subcontractors (CG 22 94, CG 22 95 or equivalent).
  - f. Owner and all other parties as required by Owner, shall be included as insureds on the CGL, using combination of ISO Additional Insured Endorsements CG 20 10 04 13 and CG 20 37 04 13, or an endorsement approved by the Owner providing equivalent or broader coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. Therefore, coverage provided the additional insureds shall not require or contemplate contribution by any other policy or policies obtained by, or available to, and additional insured; any other such coverage shall be excess over the coverage to be provided by the subcontractor. The limits of coverage provided to the additional insureds shall be the same as the limits available to the Vendor/Contractor/Subcontractor. Thus, in the event that the coverage obtained by Vendor/Contractor/Subcontractor contains greater limits than the minimum limits required above, the additional insureds shall be entitled to such greater limits, and this Agreement shall be deemed to require such greater limits.
  - g. Vendor/Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least three (3) years after completion of the work.
  - h. The CGL coverage shall not contain any deductible that exceeds \$10,000.00. If the CGL contains a deductible, the Vendor/Contractor/Subcontractor shall be responsible for the deductible amount for any paid claim. However, Owner, at its option, can choose to pay the deductible and recoup such payment from the

Subcontractor.

2. Automobile Liability

- a. Business Auto Liability with limits of at least \$1,000,000 combined single limit.
- b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c. Owner, and all other parties required by the Owner, shall be included as insureds on the Business Auto policy. The Business Auto policy shall be primary and non-contributory to any applicable coverage acquired by the Owner, and all required parties.

3. Commercial Umbrella

- a. Umbrella limits must be at least \$5,000,000 with such coverage to include Employers' Liability, General Liability and Automobile Liability, as underlying policies.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for each additional insureds shall apply as primary and noncontributory basis before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the Employers Liability coverages maintained by the Vendor/Contractor/Subcontractor.

4. Workers Compensation and Employers Liability

- a. Workers' Compensation Insurance Coverage for all of Vendor/Contractor/Subcontractor's employees at the site of the Project, with statutory required limits.
- b. Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease and \$500,000 bodily injury by disease policy limit.

5. Personal Property

- a. Vendor/Contractor/Subcontractor shall secure, pay for, and maintain "all risk" Property Insurance necessary for protection against the loss of all capital equipment and tools, including but not limited to: staging towers, forms, scaffolding, hoists, and cranes, that are owned, leased, borrowed or rented by Vendor/Contractor/Subcontractor (or its employees), or by any of its Sub-subcontractors (or their employees).

- b. Owner shall not be liable for any loss or damage whatsoever to Personal Property owned, leased, borrowed or rented by Vendor/Contractor/Subcontractor, as described in sections a) above.
- c. Failure of Vendor/Contractor/Subcontractor to secure such insurance as described in sections a) above, or failure to maintain adequate levels of such, coverage, shall not render the Owner or any of its respective agents and employees legally liable or otherwise responsible for any personal property losses by Vendor/Contractor/Subcontractor.

**Additional Requirements:**

- a. Vendor/Contractor/Subcontractor and Vendor/Contractor/Subcontractor's insurers waived all rights against Owner and Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by any commercial general liability, commercial umbrella liability, business auto liability or workers compensation, employers liability insurance.
- b. Attached to each certificate of insurance shall be copy of Additional Insured Endorsements that are part of the Vendor/Contractor/Subcontractor's Commercial General Liability, Auto Liability and Umbrella Policy.
- c. These certificates and the insurance policies required by this Exhibit shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner.
- d. Acceptance of said certificate will not be deemed to be a waiver of the requirements of this Agreement.
- e. All policies will be written by companies licensed to do business in the state where property is located and which have a rating by Best's Key Rating Guide not less than "A-/VIII".
- f. The foregoing provisions relative to insurance shall in no way limit or fix the liability of Vendor/Contractor/ Subcontractor to Owner, or any other person or entity in respect of any act or omission of Vendor/Contractor/Subcontractor or any breach by Vendor/Contractor/Subcontractor of any obligations or duties owing under this Agreement or otherwise imposed by law.
- g. Additional Insureds under this Agreement shall be listed as Safeway Group, Inc. and (Owner).

**EXHIBIT E**  
**RESERVED**



## **Section 2.8**

### **Required Forms**

**Required Submittal (FORM 2)****Illegal Immigration Reform and Enforcement Act forms (Page 1 of 2)****INSTRUCTIONS TO OFFERORS:**

All Offerors **must** comply with the **Illegal Immigration Reform and Enforcement Act, O.C.G.A §13-10-90, et seq. (IIREA)**. IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Offerors must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Offerors must not rely on these instructions for that purpose. The instructions are offered only as a convenience to assist Offerors in complying with the requirements of the City's procurement process and the terms of this solicitation document.

1. The attached Contractor Affidavit (Form 1) must be filled out **COMPLETELY** upon execution of the Agreement.
2. The Contractor Affidavit must contain an active Federal Work Authorization User ID Number, also known as an E-Verify Company ID Number or E-Verify Number, and Date of Authorization (mm/dd/yyyy). **Please Note: The E-Verify Company ID Number is not a Tax ID Number, Social Security Number or formal contract number.**
3. If the Offeror is a Joint Venture and the Joint Venture has an EIN. Contractor Affidavit must be completed by the Joint Venture, and it must include the E-Verify Company ID Number issued to the Joint Venture. Each business participating in the Joint Venture does **not** need to submit a separate Contractor Affidavit.
4. If the Offeror is a Joint Venture and the Joint Venture does not have an EIN, each business participating in the Joint Venture **must** complete and submit its own Contractor Affidavit. The Contractor Affidavit must include the participating business's E-Verify Company ID Number.
5. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
6. **All Contractor Affidavits must be sworn, signed and dated in the physical presence of a notary public. The signature dates for both the authorized representative and notary public must be the same.**
7. \*Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission but will be required at contract execution phase or in accordance with the timelines set forth in IIREA.
8. Offeror's failure to comply with the above instructions may result in the Offeror being deemed non-responsive.

**Required Submittal (FORM 2)****Contractor Affidavit under O.C.G.A. Â§ 13-10-91(b)(I)**

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- (a) the Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- (b) the Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- (c) the Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- (d) the Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- (e) the Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- (f) the Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- (g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

1346711

Federal Work Authorization User  
Identification Number

June 1, 2013

Date of Authorization (mm/dd/yyyy)

Colliers Engineering & Design, Inc.

Name of Contractor (Legal Name of Offeror)

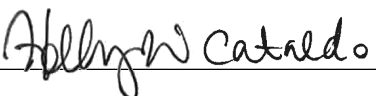
fggfh

City of Forest Park, Georgia


Name of Public Employer

**IN WITNESS WHEREOF, Offeror hereby declares under penalty of perjury that the foregoing is true and correct.**

**COLLIERS ENGINEERING & DESIGN, INC:**

By: 

**ATTEST:**

 (SEAL)  
Corporate Secretary

Title: Director



**Section 2.9**

**State of Georgia Licenses**

**[COLLIERS SHALL INSERT]**



## Georgia Real Estate Commission

Suite 1000 - International Tower  
 229 Peachtree Street, NE  
 Atlanta, GA 30303-1605  
 Phone: 404/656-3916  
 Email: grecmail@grec.state.ga.us  
 www.grec.state.ga.us

### CERTIFICATION OF LICENSURE

Date: Monday, March 10, 2025

This is to certify that a good faith search of our records reveals the following information:

#### GENERAL

Name: JENNIFER M SWEIGART  
 License Number: 248636  
 License Type: Broker  
 Original License Date: 1/31/2002  
 Expiration Date: 1/31/2027  
 Current License Status: ACTIVE  
 Address of Record: COLLIERS LAND SERVICES  
 5275 PARKWAY PLAZA SUITE 100  
 CHARLOTTE, NC 28217

#### LICENSED BY

Written Examination with Passing Score

#### DISCIPLINARY SANCTIONS

No Record of Disciplinary Sanctions

#### LICENSE HISTORY (Previous Five (5) Years Only)

Begin Date	End Date	Status	Role
03/10/2020	06/29/2020	Active Status	Broker
06/30/2020	07/30/2020	Inactive Status	Broker
07/31/2020		Active Status	Broker



## Georgia Real Estate Commission

Suite 1000 - International Tower  
 229 Peachtree Street, NE  
 Atlanta, GA 30303-1605  
 Phone: 404/656-3916  
 Email: grecmail@grec.state.ga.us  
 www.grec.state.ga.us

### CERTIFICATION OF LICENSURE

Date: Monday, March 10, 2025

This is to certify that a good faith search of our records reveals the following information:

#### GENERAL

Name: VIVIAN B SWANIGAN  
 License Number: 291326  
 License Type: Salesperson  
 Original License Date: 7/25/2005  
 Expiration Date: 4/30/2025  
 Current License Status: ACTIVE  
 Address of Record: COLLIERS LAND SERVICES  
 5275 PARKWAY PLAZA SUITE 100  
 CHARLOTTE, NC 28217

#### LICENSED BY

Reciprocity

#### DISCIPLINARY SANCTIONS

No Record of Disciplinary Sanctions

#### LICENSE HISTORY (Previous Five (5) Years Only)

Begin Date	End Date	Status	Role
03/10/2020	03/31/2020	Active Status	Salesperson
04/01/2020	04/26/2021	Inactive Status	Salesperson
04/27/2021		Active Status	Salesperson

# STATE OF GEORGIA

## REAL ESTATE APPRAISERS BOARD

TROY A HILL

5933

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A  
**CERTIFIED GENERAL REAL PROPERTY APPRAISER**

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY  
Chairperson

JEFF A. LAWSON  
Vice Chairperson

JEANMARIE HOLMES  
KEITH STONE  
WILLIAM A. MURRAY

1236303505736631

TROY A HILL

# 5933  
Status ACTIVE

END OF RENEWAL  
07/31/2025

CERTIFIED GENERAL REAL PROPERTY  
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY  
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY  
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia  
Real Estate Commission  
Suite 1000 - International Tower  
229 Peachtree Street, N.E.  
Atlanta, GA 30303-1605



LYNN DEMPSEY  
Real Estate Commissioner

1236303505736631

TROY A HILL

# 5933  
Status ACTIVE

END OF RENEWAL  
07/31/2025

CERTIFIED GENERAL REAL PROPERTY  
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY  
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY  
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia  
Real Estate Commission  
Suite 1000 - International Tower  
229 Peachtree Street, N.E.  
Atlanta, GA 30303-1605



LYNN DEMPSEY  
Real Estate Commissioner

1236303505736631

HILL, TROY A  
195 TAPP WOOD ROAD  
HOSCHTON, GA 30548

# STATE OF GEORGIA

## REAL ESTATE APPRAISERS BOARD

EMORY DUERALLE DIXON III

2403

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A  
**CERTIFIED GENERAL REAL PROPERTY APPRAISER**

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY  
Chairperson

JEANMARIE HOLMES  
Vice Chairperson

JEFF A. LAWSON  
WILLIAM A. MURRAY  
KEITH STONE

1144555566110231

EMORY DUERALLE DIXON III

# 2403  
Status ACTIVE

END OF RENEWAL  
07/31/2025

CERTIFIED GENERAL REAL PROPERTY  
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY  
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY  
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia  
Real Estate Commission  
Suite 1000 - International Tower  
229 Peachtree Street, N.E.  
Atlanta, GA 30303-1605



LYNN DEMPSEY  
Real Estate Commissioner

1144555566110231

EMORY DUERALLE DIXON III

# 2403  
Status ACTIVE

END OF RENEWAL  
07/31/2025

CERTIFIED GENERAL REAL PROPERTY  
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY  
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY  
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia  
Real Estate Commission  
Suite 1000 - International Tower  
229 Peachtree Street, N.E.  
Atlanta, GA 30303-1605



LYNN DEMPSEY  
Real Estate Commissioner

1144555566110231

DIXON, EMORY DUERALLE  
4368 DEPOT RIDGE COURT  
BUFORD, GA 30518



**STATE OF GEORGIA**  
**REAL ESTATE APPRAISERS BOARD**

**TAMMY M DUKE**

**247312**

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A  
**CERTIFIED GENERAL REAL PROPERTY APPRAISER**

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG  
AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE  
OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE  
PAYMENT OF ALL FEES ON A TIMELY BASIS.

**CHARLES B. BRAMLETT**  
Chairperson

**WILLIAM R. COLEMAN, JR.**  
**D. SCOTT MURPHY**  
**MARILYN R. WATTS**

**SANDRA MCALISTER WINTER**  
Vice Chairperson

37761501

# STATE OF GEORGIA REAL ESTATE APPRAISERS BOARD

TIMOTHY J SMITH

262445

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A  
**CERTIFIED GENERAL REAL PROPERTY APPRAISER**

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY  
Chairperson

JEFF A. LAWSON  
Vice Chairperson

JEANMARIE HOLMES  
KEITH STONE  
WILLIAM A. MURRAY

1316517316222427

TIMOTHY J SMITH

# 262445  
Status ACTIVE

END OF RENEWAL  
01/31/2023

CERTIFIED GENERAL REAL PROPERTY  
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY  
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY  
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia  
Real Estate Commission  
Suite 1000 - International Tower  
229 Peachtree Street N.E.  
Atlanta GA 30303-1605



LYNN DEMPSEY  
Real Estate Commissioner

1316517316222427

TIMOTHY J SMITH

# 262445  
Status ACTIVE

END OF RENEWAL  
01/31/2023

CERTIFIED GENERAL REAL PROPERTY  
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY  
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY  
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia  
Real Estate Commission  
Suite 1000 - International Tower  
229 Peachtree Street N.E.  
Atlanta GA 30303-1605



LYNN DEMPSEY  
Real Estate Commissioner

1316517316222427

SMITH, TIMOTHY J  
3535 WOODBURY COURT  
CUMMING, GA 30041



## Mr. Warren Randall Power

Power-Jaugsstetter PC

PO Box 70

McDonough, GA 30253, United States

Email [warren@powerlaw.legal](mailto:warren@powerlaw.legal)Phone [\(770\) 957-1765](tel:(770)957-1765)Fax [\(770\) 957-1065](tel:(770)957-1065)

Status

Active Member in Good  
Standing

Public Discipline

None on Record

Admit Date

05/30/1989

Law School

Mercer University-W.  
George L.S.Member of the following  
sections:

Eminent Domain

[DOWNLOAD VCARD](#)

[Click here for a list of status descriptions.](#) (Member statuses that are displayed above in red denote those members who are not permitted to practice law in Georgia.)

[VIEW FULL BIO](#)

This site only includes information about an attorney's public disciplinary history from January 1991 through March 2022.

## **Section 2.10**

### **State of Georgia Certificate of Existence**

**[COLLIERS SHALL INSERT]**

**STATE OF GEORGIA****Secretary of State**

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

**AMENDED CERTIFICATE OF AUTHORITY  
NAME CHANGE**

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**Maser Consulting Inc.**  
a Foreign Profit Corporation

formed under the laws of the State of **New Jersey** and authorized to transact business in Georgia on **03/12/2012**, has amended its application to transact business in this state by the filing of an amendment changing its name to

**Colliers Engineering & Design, Inc.**  
a Foreign Profit Corporation

and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **12/16/2020**.

*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

**APPLICATION FOR AMENDED CERTIFICATE OF  
AUTHORITY**

\*Electronically Filed\*  
Secretary of State  
Filing Date: 12/14/2020 12:54:17 PM

**Business Information**

Business Name : Maser Consulting Inc.  
Control Number : 12024332  
Business Type : Foreign Profit Corporation  
Home Jurisdiction : New Jersey  
Name in Home Jurisdiction : Colliers Engineering & Design, Inc  
Date of Authorization in Georgia : 03/12/2012

**Amended Business Information**

New Business Name : Colliers Engineering & Design, Inc.  
Effective Date : 12/14/2020

**Authorizer Information**

**Authorizer Signature :** Leonardo E. Ponzio

**Authorizer Title :** Officer

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES  
SHORT FORM STANDING

COLLIERS ENGINEERING & DESIGN, INC.  
0100275246

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic For-Profit Corporation was registered by this office on October 15, 1985.*

*As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.*

*I further certify that the registered agent and office are:*

RICHARD M. MASER  
331 NEWMAN SPRINGS ROAD  
SUITE 203  
RED BANK, NJ 07701



*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 4th day of December, 2020*

Elizabeth Maher Muoio  
State Treasurer

Certificate Number : 6113510860

Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCert.JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert.JSP/Verify_Cert.jsp)

## RESOLUTION NO. 2025-\_\_\_\_

**A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DELORES A. GUNN, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AUTHORIZE THE CITY ATTORNEY TO DRAFT AND NEGOTIATE A CONTRACT WITH COLLIERS ENGINEERING AND DESIGN, INC. FOR ON-CALL REAL ESTATE APPRAISALS AND RIGHT-OF-WAY ACQUISITION CONSULTANT SERVICES FROM THE CITY'S PUBLIC WORKS DEPARTMENT.**

**WHEREAS**, the City of Forest Park ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

**WHEREAS**, the City's Public Works Department ("Department") requests approval to enter into a one (1) year On-Call Real Estate Appraisals and Right-of-Way Acquisition Consultant Agreement ("Agreement") with four (4) subsequent annual renewal periods with Colliers Engineering and Design, Inc. ("Colliers"); and

**WHEREAS**, the Agreement shall consist of terms for Colliers to assist the City in acquiring property and easements for various projects, including those funded by the Federal and State governments and all compliance with the Georgia Department of Transportation and the Federal Highway Administration; and

**WHEREAS**, the estimated cost for this Agreement shall be determined on a project-by-project basis; and

**WHEREAS**, the approval of this Agreement is necessary for the health, safety, and welfare of the citizens.

**THEREFORE, THE CITY COUNCIL OF FOREST PARK, GEORGIA HEREBY RESOLVES:**

**Section 1. Approval.** The Department's request to authorize the City Attorney to draft and negotiate an On-Call Real Estate Appraisals and Right-of-Way Acquisition Consultant Agreement with Colliers Engineering and Design, Inc. as presented to the Mayor and Council on March 3, 2025 is hereby approved.

**Section 2. Public Record.** This document shall be maintained as a public record by the City Clerk ("Clerk") and shall be accessible to the public during all normal business hours of the City.

**Section 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

**Section 4. Attestation.** The Clerk is authorized to execute, attest to, and seal any documents necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.



**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

**SO RESOLVED** this 21st day of April 2025.

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
Angelyne Butler, *Mayor*

**ATTEST:**

\_\_\_\_\_ (SEAL)  
*City Clerk*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City Attorney*

**File Attachments for Item:**

**2. Council Discussion and Approval to Renew the Agreement with Flock Safety - Police**  
Department/Procurement Department

**Background/History:**

The Forest Park Police Department conducted a thorough examination in 2022 to identify the most effective license plate readers, and Flock Safety emerged as the top choice. In January 2024, the Mayor and Council approved the acquisition of LPR cameras to ensure comprehensive coverage across the city. These license plate readers prove to be invaluable tools for law enforcement, particularly in the realm of investigations.

The Forest Park Police Department is seeking to continue services with Flock Safety for another year at the annual cost of \$62,500 funded by Red Speed, the automation School Zone cameras.

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Council Discussion and Approval to renew the Agreement with Flock Safety

**Submitted By:** Brandon Criss (Police Chief)

**Date Submitted:** April 15, 2025

**Work Session Date:** April 21, 2025

**Council Meeting Date:** April 21, 2025

### Background/History:

The Forest Park Police Department conducted a thorough examination in 2022 to identify the most effective license plate readers, and Flock Safety emerged as the top choice. In January 2024, the Mayor and Council approved the acquisition of LPR cameras to ensure comprehensive coverage across the city. These license plate readers prove to be invaluable tools for law enforcement, particularly in the realm of investigations.

The Forest Park Police Department is seeking to continue services with Flock Safety for another year at the annual cost of \$62,500 funded by Red Speed, the automation School Zone cameras.

<b>Cost: \$</b>	<b>Budgeted for:</b>	<b>X</b>	<b>Yes</b>	<b>No</b>
62,500		_____	_____	

**Financial Impact:** \$62,500

**Action Requested from Council:** Vote for Approval

# CITY OF FOREST PARK PURCHASE REQUISITION FORM

For purchases valued \$1,000 and up

This form must be completed prior to creating a Purchase Order

<b>Department :</b>	POLICE	<b>Date:</b> 3-25-2025	<b>Requisition Number:</b> 25-07443
<b>Prepared By:</b>	BARBARA BEACH		
<b>Explanation</b>			
This Requisition is for:		FLOCK SAFETY - FLOCK SAFETY FALCON (25 QUANTITY) PUBLIC SAFETY OPERATING SYSTEM - INFRASTRUCTURE- FREE LICENSE PLATE READER CAMERA THAT UTILIZES VEHICLE FINGERPRINT TECHNOLOGY TO CAPTURE VEHICULAR ATTRIBUTES.	
<input checked="" type="checkbox"/> Services			
<input type="checkbox"/> Goods			
<input type="checkbox"/> Public Works Construction			
<input type="checkbox"/> Other _____		(NOTE: USED BUDGET LINE ITEM NUMBER PER MR. WIGGINS)	
<b>Justification for Request:</b>			
See attached _____ page(s) or _____ line item(s) and attached specifications _____ pages			

## Budget

<b>Attach proof of available funds and provide the following:</b>			
Budget Line Item:	100-31-3210-52-2209		
Funds Available:	-\$11,241.11	Cost of goods or services:	\$62,500.000

## Vendor

New vendors must complete the Vendor/Supplier Information Form and provide a w-9 and E-Verify Affidavit.


<b>Select whether vendor is a new or current vendor of the City and provide the following:</b>			
<input type="checkbox"/> New	<input checked="" type="checkbox"/> Current	Vendor Name:	FLOCK SAFETY
Current Vendor Number:		232304	
<b>If Statewide Contract, provide the following: (Attach one quote. Three quotes are not needed)</b>			
Statewide Contract ID number:			
<b>If Requisition is replacing a current Contract, provide the following:</b>			
Current Contract Number:		Contract Expiration Date:	

## Solicitation

Complete this section only if a formal bid or RFP advertisement is needed.

<b>Also attach Solicitation Request Form</b>	
Estimated cost of goods or services:	
Is cooperative purchase option available?	
Date goods or services are needed:	

## Signatures

<b>Department Head Authorization:</b>		<b>Date:</b> 3-25-2025
<b>Purchasing Authorization:</b>		<b>Date:</b>
<b>Finance Director:</b>		<b>Date:</b>
<b>City Manager:</b>		<b>Date:</b>

### Instructions:

1. Complete requisition form in its entirety. (No previous versions of the Requisition Form will be accepted)
2. Attach 3 quotes (or justification if 3 quotes could not be obtained) and proof of budgeted funds.
3. Have New Vendors to send Vendor Registration Form, W-9, and E-Verify forms directly to [procurement@forestparkga.gov](mailto:procurement@forestparkga.gov) for issuance of an assigned Vendor #.
4. Enter Requisition form and additional documents to ASANA and assign to the designated Procurement Officer.
5. Once a fully signed requisition form has been returned to you with the valid PO # then proceed with purchase.
6. Once goods and/or services are received, submit Invoice and PO # to Accounts Payable (copy Procurement) for payment.

**Please complete, sign, and return Requisition Form along with all required documents to ASANA and assign to the designated Procurement Officer**  
PO # will not be approved and Invoice will not be paid if not completed properly.



# flock safety

## INVOICE

Item #2.

**Flock Group Inc dba Flock Safety**  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-56080  
Invoice Date: 1/10/2025  
Due Date: 2/9/2025  
Payment Terms: Net 30  
PO#:

Bill To: GA - Forest Park PD  
320 Cash Memorial Blvd  
Forest Park, Georgia, 30297

Ship To: GA - Forest Park PD  
320 Cash Memorial Blvd  
Forest Park, Georgia 30297

Billing Company Name: GA - Forest Park PD  
Billing Contact Name:  
Billing Email Address: [admin@forestparkga.gov](mailto:admin@forestparkga.gov)

Payment Terms: Net 30  
Contracted Billing Structure: Annual

Notes: GA - Forest Park PD Co-Term: Year 2 of 60 Month Term, 2025 - 2026

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	25	\$2,500.00	\$0.00	\$62,500.00
FlockOS ™	1	\$0.00	\$0.00	\$0.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.  
Link to Location of Services:

**Subtotal:** \$62,500.00  
**Sales Tax:** \$0.00  
**Credit:** \$0.00  
**Payments:** \$0.00  
**Balance Due:** \$62,500.00

RECEIVED  
JAN 24 2025

BY: 

via mail

For questions about your invoice or need to update your billing contact information, please email  
[www.flocksafety.com](http://www.flocksafety.com) or call 866-901-1781, option 3.



# INVOICE

Item #2.

**Flock Group Inc dba Flock Safety**  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-56080  
Invoice Date: 1/10/2025  
Due Date: 2/9/2025  
Payment Terms: Net 30  
PO#:

## Payment Remittance Information

### Pay by Check:

Payable to: Flock Group Inc  
Memo: INV-56080  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

*If paying by check, please include the remittance slip below.*

### Pay by ACH:

Account Legal Name: Flock Group Inc.  
Account Number: 3302113966  
Account Type: Checking  
Routing / SWIFT Code: 121140399 / SVBKUS6S

*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

### Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc  
USPS: PO Box 121923  
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc  
UPS, FedEx or 891923  
USPS: 1501 North Plano Rd. ste 100  
Richardson, TX 75081

Account: GA - Forest Park PD

Invoice # INV-56080

Amount Due: **\$62,500.00**

Amount Enclosed: \$ \_\_\_\_\_



**Flock Safety + GA - Forest Park PD**

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

**MAIN CONTACT:**

John Watson  
john.watson@flocksafety.com  
678-210-8524

flock safety

# flock safety

## EXHIBIT A ORDER FORM

Customer:	GA - Forest Park PD	Initial Term:	60 Months
Legal Entity Name:	GA - Forest Park PD	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	320 Cash Memorial Blvd Forest Park, Georgia 30297	Billing Frequency:	Annual - First Year at Signing.
		Retention Period:	30 Days

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$62,500.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	25	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	15	\$9,750.00

<b>Subtotal Year 1:</b>	<b>\$72,250.00</b>
<b>Annual Recurring Subtotal:</b>	<b>\$62,500.00</b>
<b>Discounts:</b>	<b>\$62,500.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Contract Total:</b>	<b>\$322,250.00</b>

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



**Billing Schedule**

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$72,250.00
Annual Recurring after Year 1	\$62,500.00
Contract Total	\$322,250.00

\*Tax not included

**Discounts**

Discounts Applied	Amount (USD)
Flock Safety Platform	\$62,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

**Product and Services Description**

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

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

**FlockOS Features & Description****Package: Essentials**

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

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

**FLOCK GROUP, INC.**

DocuSigned by:

Mark Smith

AC5C931454C24F3...

By:

Mark Smith

Name:

General Counsel

Title:

1/7/2024

Date:

**Customer: GA - Forest Park PD**

DocuSigned by:

Brandon Criss

89078A1D1F5B41E...

By:

Brandon Criss

Name:

Chief

Title:

1/7/2024

Date:

PO Number:



## CITY COUNCIL WORK SESSION

Tuesday, January 02, 2024 at 6:00 PM  
Council Chambers and YouTube Livestream

**Website:** [www.forestparkga.gov](http://www.forestparkga.gov)  
**YouTube:** <https://bit.ly/3c28p0A>  
**Phone Number:** (404) 366.4720

**FOREST PARK CITY HALL**  
745 Forest Parkway  
Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA  
The Honorable Kimberly James  
The Honorable Hector Gutierrez  
The Honorable Allan Mears  
The Honorable Dabouze Antoine  
The Honorable Latresa Akins-Wells  
Ricky L. Clark Jr, City Manager  
Randi Rainey, City Clerk  
Danielle Matricardi, City Attorney

### APPROVED MINUTES

**CALL TO ORDER/WELCOME:** Mayor Butler called the meeting to order at 7:01 pm.

**ROLL CALL - CITY CLERK:** A quorum was established by the City Clerk.

Attendee's Name	Title	Absent	Present
Angelyne Butler, MPA	Mayor, At-Large		✓
Kimberly James	Council Member, Ward 1		✓
Dabouze Antoine	Council Member, Ward 2		✓
Hector Gutierrez	Council Member, Ward 3		✓
Latresa Akins-Wells	Council Member, Ward 4		✓
Allan Mears	Council Member, Ward 5		✓

Jeremi Patterson, Deputy Finance Director; John Wiggins; Finance Director, SaVaughn Irons, Planning & Community Development; Javon Llyod, PIO, Shalonda Brown; Director HR, Diane Lewis, Deputy HR Director; Bobby Jinks, Public Works Director; Nigel Watley; Deputy Public Works Director, Bruce Abrahams, Director of Economic Development; Latosha Clemons; Fire Chief, David Halcome, Deputy Fire Chief; Tarik Maxwell, Recreation and Leisure Director; Joshua Cox, IT Director; Rodney Virgil, IT Level 2 Support Engineer; Derry Walker, Code Enforcement Director; Dorth Roper-Jackson; Court Administrator, Pauline Warrior; Senior Management Analyst, and Danielle Matricardi, City Attorney.

**ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:**

It was moved to adopt the agenda as presented.

Motion made by Councilmember Antoine, Seconded by Councilmember James.

Voting Yea: Councilmember James, Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears.

**OLD BUSINESS:**

1. **Council Discussion and Update on the Rollout of the City of Forest Park's Housing Rehabilitation Program (HOME) for Senior Residents (aka, "Legacy Residents") of Owner-Occupied Housing in the City- Executive Offices**

**Background/History:** The American Rescue Plan Act (ARPA) of 2021 appropriated funds that local municipalities could use to aid Disproportionately Impacted Households and Communities. Such improvements will increase the lifespan of the City of Forest Park's housing stock, work to address housing inequities, and stabilize home values for the neighborhood and the residents, who were significantly impacted during the Great Recession and the COVID-19 pandemic.

**Action Requested from Council:** Update regarding the Application Rollout on the City's website for the application period that ends on February 9, 2024.

**Pauline Warrior, Senior Management Analyst** - gave a brief update and noted the HOME application will be open until February 9, 2024, and can be accessed on the city website. Ms. Warrior also mentioned that anyone who needs help applying can do so in person at City Hall. Ms. Warrior noted that the program will be spread out to allow residents to apply.

**City Manager Clark**- noted Mayor Butler asked that this be spread out so that the residents have access to complete the grant. He noted it had been set up for the residents to come in and get actual help completing their application. He noted there is a video and 11 Alive came out to do some positive press about this program.

**Comments/Discussion from Governing Body:**

**Councilmember James**- noted she was excited and sent a blast out.

**Councilmember Antione**- wanted to make sure Ward 2 was in the know. He noted that he has been spreading the word.

**Councilmember Gutierrez** – noted he is excited to share the sentiments of the City Manager. He thanked the governing body for moving forward with this and giving back to the people.

**Councilmember Akins Wells**- thanked them and Mr. Clark for making this happen.

**Councilmember Mears** – noted he was glad to see this and that there are many elderly people in Forest Park who need help.

**City Manager Clark**- added that they went with the system they used because they can provide the governing body with monthly reports. He noted they will know which members in their Ward applied for

the grant. Mr. Clark noted the system would also, issue the information in Spanish. He noted that the Rental Assistant portion will also be added to this system.

**Mayor Butler** – noted she knows that it tracks everything. She wanted to know if someone started the application and did not complete it, would they get that information to reach out.

**City Manager Clark**- noted yes. It has two (2) parts, and they are pre-qualifying. They will enter their information to move forward with applying for the grant. He noted if they receive a denial letter, it will state why, and they can go back in and reapply.

**Councilmember Antione**- asked what the budget was for both programs.

**City Manager Clark**- noted three years ago that \$1,300,000.00 was appropriated for Home Repair. The Rental Assistance there had a 3<sup>rd</sup> party entity contract, but the program was brought in-house, and \$50,000.00 is appropriated for that. However, it still must be related to a Covid need.

**Mayor Butler**- noted this is just the first wave of the Home Initiative for the Legacy Residents. If funds remain, the second will be for others under 62.

**City Manager Clark**- noted the deadline for the Legacy Residents is February 9<sup>th</sup>. Then, it will be opened to the entire community.

## NEW BUSINESS:

### 2. Council Discussion and Approval of the Appointment of Mayor Pro Tem – Executive Offices

#### Background/History:

Per the City Charter, at the first regular meeting in January of each year, the governing body shall elect a mayor pro tempore from its membership for one (1) year. The mayor pro tempore shall perform the duties of the mayor during her absence from the city or her disability. The Mayor Pro Tem for 2023 was Councilwoman Kimberly James.

Mayor Butler- noted this has been done several ways, and asked if the Council had any recommendations.

#### Comments/Discussion from Governing Body:

**Councilmember James**- noted she does not have any recommendations.

**Councilmember Antione** – noted he does not have any recommendations.

**Councilmember Gutierrez**- noted he does not have any recommendations.

**Councilmember Akins-Wells**- noted she has no recommendations.

**Councilmember Mears**- noted he has no recommendation.

Councilmember Antione asks for a point of Order. He wanted to know about the appointment of the Mayor Pro-Tem.

**Mayor Butler** - noted that it must be voted on during the Regular Session.

3. **Council Discussion and Approval of the Appointment of Dorothy Roper-Jackson as the Court Administrator- Executive Offices**

**Background/History:**

On December 4, 2023, Dorothy Roper-Jackson was named the sole finalist and nominated by the City Manager for the position of Court Administrator. As the statutorily required two-week period has ended, the City Manager is now seeking the full appointment of Dorothy Roper-Jackson as Court Administrator.

**City Manager Clark-** noted that Dorthy Roper-Jackson has hit the ground running and has identified many things operationally, that can enhance the Municipal Court system. He noted she has gone through this transition of separating the court from the Police Department, in her previous role of Court Administrator for the City of Clarkston.

**Dorthey Roper-Jackson-** noted she is overjoyed to be here and a part of the City of Forest Park. She noted she will do her best to move the process forward.

**Comments/Discussion from Governing Body:**

**Councilmember James** – welcomed her aboard.

**Councilmember Antione-** welcomed her to the All-Star team. He noted if she needed anything to reach out.

**Councilmember Gutierrez** – welcomed her for being a part of the family.

**Councilmember Akins-Wells-** welcomed her and thanked her for what she had done and what she would be doing.

**Councilmember Mears** – welcomed her aboard from Ward 5

**Mayor Butler** – welcomed her.

4. **Council Discussion and Update on the Waste Management Contract – Executive Offices**

**Background/History:**

The final contract for Waste Management was approved in February of 2023. Since then, we have had the opportunity to review the service and take necessary measures to improve service delivery. As part of the contract, Waste Management agreed to a donation in the amount of \$5,000 for the purposes of creating a recycling program and educating the public on the actual service.

To ensure that the governing body is kept in the loop, and has the opportunity to review said contract, waste management is present to provide an update on the service and take any/all questions from the governing body.

**City Manager Clark-** noted Waste Management was not present and will contact their team to see what happened.

5. **Council Discussion and Approval of a Budget Amendment in the amount of \$4,300,485 in Increased Revenues for the American Rescue Plan Act (ARPA) Fund- Finance Department**

**Background/History:**

Before the FY223-24 budget's adoption, the Department of Finance committed to diligently monitoring funding and revenues for accuracy. Consequently, a budget amendment is now being sought to reflect an additional \$4,300,485 in revenues. This adjustment will enhance the American Rescue Plan Act (ARPA) Fund from the initially budgeted \$798,264.00 to a revised total of \$5,098,749.00.

**Finance Director John Wiggins-** noted he is seeking approval to update the **budget** through a budget amendment. He noted there is already \$4,000,000.00, and they will place that in the books, to move forward with the responsibilities they are supposed to for the state. It is to finish the APRA Funds and ensure that the projects obligated are done and the money is used by 2025.

**Comments/Discussion from Governing Body:**

**Councilmember James-** asked if it was accounted for in the budget.

**John Wiggins-** noted there was only \$798,000.00 accounted for, and they are trying to put the rest of it in there.

**City Manager Clark –** noted for clarification the project list is the same, and this is just a cleanup. He noted he will provide the governing body with the actual project list, to remind them of what they are. He noted this includes some of the sidewalks that were approved because the money allocated was not enough.

6. **Council Discussion and Approval of a Budget Amendment in the amount of \$281,020.00 for TYMCO 600- " The Street Sweeper"- Finance Department**

**Background/History:**

Due to an unexpected shipment delay with the initial purchase of a TYMCO 600 Street Sweeper, the Public Works Department requests a budget amendment to transfer \$281,020.00 from the Unrestricted Fund Balance to cover the cost of the already approved capital expense.

**John Wiggins-** noted that this is just a budget amendment to ensure the funds are in this budget because it was budgeted last year but carried over to this year. This is to stay in compliance with GAP, and when the auditors come, they will see they purchased and received the Street Sweeper in this Fiscal Year, so they will not receive a ding in the audit. He noted it was just another cleanup.

**Councilmember Gutierrez –** asked when they will see it in action on the streets.

**City Manager Clark-** noted it is already in action; it was out today in Ward 2.

7. **Council Discussion and Approval to purchase fifteen (15) Flock Cameras for the Police Department in the amount of \$72,250.00-Police Department**

**Background/History:**

The Forest Park Police Department conducted a thorough examination in 2022 to identify the most effective license plate readers, and Flock Safety emerged as the top choice. Subsequently, the Mayor and Council approved the acquisition of 10 LPR cameras to ensure comprehensive coverage across the city.



Since taking office earlier this year, a reassessment of our needs revealed the necessity for additional cameras to cover the entire city adequately. These license plate readers are invaluable tools for law enforcement, particularly in the realm of investigations.

**Comments/Discussion from Governing Body:**

**Chief Criss-** noted they have (ten) 10 Flock Cameras for the entire city, which is not enough. He noted they would like to purchase (fifteen) 15 more, and the amount shown is to renew another year of the current Flock Cameras. He noted the project will be funded from the Red Speed account.

**Councilmember Antione-** asked the chief to share what is good about having a licensed place reader. He noted he supports it.

**Chief Criss-** noted it is not necessarily Big Brother watching over you. The license plate reader is more to gather data information. It can tell us if vehicles are stolen, registration is expired, and no insurance. We have also used it to solve crime.

**City Manager Clark-** noted it is also the commonly known used system that law enforcement agencies use. He noted Chief Chris had accessed thousands of cameras over the State of Georgia.

**Councilmember Gutierrez –** wondered if these cameras were the ones that go in the car.

**Chief Criss-** noted they were the ones that go on the pole throughout the city.

**Councilmember Gutierrez-** asked if they would ever get the technology that recognizes bullets.

**Chief Criss-** noted that what was approved was ShotSpotter, which is a gunshot detection device, and that device is up and running. He noted the chief has his support.

**Councilmember Akins Wells-** noted she supports whatever will help him be successful and them so that they are safe.

**Councilmember Mears-** noted he is doing a great job, and they should do anything to make the job easier and the citizens safer.

**Chief Criss-** noted this technology does just that.

**Mayor Butler-** wanted to know if the funds were not in the Red Speed account, where would the difference come from?

8. **Council Discussion and Approval to Authorize a Contract for Perkins Park Basketball Court in the amount of \$59,750.00– Public Works**

**Background/History:**

As part of our effort to renovate pocket parks around the City, we have received bids for the renovation of Perkins Park. Penaloza Designs & Construction LLC was the winning bidder to replace the basketball court. Staff recommends approval of the contract. Penaloza Designs & Construction LLC will provide all services, materials, and labor for the construction of the Basketball Court. This includes building and construction materials, necessary labor, and all the tools and machinery needed to complete construction. The account line for the project is 100-20-1110-54-2507.

**Public Works Director, Bobby Jinks-** noted they had been in conversation about the pocket parks and had an allowance goal of \$65,000.00. He noted they reached out to numerous companies, and this one to Mr. Clark, and he decided that he met his standards.

**City Manager-** noted if they recall, they were using some additional monies that they had through Tax Sales to fund all the pocket parks. The City Manager noted that they will present a type of playground equipment at the next meeting. He noted that if they can order in bulk for all of the pocket parks, they can get them at a reduced cost. He noted he would like all the equipment to look the same as they go on the journey to enhance the parks. He noted if the Council would allow it, it would be much easier to order the playground equipment.

**Comments/Discussion from Governing Body:**

**Councilmember James-** thanked them for the work they are doing. She wanted to know if the company they were using was vetted well and wanted to know where they were from.

**Bobby Jinks –** he stated it is a local company. He noted it is hard to get contractors to come to Forest Park to give them a price.

**City Manager-** noted they want to ensure contractors know what they are doing so they are not spending money on the back end of going back to correct their work. He noted that for the individuals who may not want to bid in Forest Park, it is their loss. Mr. Clark noted that their contract is airtight, and if something goes wrong, the company is responsible, and they are made to do a bond for this project. They are reputable, and they will fix everything.

**Councilmember Gutierrez-** noted the company built one of the ramps for one of the seniors, and they did it for free.

**Councilmember Akins Wells –** thanked them for everything. She noted she would like the Mayor and the Council to be fair regarding the parks. She noted not every park has what Ward 4 has.

**City Manager-** noted it was great to go through this with Councilmember Wells because she wanted to do the parks before the money was designated. He noted they are not looking to fund this just with the capital project money. He did not think it would be fair because they are city parks.

**Councilmember Mears-** thinks it is a good thing to see this get started and noted that some of the parks need some drainage, landscaping, roofing, and picnic sheds to bring them up to par.

**City Manager Clark -**noted they are doing a tour this week to see what the parks need. He noted they are replacing the piping, adding new mulch, and upgrading all the playground equipment at each park.

**Mayor Butler-** asked if they considered parking.

**City Manager Clark-** noted they had not and asked the Mayor if there were particular parks they needed to focus on for parking.

**Mayor Butler –** noted in Ward 5 that there is no designated parking, and Perkins has somewhat of a parking lot that is very narrow. She asked them to consider it as they went to each park.

**Councilmember James-** asked them to consider these are neighborhood parks, and she does not want a lot of parking; she wants the people to be able to enjoy their parks.

**Mayor Butler-** introduced the new City Attorney, Danielle Matricardi of Denmark and Ashby.

**City Attorney, Danielle Matricardi-** noted she was looking forward to working with the City of Forest Park. She noted they are the biggest city and greatly impact Clayton County. She thanked them for the warm welcome.

**EXECUTIVE SESSION:** (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation, or Real Estate)

It was moved to recess into Executive Session at 6:35 p.m. for Personnel, Litigation, or Real Estate matters.

Motion made by Councilmember Antione, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears.

It was moved to reconvene back into the Council Work Session at 7:01 pm.

Motion made by Councilmember Mears, Seconded by Councilmember Antione.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

**ADJOURNMENT:**

It was moved to adjourn the January 2, 2024, Council Work Session at 7:01 pm.

Motion made by Councilmember James, Seconded by Councilmember Akins-Wells.

Voting yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Wells, and Councilmember Mears.

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.

**File Attachments for Item:**

**3. Council Discussion to Approve the Acquisition of Permanent Easement Rights Located at (Lot 78, 13th District) 5201 Albert Drive, Forest Park, Georgia 30297 - Executive Office**

**Background/History:** There is a public necessity and use for the City to acquire permeant easement rights on the property located at 5201 Albert Drive, Forest Park, Georgia 30297 (Clayton County Tax Parcel Identification No. 13078B F007). There has been a finding made that the circumstances are such that it is necessary to proceed with condemnation proceedings regarding permanent drainage easement rights by use of a method of condemnation, as authorized by O.C.G.A. §§ 22-1-1 *et seq.*

**STATE OF GEORGIA****CITY OF FOREST PARK****RESOLUTION NO. 2025-\_\_\_\_\_**

A RESOLUTION BY MAYOR ANGELYNE BUTLER AND COUNCILMEMBERS KIMBERLY JAMES, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS OF THE CITY OF FOREST PARK, GEORGIA AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY LOCATED IN LAND LOT 78, 13TH LAND DISTRICT, CITY OF FOREST PARK, CLAYTON COUNTY, GEORGIA BY WAY OF NEGOTIATED PURCHASE, OR WHERE NECESSARY, BY WAY OF EMINENT DOMAIN FOR PUBLIC PURPOSES; TO AUTHORIZE THE APPROVAL OF ANY NECESSARY DOCUMENTS AS TO FORM AND SUBSTANCE; TO MAKE ANY NECESSARY MODIFICATIONS THEREOF TO PROTECT THE INTERESTS OF THE CITY OF FOREST PARK; AND TO AUTHORIZE ALL OTHER LAWFUL PURPOSES RELATED TO ACQUIRING FEE SIMPLE INTEREST OF SAID PROPERTY.

**WHEREAS**, the City of Forest Park, Georgia (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

**WHEREAS**, pursuant to Article IX, Section II, Paragraph V of the Georgia Constitution, municipalities may acquire property in fee simple or in any lesser interest by eminent domain for public purposes; and

**WHEREAS**, O.C.G.A. § 22-1-15 further authorizes the use of declaration of taking as a condemnation method whenever a municipality desires to take or damage private property for public use; and

**WHEREAS,** the Mayor and Council for the City have determined that circumstances exist such that there is a necessity for exercising its power of eminent domain pursuant to O.C.G.A. § 22-1-1 *et seq.* and other applicable law for the acquisition of fee simple interest to certain property more particularly described in attached Exhibit “A” (“Subject Property”) and depicted in Exhibit “B”; and

**WHEREAS,** the governing authority of the City finds that the acquisition of the Subject Property by the City is necessary for public purposes and constitutes a "public use" within the meaning of O.C.G.A. § 22-1-1 *et seq.*; and

**WHEREAS,** the acquisition of the Subject Property is necessary to protect the health, safety, and welfare of the citizens of the City.

**NOW, THEREFORE, BE IT RESOLVED,** by the Mayor and Council for the City of Forest Park, Georgia as follows:

**Section 1:** There is a public necessity and use for the City of Forest Park, Georgia to acquire permanent easement rights on the property located at 5201 Albert Drive, Forest Park, Georgia 30297 (Clayton County Tax Parcel Identification No. 13078B F007).

**Section 2:** There has been a finding made that the circumstances are such that it is necessary to proceed with condemnation proceedings regarding permanent drainage easement rights by use of a method of condemnation, as authorized by O.C.G.A. §§ 22-1-1 *et seq.* and use of that method is hereby authorized for the acquisition of property described in Exhibit “A”.

**Section 3:** That the City Attorney is authorized and directed by this Resolution to institute, pursuant to O.C.G.A. § 22-1-15, a petition in the name of the governing body for the City of Forest Park, Georgia with the Superior Court of Clayton County for a judgment in rem against the property described in Exhibit “A” for a quick and effective condemnation of the property

described in Exhibit “A” and every interest therein as provided by the Georgia Constitution and O.C.G.A. §§ 22-1-1 *et seq.*

**Section 4:** That the City Manager is hereby authorized and directed to expend all necessary and proper payments for the expenses incurred in carrying out the acquisition and the condemnation of this property upon receipt of a requisition therefor from the City Attorney and to make all necessary and proper payments in connection with such acquisition, including but not limited to, title searches, appraisals, surveys, specialty reports, expert fees, closings and/or any other costs associated with any condemnation actions authorized by this Resolution.

**Section 5:** This resolution shall become effective immediately upon its adoption by the Mayor and Council of the City of Forest Park as provided in the City Charter.

**SO RESOLVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
Angelyne Butler, *Mayor*

**ATTEST:**

\_\_\_\_\_(SEAL)  
Randi Rainey, *City Clerk*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City Attorney*

EXHIBIT  
“A”

**Legal Description**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 78 OF THE 13TH DISTRICT OF CLAYTON COUNTY, GEORGIA, BEING LOT 22, LINDA HEIGHTS SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 4, PAGE 256, CLAYTON COUNTY RECORDS; SAID PLAT IS INCORPORATED HEREIN AND MADE A PART OF THIS DESCRIPTION BY REFERENCE; BEING KNOWN AS NUMBER 5201 ALBERT DRIVE, FOREST PARK, CLAYTON COUNTY, GEORGIA, ACCORDING TO THE PRESENT SYSTEM OF NUMBERING USED IN FOREST PARK, GEORGIA.



**File Attachments for Item:**

**4. Council Discussion and Approval regarding Major Medical renewal benefits package for FY' 25-26-Executive Office**

The City's Employee Benefits Program renews annually on **July 1st**. Currently, **Cigna** serves as the provider for our **Medical, Dental, and Vision Insurance** plans.

In preparation for the upcoming renewal, our Benefits Broker, **MSI Benefits Group**, collaborated closely with Cigna to secure a competitive proposal. Cigna's initial underwriting analysis projected a **16.43% increase** in premiums. However, the carrier released an initial renewal offer at **+12%**, followed by a **verbal non-marketing offer of +7%**, contingent upon the City not marketing the plan to other carriers.

CITY OF  
**FORESTPARK**

## City Council Agenda Item

---

**Title of Agenda Item:** Discussion regarding Major Medical renewal benefits package for FY' 25-26.

**Submitted By:** Ricky L. Clark, Jr., City Manager

**Date Submitted:** April 15, 2025

**Work Session Date:** April 21, 2025

**Council Meeting Date:** April 21, 2025

---

### Background/History:

#### Annual Employee Benefits Renewal Summary

The City's Employee Benefits Program renews annually on **July 1st**. Currently, **Cigna** serves as the provider for our **Medical, Dental, and Vision Insurance** plans.

In preparation for the upcoming renewal, our Benefits Broker, **MSI Benefits Group**, collaborated closely with Cigna to secure a competitive proposal. Cigna's initial underwriting analysis projected a **16.43% increase** in premiums. However, the carrier released an initial renewal offer at **+12%**, followed by a **verbal non-marketing offer of +7%**, contingent upon the City not marketing the plan to other carriers.

A thorough evaluation of renewal options was conducted by the **City Manager, Finance Director, HR Director, Deputy Director of HR**, and MSI. The review included a detailed analysis of potential cost implications and contribution strategies, summarized as follows:

	<b>Current</b>	<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>	<b>Option 4</b>	<b>Option 5</b>
<b>MEDICAL</b>	<b>Cigna</b>	<b>Cigna</b>	<b>Cigna</b>	<b>Cigna</b>	<b>Cigna</b>	<b>Cigna</b>
Annual Billed Premium	\$5,657,303	\$6,336,180	\$6,053,315	\$6,053,315	\$6,053,315	\$6,053,315
Employee Annual Deductions	\$237,380	\$237,380	\$237,380	\$396,670	\$396,670	\$396,670
City Annual Net Cost	\$5,419,923	\$6,098,800	\$5,815,935	\$5,656,645	\$5,656,645	\$5,656,645
<b>DENTAL</b>	<b>Cigna</b>	<b>Cigna</b>	<b>Cigna</b>	<b>Cigna</b>	<b>Cigna - Opt 1</b>	<b>Cigna - Opt 2</b>
Annual Billed Premium	\$197,117	\$238,512	\$238,512	\$238,512	\$238,512	\$238,512
Employee Annual Deductions	\$0	\$0	\$0	\$0	\$55,035	\$110,070
City Annual Net Cost	\$197,117	\$238,512	\$238,512	\$238,512	\$183,477	\$128,442
<b>VISION</b>	<b>Cigna</b>	<b>Cigna</b>	<b>Cigna</b>	<b>Cigna - Opt 1</b>	<b>Cigna - Opt 1</b>	<b>Cigna - Opt 1</b>
Annual Billed Premium	\$40,519	\$42,454	\$42,454	\$42,454	\$42,454	\$42,454
Employee Annual Deductions	\$15,182	\$15,091	\$15,091	\$18,023	\$18,023	\$18,023
City Annual Net Cost	\$25,337	\$27,363	\$27,363	\$24,431	\$24,431	\$24,431
<b>BASIC LIFE</b>	<b>Lincoln</b>	<b>Lincoln</b>	<b>Lincoln</b>	<b>Standard</b>	<b>Standard</b>	<b>Standard</b>
Expected Annual Cost	\$34,909	\$34,909	\$34,909	\$24,388	\$24,388	\$24,388
<b>Total Expected Annual Cost</b>	<b>\$5,677,286</b>	<b>\$6,399,584</b>	<b>\$6,116,719</b>	<b>\$5,943,976</b>	<b>\$5,888,941</b>	<b>\$5,833,906</b>
Percentage of Change		12.7%	7.7%	4.7%	3.7%	2.8%
Annual Budget Impact		\$722,298	\$439,433	\$266,690	\$211,655	\$156,620

### Summary of Renewal Options

- **Option 1 – For Illustration Only:** Represents the City's estimated cost if benefits are marketed and Cigna remains the most competitive carrier. This scenario is intended for comparative purposes and not under consideration for implementation.
- **Option 2 – Status Quo:** No changes to employee payroll deductions or plan design. The City absorbs the full increase in premiums.
- **Option 3 – Cost-Neutral to City:** Plan structure remains largely intact, but employee contributions are recalculated based on a "base plan" model. Employees enrolled in the two buy-up plans would see an increase in premiums. Vision insurance contributions shift to a 50% City contribution for Family coverage. Basic Life Insurance would transition to **The Standard**.
- **Option 4 – Enhanced Cost Management:** Builds on Option 3 with the unbundling of Dental coverage. The City would contribute **50%** toward Family Dental coverage only.
- **Option 5 – Maximum Cost Control:** Also builds on Option 3, but with Dental coverage unbundled and **0%** City contribution toward Family Dental premiums.

### Recommendation and Rationale

After careful consideration, the committee concluded that **Option 3 or Option 4** would provide the most balanced and sustainable approach—offering continued access to quality healthcare coverage while responsibly managing long-term financial impact on the City and its employees.

---

Both options maintain total costs below current national healthcare trend increases and allow the City to **retain Cigna**, which strengthens our negotiating position for future renewals and minimizes disruption to employee care networks.

---

Cost: \$

Budgeted for: \_\_\_\_\_ Yes \_\_\_\_\_ No

Financial Impact:

---



## 2025 Employee Benefits Renewal

April 21, 2025



## A Strategic Partner for Planning, Designing and Implementing Your Employee Benefits Program:



---

MSI Benefits Group, Inc.  
245 TownPark Drive, Suite 100  
Kennesaw, GA 30144  
Tel: 770-425-1231  
Fax: 770-425-4722  
[www.msibg.com](http://www.msibg.com)

---

Integrity  
Service & Accountability  
Respect

**John Leggett, Sr. Benefits Consultant**



# Monthly Healthcare Detail Experience Report (Mar 2023 – Feb 2025)

Item #4.

MONTH	FIXED CHARGES	IN NETWORK	OUT OF NETWORK	DRUG	TOTAL CLAIMS	BILLED PREMIUM	LOSS RATIO	TOTAL SUBS	TOTAL MBRS
Mar-23	(\$222)	\$166,824	\$3,598	\$108,977	\$279,178	\$383,329	73%	243	550
Apr-23	\$3,450	\$215,095	\$396	\$147,680	\$366,621	\$387,220	95%	244	552
May-23	\$3,465	\$195,049	\$915	\$107,586	\$307,015	\$385,205	80%	247	550
Jun-23	\$3,354	\$178,989	\$319	\$74,400	\$257,061	\$376,244	68%	240	531
Jul-23	\$3,440	\$166,833	\$341	\$68,896	\$239,510	\$371,816	64%	241	519
Aug-23	\$2,630	\$192,913	\$0	\$57,269	\$252,812	\$379,813	67%	253	552
Sep-23	\$3,892	\$148,045	\$1,273	\$145,095	\$298,304	\$397,538	75%	262	570
Oct-23	\$2,882	\$282,124	\$128	\$84,325	\$369,458	\$409,406	90%	267	579
Nov-23	\$3,065	\$277,076	\$200	\$117,372	\$397,713	\$417,627	95%	271	595
Dec-23	\$6,555	\$398,556	\$884	\$85,871	\$491,865	\$422,074	117%	273	599
Jan-24	\$3,647	\$204,973	\$637	\$78,812	\$288,069	\$427,835	67%	277	609
Feb-24	\$3,807	\$272,909	\$0	\$57,911	\$334,627	\$431,486	78%	275	601
<b>Total</b>	<b>\$39,963</b>	<b>\$2,699,385</b>	<b>\$8,692</b>	<b>\$1,134,192</b>	<b>\$3,882,232</b>	<b>\$4,789,593</b>	<b>81%</b>	<b>3,093</b>	<b>6,807</b>
				<b>PMPM:</b>	<b>\$570</b>	<b>\$704</b>		<b>258</b>	<b>567</b>
Mar-24	\$3,032	\$146,087	\$389	\$125,369	\$274,878	\$421,331	65%	271	589
Apr-24	\$3,813	\$253,053	\$0	\$71,201	\$328,066	\$416,619	79%	276	598
May-24	\$3,897	\$218,099	\$264	\$126,276	\$348,536	\$428,601	81%	279	592
Jun-24	\$4,587	\$216,765	\$0	\$77,054	\$298,407	\$422,591	71%	274	583
Jul-24	\$3,894	\$195,818	\$663	\$89,118	\$289,493	\$449,198	64%	280	601
Aug-24	\$4,070	\$557,724	\$0	\$104,570	\$666,364	\$460,961	145%	283	604
Sep-24	\$3,984	\$374,342	\$0	\$99,703	\$478,029	\$461,060	104%	281	601
Oct-24	\$4,670	\$247,127	\$0	\$133,424	\$385,221	\$455,701	85%	279	599
Nov-24	\$4,202	\$366,007	\$0	\$122,623	\$492,832	\$449,958	110%	280	607
Dec-24	\$4,692	\$373,476	\$247	\$104,176	\$482,592	\$451,617	107%	275	599
Feb-25	\$6,203	\$389,932	\$0	\$109,243	\$505,378	\$467,790	108%	287	618
Jan-25	\$3,819	\$372,814	\$0	\$102,618	\$479,251	\$454,607	105%	281	610
<b>Total</b>	<b>\$50,864</b>	<b>\$3,711,245</b>	<b>\$1,562</b>	<b>\$1,265,376</b>	<b>\$5,029,047</b>	<b>\$5,340,033</b>	<b>94%</b>	<b>3,346</b>	<b>7,201</b>
				24%					
				<b>PMPM:</b>	<b>\$698</b>	<b>\$742</b>		<b>279</b>	<b>600</b>
					22%	5%		8%	6%
<b>Total Period</b>	<b>\$90,827</b>	<b>\$6,410,630</b>	<b>\$10,254</b>	<b>\$2,399,569</b>	<b>\$8,911,279</b>	<b>\$10,129,626</b>	<b>88%</b>	<b>9,790</b>	<b>21,382</b>

# Cigna Renewal – Marketing Offer

Item #4.



		LocalPlus Plan - Option 1				OAPin Plan - Option 2				OAP Plan - Option 3	
		Current	Renewal			Current	Renewal			Current	Renewal
Employee	80	865.29	969.12	27	934.79	1,046.96	17	970.85	1,087.35		
Employee + 1 Dependent	33	1,873.36	2,098.16	22	2,023.81	2,266.67	8	2,101.90	2,354.13		
Employee + Family	25	2,473.87	2,770.73	48	2,672.54	2,993.24	17	2,775.67	3,108.75		
Monthly Total	138	192,890.83	216,037.73	97	198,045.07	221,810.48	42	80,506.04	90,166.76		
Percentage of Change			12.00%			12.00%			12.00%		
In-Network		LocalPlus Plan			OAPin			OAP			
Plan Deductible (Individual / Family)		\$500 / \$1,500			\$1,000 / \$3,000			\$500 / \$1,500			
HRA Amount:		\$500 / \$1,500			\$500 / \$1,500			\$500 / \$1,500			
Employee Deductible after HRA:		\$0			\$500 / \$1,500			\$0			
Coinsurance		100%			100%			100%			
PCP Copay		\$20			\$25			\$15			
Preventive Care		100%			100%			100%			
Specialist Copay		\$40			\$50			\$25			
ER Copay		\$250			\$250			\$100			
Urgent Copay		\$60			\$60			\$60			
Outpatient Surgery		Deductible			Deductible			Deductible			
Inpatient Surgery		Deductible			Deductible			Deductible			
Out-of-pocket (Individual / Family) (Includes Prescription)		\$6,600 / \$13,200			\$6,600 / \$13,200			\$6,600 / \$13,200			
Level 1		\$10			\$10			\$10			
Level 2		\$25			\$25			\$25			
Level 3		\$50			\$50			\$50			
Level 4		20% up to a \$200			20% up to a \$200			20% up to a \$200			
Out-of-Network											
Deductible (Individual / Family)		Emergency			Emergency			\$1,000 / \$3,000			
Coinsurance		Only			Only			70%			
Out-of-pocket (Individual / Family)								\$6,600 / \$13,200			
		EMPLOYEE WEEKLY DEDUCTIONS									
Employee	80	0.00	0.00	27	10.00	10.00	17	24.00	24.00		
Employee + 1 Dependent	33	10.50	10.50	22	17.00	17.00	8	62.00	62.00		
Employee + Family	25	13.00	13.00	48	20.00	20.00	17	81.50	81.50		
		Current	Renewal								
Combined Monthly Total		\$471,442	\$528,015								
Combined Annual Total		\$5,657,303	\$6,336,180	12.00%							
Combined Monthly Net Cost		\$451,660	\$508,233								
Combined Annual Net Cost		\$5,419,923	\$6,098,800	Annual Net Increase \$678,876.39							
Percentage of Change			12.53%								



# Cigna Renewal – Non-Marketing Offer

Item #4.



		LocalPlus Planv - Option 1			OAPin Plan - Option 2			OAP Plan - Option 3	
		Current	Renewal		Current	Renewal		Current	Renewal
Employee	80	865.29	925.86	27	934.79	1,000.23	17	970.85	1,038.81
Employee + 1 Dependent	33	1,873.36	2,004.50	22	2,023.81	2,165.48	8	2,101.90	2,249.03
Employee + Family	25	2,473.87	2,647.04	48	2,672.54	2,859.62	17	2,775.67	2,969.97
Monthly Total	138	192,890.83	206,393.19	97	198,045.07	211,908.22	42	80,506.04	86,141.46
Percentage of Change			7.00%			7.00%			7.00%
In-Network		LocalPlus Plan			OAPin			OAP	
Plan Deductible (Individual / Family)		\$500 / \$1,500			\$1,000 / \$3,000			\$500 / \$1,500	
HRA Amount:		\$500 / \$1,500			\$500 / \$1,500			\$500 / \$1,500	
Employee Deductible after HRA:		\$0			\$500 / \$1,500			\$0	
Coinsurance		100%			100%			100%	
PCP Copay		\$20			\$25			\$15	
Preventive Care		100%			100%			100%	
Specialist Copay		\$40			\$50			\$25	
ER Copay		\$250			\$250			\$100	
Urgent Copay		\$60			\$60			\$60	
Outpatient Surgery		Deductible			Deductible			Deductible	
Inpatient Surgery		Deductible			Deductible			Deductible	
Out-of-pocket (Individual / Family) (Includes Prescription)		\$6,600 / \$13,200			\$6,600 / \$13,200			\$6,600 / \$13,200	
Level 1		\$10			\$10			\$10	
Level 2		\$25			\$25			\$25	
Level 3		\$50			\$50			\$50	
Level 4		20% up to a \$200			20% up to a \$200			20% up to a \$200	
Out-of-Network									
Deductible (Individual / Family)		Emergency			Emergency			\$1,000 / \$3,000	
Coinsurance		Only			Only			70%	
Out-of-pocket (Individual / Family)								\$6,600 / \$13,200	
		EMPLOYEE WEEKLY DEDUCTIONS							
Employee	80	0.00	0.00	27	10.00	10.00	17	24.00	24.00
Employee + 1 Dependent	33	10.50	10.50	22	17.00	17.00	8	62.00	62.00
Employee + Family	25	13.00	13.00	48	20.00	20.00	17	81.50	81.50
		Current	Renewal						
Combined Monthly Total		\$471,442	\$504,443						
Combined Annual Total		\$5,657,303	\$6,053,315	7.00%					
Combined Monthly Net Cost		\$451,660	\$484,661						
Combined Annual Net Cost		\$5,419,923	\$5,815,935						
Percentage of Change			7.31%						

7.00%

**Annual Net Increase \$396,011.23**

# City Contributions

Item #4.

		Current Contributions					
		Option 1		Option 2		Option 3	
Employee	80	865.29	27	934.79	17	970.85	
Employee + 1 Dependent	33	1,873.36	22	2,023.81	8	2,101.90	
Employee + Family	25	2,473.87	48	2,672.54	17	2,775.67	
Monthly Total	138	192,890.83	97	198,045.07	42	80,506.04	
		EMPLOYEE WEEKLY DEDUCTIONS					
Employee	80	0.00	27	10.00	17	24.00	
Employee + 1 Dependent	33	10.50	22	17.00	8	62.00	
Employee + Family	25	13.00	48	20.00	17	81.50	
		CITY MONTHLY CONTRIBUTION					
Employee		865.29		891.46		866.85	
Employee + 1 Dependent		1,827.86		1,950.14		1,833.23	
Employee + Family		2,417.54		2,585.87		2,422.50	
		CITY MONTHLY CONTRIBUTION					
Employee		100.00%		95.36%		89.29%	
Employee + 1 Dependent		95.49%		97.21%		85.44%	
Employee + Family		96.50%		97.51%		86.19%	
		Current					
Combined Monthly Total		\$471,442					
Combined Annual Total		\$5,657,303					
Combined Monthly Net Cost		\$451,660					
Combined Annual Net Cost		\$5,419,923					
Annual Net Increase							
Percentage of Change							

Cost Neutral		
Option 1	Option 2	Option 3
925.86	990.67	1,060.02
2,004.50	2,144.81	2,294.95
2,647.04	2,832.33	3,030.60
206,393.19	209,885.94	87,900.02
EMPLOYEE WEEKLY DEDUCTIONS		
0.00	14.96	30.96
10.50	42.88	77.53
13.00	55.76	101.51
CITY MONTHLY CONTRIBUTION		
925.86	925.86	925.86
1,959.00	1,959.00	1,959.00
2,590.71	2,590.71	2,590.71
CITY MONTHLY CONTRIBUTION		
100.00%	93.46%	87.34%
95.78%	89.52%	83.66%
96.73%	90.40%	84.49%
Proposed		
504,179		
6,050,150		
471,387		
5,656,645		
\$237,122		
4.38%		

- If the City elected to change the contribution model to “Cost Neutral” where all deductions were based on Option 1 premiums, the Non-Marketing Offer proposed annual net increase of \$396K would be reduced by \$159K. This would result in increased deductions for employees enrolled in Option 2 and Option 3.

# Public Sector Group Health Benchmark Report

Item #4.

	Current	Renewal	56	26	30	SHBP	
	City of Forest Park		All	County	City	Anthem	UHC
	HMO	HMO	Average	Average	Average	HMO	HMO
Effective Date	7/1/2024	7/1/2025				1/1/2025	1/1/2025
Active Employees	298	298	246	329	166	625,000	625,000
<b>Monthly Premium</b>							
Employee	\$865	\$926	\$906	\$944	\$873	\$1,022	\$1,061
Employee + Spouse	\$1,873	\$2,005	\$1,918	\$1,991	\$1,854	\$2,146	\$2,228
Employee + Child(ren)	\$1,873	\$2,005	\$1,837	\$1,915	\$1,769	\$1,737	\$1,803
Employee + Family	\$2,474	\$2,647	\$2,693	\$2,809	\$2,594	\$2,861	\$2,970
<b>Employee Monthly Cost</b>							
Employee	\$0	\$0	\$43	\$58	\$31	\$158	\$197
Employee + Spouse	\$46	\$46	\$394	\$418	\$374	\$405	\$487
Employee + Child(ren)	\$46	\$46	\$358	\$390	\$330	\$292	\$359
Employee + Family	\$56	\$56	\$633	\$620	\$645	\$539	\$649
<b>Employer Contribution</b>							
Employee	100%	100%	95%	94%	96%	85%	81%
Add Spouse	95%	96%	67%	66%	67%	78%	75%
Add Child(ren)	95%	96%	67%	66%	67%	81%	78%
Add Family	96%	97%	69%	69%	68%	79%	76%
<b>Health Plan Design</b>							
HRA Included	Yes	Yes	20%	15%	23%	No	No
HRA Amount	\$500	\$500	\$397	\$423	\$375	\$0	\$0
Deductible	\$500	\$500	\$2,087	\$2,362	\$1,848	\$1,300	\$1,300
Coinsurance	100%	100%	86%	83%	89%	80%	80%
Out of Pocket	\$6,600	\$6,600	\$5,573	\$6,250	\$4,987	\$4,000	\$4,000
PCP Copay	\$20	\$20	\$29	\$28	\$31	\$35	\$35
Specialist Copay	\$40	\$40	\$51	\$54	\$49	\$45	\$45
Rx Deductible	No	No	Yes - 39%	Yes - 38%	Yes - 40%	No	No
Generic Copay	\$10	\$10	\$12	\$11	\$13	\$20	\$20
Brand Copay	\$25	\$25	\$40	\$43	\$37	\$50	\$50

# Cigna Dental Renewal

Item #4.



				100% EE / 50% Dep	100% EE / 0% Dep
		Current	Renewal	Option 1	Option 2
Employee Only	128	31.48	38.09	38.09	38.09
Employee +1 Dependent	61	67.99	82.27	82.27	82.27
Employee + Family	92	89.67	108.50	108.50	108.50
Monthly Premium	281	16,426.47	19,876.03	19,876.03	19,876.03
Deductible		\$50 Indiv. (\$150 Family)			
Preventive		100%			
Basic		80%			
Major		60%			
Annual Maximum Benefit		\$2,000			
Fillings		80%			
Simple Extractions		80%			
Oral Surgery		80%			
Periodontics		80%			
Endodontics (Root Canals)		80%			
Crowns		60%			
Dentures / Bridges		60%			
Implants		60%			
Orthodontia Coverage		50% up to \$2,000 max			
		WEEKLY DEDUCTIONS			
Employee		0.00		0.00	0.00
Employee + 1 Dependent		0.00		5.10	10.20
Employee + Family		0.00		8.12	16.25
Annual Premium		\$197,117.64	\$238,512.34	\$183,477.26	\$128,442.18
Annual Net Cost Impact			\$41,394.70	-\$13,640.38	-\$68,675.46
Annual Net Change			21.00%	-6.92%	-34.84%

Annual Net Cost PEY	\$701.49	\$848.80	\$652.94	\$457.09
---------------------	----------	----------	----------	----------

## Notes:

- Pending official renewal (projected at +21%)
- RFPs sent out to market (MetLife, Standard, and Guardian)
- 266 enrolled during the 2024 renewal period (6% growth)
- City covers 100% of overall cost for employees and dependents
- Consider unbundling from medical

**Option 1** – City pays 100% of Employee and 50% of Family

**Option 2** – City pays 100% of Employee and nothing towards Family

## Proposals:

- Standard +50.07%
- MetLife +25.20%

# Cigna Vision Renewal

Item #4.







		100% EE / 0% Dep		
		Current	Renewal	Option 1
Employee	130	6.92	7.27	7.27
Employee + 1 Dependent	59	12.10	12.71	12.71
Employee + Family	91	19.37	20.33	20.33
<b>Monthly Total</b>	<b>280</b>	<b>3,376.56</b>	<b>3,545.39</b>	<b>3,545.39</b>
Eye Exam Frequency		\$10 Every 12 months		
Lenses Single, Bifocal, Trifocal Frequency		\$20 Every 12 months		
Contacts Elective Medically Necessary Frequency		Up to \$150 Allowance Included Every 12 months		
Frames Frequency		Up to \$150 Allowance plus 20% discount on Every 12 months		
		WEEKLY DEDUCTIONS		
Employee		0.00	0.00	0.00
Employee + 1 Dependent		1.00	1.00	1.25
Employee + Family		2.56	2.56	3.01
<b>Annual Premium</b>		<b>\$40,519</b>	<b>\$42,545</b>	<b>42,544.63</b>
<b>Annual Net Cost</b>		<b>\$25,337</b>	<b>\$27,363</b>	<b>24,431.35</b>
<b>Annual Net Change</b>			<b>\$2,026</b>	<b>-905.43</b>
<b>Percent of Change</b>			<b>8.00%</b>	<b>-3.57%</b>

## Notes:

- 273 enrolled during the 2024 renewal period
- City covers 63% of overall cost for employees and dependents
- Option 1 – 100% EE / 0% FAM

# Basic Life Insurance - Options

Item #4.

	Current / Renewal - No Chg	Bundled with Vol Life	Proposal	Proposal
Basic Life and AD&D Insurance				
Basic Life Benefits and AD&D Amount:				
Class 1: All Full-Time Upper Management Employees:	\$150,000	\$150,000	\$150,000	\$150,000
Class 2: All Full-Time Middle Management Employees:	\$40,000	\$40,000	\$40,000	\$40,000
Class 3 All Other Full-Time Employees:	\$20,000	\$20,000	\$20,000	\$20,000
Reduction Schedule:	No Reduction	No Reduction	No Reduction	35% at Age 65, 50% at Age 70
Life Rate:	0.330	0.297	0.230	0.264
AD&D Rate:	0.035	0.035	0.025	0.028
			Includes Line of Duty Benefit	
Projected Volume:	\$7,970,000	\$7,970,000	\$7,970,000	\$7,970,000
Covered Lives:	280	280	280	280
Basic Life Monthly Premium:	\$2,909	\$2,646	\$2,032	\$2,327
Annual Cost:	\$34,909	\$31,752	\$24,388	\$27,927
Rate Guarantee:	7/1/2027	7/1/2027	7/1/2027	7/1/2027
Percentage Change:		-9.04%	-30.14%	-20.00%

## Notes:

- LFG to reduce basic life rates if Voluntary Life is added

# City 2025 Renewal Options

Item #4.

	<i>Current</i>	Renewal <i>Option 1</i>	NM Renewal <i>Option 2</i>	NM Renewal <i>Option 3</i>	NM Renewal <i>Option 4</i>	NM Renewal <i>Option 5</i>
<b>MEDICAL</b>	<i>Cigna</i>	<i>Cigna</i>	<i>Cigna</i>	<i>Cigna</i>	<i>Cigna</i>	<i>Cigna</i>
Annual Billed Premium	\$5,657,303	\$6,336,180	\$6,053,315	\$6,053,315	\$6,053,315	\$6,053,315
Employee Annual Deductions	\$237,380	\$237,380	\$237,380	\$396,670	\$396,670	\$396,670
City Annual Net Cost	<b>\$5,419,923</b>	<b>\$6,098,800</b>	<b>\$5,815,935</b>	<b>\$5,656,645</b>	<b>\$5,656,645</b>	<b>\$5,656,645</b>
<b>DENTAL</b>	<i>Cigna</i>	<i>Cigna</i>	<i>Cigna</i>	<i>Cigna</i>	<i>Cigna - Opt 1</i>	<i>Cigna - Opt 2</i>
Annual Billed Premium	\$197,117	\$238,512	\$238,512	\$238,512	\$238,512	\$238,512
Employee Annual Deductions	\$0	\$0	\$0	\$0	\$55,035	\$110,070
City Annual Net Cost	<b>\$197,117</b>	<b>\$238,512</b>	<b>\$238,512</b>	<b>\$238,512</b>	<b>\$183,477</b>	<b>\$128,442</b>
<b>VISION</b>	<i>Cigna</i>	<i>Cigna</i>	<i>Cigna</i>	<i>Cigna - Opt 1</i>	<i>Cigna - Opt 1</i>	<i>Cigna - Opt 1</i>
Annual Billed Premium	\$40,519	\$42,454	\$42,454	\$42,454	\$42,454	\$42,454
Employee Annual Deductions	\$15,182	\$15,091	\$15,091	\$18,023	\$18,023	\$18,023
City Annual Net Cost	<b>\$25,337</b>	<b>\$27,363</b>	<b>\$27,363</b>	<b>\$24,431</b>	<b>\$24,431</b>	<b>\$24,431</b>
<b>BASIC LIFE</b>	<i>Lincoln</i>	<i>Lincoln</i>	<i>Lincoln</i>	<i>Standard</i>	<i>Standard</i>	<i>Standard</i>
Expected Annual Cost	<b>\$34,909</b>	<b>\$34,909</b>	<b>\$34,909</b>	<b>\$24,388</b>	<b>\$24,388</b>	<b>\$24,388</b>
<b>Total Expected Annual Cost</b>	<b>\$5,677,286</b>	<b>\$6,399,584</b>	<b>\$6,116,719</b>	<b>\$5,943,976</b>	<b>\$5,888,941</b>	<b>\$5,833,906</b>

Percentage of Change

12.7%

7.7%

4.7%

3.7%

2.8%

Annual Budget Impact

\$722,298

\$439,433

\$266,690

\$211,655

\$156,620

**Option 1** – Renewal rates if City doesn't accept Cigna Non-Marketing Offer / No Changes to Employee Deductions

**Option 2** – Cigna Non-Marketing Offer / No Change to Employee Deductions

**Option 3** – Cigna Non-Marketing Offer / Plan 2 & 3 Deductions Designed to be Cost Neutral to the City

**Option 4** – Cigna Non-Marketing Offer / Plan 2 & 3 Deductions Designed to be Cost Neutral to the City / Change Dental Contributions to 50% for Family / Change Vision Deductions to 0% Family / Change Basic Life to The Standard

**Option 5** – Cigna Non-Marketing Offer / Set Plan 2 & 3 to be Cost Neutral to the City / Change Dental Contributions to 0% for Family / Change Deductions to 0% Family / Change Basic Life to The Standard

Page 99

# Tentative Open Enrollment Timeline

Item #4.

Major Action Items	Owner	Target Date
→ Conduct Pre-Renewal Meeting	MSI / COFP	✓
→ Obtain Renewals	MSI	✓
→ Initiate Marketing	MSI	April
→ Conduct Renewal Meeting	MSI / COFP	✓
→ Finalize Benefit Offerings and Contributions	COFP	April/May
→ Initiate Benefits Build-out in Enrollment Platform (ADP or Zevo)	MSI	April/May
→ Test Benefits Build-out in Enrollment Platform (ADP or Zevo)	MSI	April/May
→ Provide Open Enrollment Letter and Benefits Guide for Review	MSI	May
→ Provide Benefit Packets for Distribution (Townhall Meeting)	MSI	May/June
<b>Target Open Enrollment: late May / early June</b>		
→ Benefit Counselor Onsite Enrollments (2024 Dates: Mon/Tue – 6/10 & 6/11)	MSI	May/June



# City 2025 Renewal Options Summarized

Item #4.

	Total Budget	Budget Impact	% Change	Summary
<b>Option 1</b>	\$6,399,584	\$722,298	12.7%	Renewal rates if City elects to market the group health
<b>Option 2</b>	\$6,116,719	\$439,433	7.7%	Cigna Non-Marketing Offer / No Change to Employee Deductions
<b>Option 3</b>	\$5,943,976	\$266,690	4.7%	Cigna Non-Marketing Offer / Plan 2 & 3 Deductions Designed to be Cost Neutral to the City / Change Basic Life to The Standard
<b>Option 4</b>	\$5,888,941	\$211,655	3.7%	Cigna Non-Marketing Offer / Plan 2 & 3 Deductions Designed to be Cost Neutral to the City / Change Dental Contributions to 50% for Family / Change Vision Deductions to 0% Family / Change Basic Life to The Standard
<b>Option 5</b>	\$5,833,906	\$156,620	2.8%	Cigna Non-Marketing Offer / Set Plan 2 & 3 to be Cost Neutral to the City / Change Dental Contributions to 0% for Family / Change Vision Deductions to 0% Family / Change Basic Life to The Standard

**File Attachments for Item:**

**5. Council Discussion and Approval to Purchase Body Worn Cameras and In-Car Cameras - Police Department/Procurement Department**

**Background and History:**

The Forest Park Police Department currently utilizes Versaterm for its body-worn and in-car camera systems. However, the department has encountered ongoing operational challenges with the Versaterm body-worn camera platform. Additionally, the system lacks several critical features that are considered standard in today's law enforcement technology landscape.

Due to these concerns, the department is requesting to transition to Axon body-worn and in-car camera systems. Axon is widely recognized for its reliability, advanced features, and seamless integration capabilities. The Axon platform offers automatic camera activation, real-time access to video footage, and secure cloud-based storage providing a more effective, dependable, and legally compliant solution to meet the department's operational needs.

The Forest Park Police Department requests approval to piggyback from the Sourcewell cooperative contract #101223-AXN with Axon. The 60-month period total cost is \$969,071.05 – Body Cameras: \$388,931.05 and in-car camera system: \$580,140.00, which will be expensed in annual installments. The initial payment starting in June 2025 totals \$9,690.69 to be funded from Department of Treasury account: 214-31-3210-53-1105. The 2025/2026 annual total cost is \$87,216.40.

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Council Discussion and Approval to purchase Body Worn Cameras and In-Car Cameras - Police Department/Procurement

**Submitted By:** Brandon Criss (Police Chief)

**Date Submitted:** April 15, 2025

**Work Session Date:** April 21, 2025

**Council Meeting Date:** April 21, 2025

### Background and History:

The Forest Park Police Department currently utilizes Versaterm for its body-worn and in-car camera systems. However, the department has encountered ongoing operational challenges with the Versaterm body-worn camera platform. Additionally, the system lacks several critical features that are considered standard in today's law enforcement technology landscape.

Due to these concerns, the department is requesting to transition to Axon body-worn and in-car camera systems. Axon is widely recognized for its reliability, advanced features, and seamless integration capabilities. The Axon platform offers automatic camera activation, real-time access to video footage, and secure cloud-based storage providing a more effective, dependable, and legally compliant solution to meet the department's operational needs.

The Forest Park Police Department requests approval to piggyback from the Sourcewell cooperative contract #101223-AXN with Axon. The 60-month period total cost is \$969,071.05 – Body Cameras: \$388,931.05 and in-car camera system: \$580,140.00, which will be expensed in annual installments. The initial payment starting in June 2025 totals \$9,690.69 to be funded from Department of Treasury account: 214-31-3210-53-1105. The 2025/2026 annual total cost is \$87,216.40

<b>Cost: \$</b>	<b>Budgeted for:</b>	<b>X</b>	<b>Yes</b>	<b>No</b>
96,906.99			_____	_____

**Financial Impact:** \$969,071.05 over a 60-month period body-worn and in-car camera systems

**Action Requested from Council:** Vote for Approval



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the the City of Forest Park, Georgia ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote as defined below. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes signed and accepted by Customer 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, 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.
- 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. Orders are subject to prior credit approval. Changes in the deployment estimated ship date that are not due to Axon's error may change charges in the Quote. Axon reserves the right to cancel any orders resulting from typographical 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 shall terminate on December 31, 2025 ("Initial Term"). This Agreement shall automatically renew, with the same terms and conditions, for four(4) subsequent annual terms and after the last annual renewal, one additional six (6) month term which shall expire on June 30, 2030 ("Renewal Term" or "Renewal Terms") and with the exception that Customer wishes to add on new devices and services, unless either party sends signed written notice of non-renewal within ninety (90) calendar days prior to the end of the Renewal 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**").

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Unless otherwise prohibited by law, Customer 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. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer 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 Customer upon Axon's delivery to the common carrier. Customer is responsible for any reasonable 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 Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer'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 purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new. 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 Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer 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 Customer 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 Customer 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 Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer 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 Customer resells Axon Devices.
- 7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other express warranties not mentioned within this Agreement, Implied or statutory warranties. 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. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer 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 this Agreement 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 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 Customer 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.

upon notice to the Customer.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is 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.** Axon Device warnings can be found at: [www.axon.com/legal](http://www.axon.com/legal). These documents are not incorporated into this Agreement and are for reference only.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer'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 Customer'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 the Effective Date of this Agreement, Axon will supply certificates of insurance to the Customer.
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. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer and Customer's officials, employees, agents, and representatives against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer 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 Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
15. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or improper 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 thirty (30) days after written notice. If Customer 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 Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer also has the right to terminate this Agreement for convenience, for any reason, by providing Axon thirty (30) days' signed written notice. Customer will deliver notice of termination under this section as soon as reasonably practicable.
  - 16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees for the applicable term incurred before the effective date of termination. Customer is not responsible for Service fees that accrue post termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the expiration of the Initial Term or the completion of all Renewal Terms, Axon will invoice Customer 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, Customer 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.

**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

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal

Version: 22

Release Date: 8/2/2024





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 Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

## 17. **General.**

- 17.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 17.2. **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, Customer, fiduciary, or employment relationship between the Parties.
- 17.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 17.4. **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.
- 17.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 17.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior signed 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.
- 17.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 17.8. **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.
- 17.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 17.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer 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.
- 17.11. **Notices.** All notices must be in English. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective upon receipt. Notices to both Parties shall be as follows:

### **If to Customer:**

City of Forest Park, Georgia  
Attn: City Manager  
745 Forest Parkway  
Forest Park, Georgia 30297  
[rclark@forestparkga.gov](mailto:rclark@forestparkga.gov)

### **With a copy to:**

Denmark Ashby LLC  
Attn: City Attorney  
100 Hartsfield Centre Pkwy, Ste. 400  
Atlanta, Georgia 30354  
[ewhigham@denmarkashby.com](mailto:ewhigham@denmarkashby.com)

### **If to Axon:**

Axon Enterprise, Inc.  
Attn: Legal  
17800 North 85<sup>th</sup> Street  
Scottsdale, Arizona 8255  
[legal@axon.com](mailto:legal@axon.com)





18.12 **Entire Agreement.** This Agreement, the Appendices, 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.

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

**AXON:**

Axon Enterprise, Inc.

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

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

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

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

**CUSTOMER:**

City of Forest Park, Georgia

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

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

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

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



## Master Services and Purchasing Agreement for Customer

### Axon Cloud Services Terms of Use Appendix

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

- a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
  - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.
  - c. **"Non-Content Data"** is data, configuration, and usage information about Customer'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 Customer Content.
  - d. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
  - e. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer 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, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer 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 Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer 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 for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
- a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
6. **Privacy.** Customer'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>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic

## Master Services and Purchasing Agreement for Customer

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 Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer 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 Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer 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 Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

10. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services is currently (a) posing a security risk to Axon Cloud Services or any third-party; (b) adversely impacting Axon Cloud Services, the systems, or content of any other customer; (c) subjecting Axon, Axon's affiliates, or any third-party to liability; or (d) may be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer 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 Customer uploads data to Axon Cloud Services.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to [privacy@axon.com](mailto:privacy@axon.com). Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer 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**")

**Master Services and Purchasing Agreement for Customer**

- 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 Customer 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 Customer.
  - d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- a. 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;
  - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 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 Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;
  - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - g. 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
  - h. 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.
15. **Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
16. **After Termination.** Axon will not delete Customer Content for one hundred eighty days (180) following termination. Axon Cloud Services will not be functional during one hundred eighty (180) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after the one hundred and eighty (180) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
17. **Post-Termination Assistance.** Axon will provide Customer 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 Customer 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.
18. **U.S. Government Rights.** If Customer 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 Customer 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, Customer will immediately discontinue use of Axon Cloud Services.



## Master Services and Purchasing Agreement for Customer

- 
19. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

---

**Axon Customer Experience Improvement Program Appendix**

---

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer 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, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
  - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer 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 Customer 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 Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer 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 Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer 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 Customer 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 Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
  - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer 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, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

---

<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.



## Master Services and Purchasing Agreement for Customer

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

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



## Professional Services Appendix

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

1. **Utilization of Services.** Customer 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 Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer 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 Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

### Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- 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 Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

### Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer'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

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 Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

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



## Master Services and Purchasing Agreement for Customer

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

### Dock configuration

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

### Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer'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

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 Customer 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 Customer 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 Customer'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 Customer's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Customer
- **For the CEW Starter Package:** Training for up to 1 individual at Customer

### 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

## Master Services and Purchasing Agreement for Customer

Smart Weapons that Customer is replacing with newer Smart Weapon models.

### Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.  
Axon will provide Customer 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 Customer to assess Customer'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 Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

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

Training for up to five (5) Customer's in-house instructors who can support Customer'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 Customer'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 Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer 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 Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

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

Training for Customer's in-house instructors who can support Customer'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 Customer'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. Customer 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 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 Customer travel time by Axon

---

personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services**. Customer authorizes Axon to access relevant Customer 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 Customer. Customer 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 Customer.
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 Customer or Axon), Customer 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, Customer 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 Customer when Axon generally releases it
15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer may sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer shall notify Axon in writing of the specific reasons for rejection within ten (10) business 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 ten (10) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
16. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

---

## Technology Assurance Plan Appendix

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

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer 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 Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer 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 Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer 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 Customer 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 Customer 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 Customer 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 Customer.
7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer 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, Customer 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 Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer'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. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

---

## TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer 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. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
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 and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer 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 Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
  - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
  - 10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of



---

termination.

- 10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.



## Axon Fleet Appendix

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

1. Customer Responsibilities.
  - 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
  - 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer 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 Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer 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 Customer 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.** Customer 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 Customer 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. Customer 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, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
  - 5.1. **License Grant.** Axon grants Customer 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.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 
6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer'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, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
- 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer 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. Customer 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, Customer shall 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 Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
8. **Axon Fleet Termination.** Axon may terminate Customer's Fleet subscription for proven 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. Customer will be responsible for payment of any proven missed payments due to the termination before being allowed to purchase any future Fleet TAP.



## Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

### 1. **Definitions.**

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

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

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer'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.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer 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. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

### 4. **Customer Responsibilities.** When using API Service, Customer 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 Customer Content or Customer'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;
  - 5.2. the resources available within API Service for which Customer 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 Customer 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**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer 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.

### Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability**. The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

## AXON CLOUD SERVICES PRIVACY NOTICE

Last Updated: February 1<sup>st</sup>, 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).

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.

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal

Version: 22

Release Date: 8/2/2024

**“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**

In some jurisdictions 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 in 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 Participant 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 Quote Appendix – See next page**



**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-624602-457

Item #5.

Issued: 04/07/2025

Quote Expiration: 04/30/2025

Estimated Contract Start Date: 07/01/2025

Account Number: 113100

Payment Terms:

Delivery Method:

SHIP TO	BILL TO
Forest Park Police Department - GA 320 Cash Memorial Blvd Forest Park, GA 30297-2666 USA	Forest Park Police Department - GA 320 Cash Memorial Blvd Forest Park GA 30297-2666 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Drew Patterson Phone: +1 5132038037 Email: dpatterson@axon.com Fax:	Brandon Criss Phone: (404) 366-4141 Email: bcriss@forestparkga.gov Fax: (404) 608-2371

### Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$388,931.05</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$388,931.05</b>

### Discount Summary

Average Savings Per Year	\$14,150.43
<b>TOTAL SAVINGS</b>	<b>\$70,752.15</b>

Payment Summary

Date	Subtotal	Tax	Total
Jun 2025	\$3,889.29	\$0.00	\$3,889.29
Jul 2025	\$35,003.80	\$0.00	\$35,003.80
Jul 2026	\$87,509.49	\$0.00	\$87,509.49
Jul 2027	\$87,509.49	\$0.00	\$87,509.49
Jul 2028	\$87,509.49	\$0.00	\$87,509.49
Jul 2029	\$87,509.49	\$0.00	\$87,509.49
Total	\$388,931.05	\$0.00	\$388,931.05

Quote Unbundled Price:

Quote List Price:

Quote Subtotal:

\$459 Item #5.

\$406,616.80

\$388,931.05

## 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>									
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	60	\$73.05	\$36.07	\$36.07	\$17,313.60	\$0.00	\$17,313.60
BWCamTAP	Body Worn Camera TAP Bundle	60	60	\$43.61	\$33.80	\$33.80	\$121,680.00	\$0.00	\$121,680.00
<b>A la Carte Hardware</b>									
100681	AXON SIGNAL - SIDEARM SENSOR ONLY	60			\$269.00	\$269.00	\$16,140.00	\$0.00	\$16,140.00
H00002	AB4 Multi Bay Dock Bundle	8			\$1,638.90	\$1,638.90	\$13,111.20	\$0.00	\$13,111.20
H00001	AB4 Camera Bundle	60			\$899.00	\$899.00	\$53,940.00	\$0.00	\$53,940.00
<b>A la Carte Software</b>									
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60	60		\$27.12	\$27.12	\$97,632.00	\$0.00	\$97,632.00
BasicLicense	Basic License Bundle	60	60		\$16.27	\$16.25	\$58,500.00	\$0.00	\$58,500.00
ProLicense	Pro License Bundle	7	60		\$43.40	\$1.46	\$614.25	\$0.00	\$614.25
<b>A la Carte Services</b>									
85144	AXON BODY - PSO - STARTER	1			\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00
<b>Total</b>							<b>\$388,931.05</b>	<b>\$0.00</b>	<b>\$388,931.05</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	06/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	60	1	06/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	66	1	06/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	66	1	06/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	8	1	06/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	8	1	06/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	8	1	06/01/2025
A la Carte	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	60	1	06/01/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	8	1	12/01/2027
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	62	1	12/01/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	8	1	06/01/2030
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	62	1	06/01/2030

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
--------	------	-------------	-----	----------------------	--------------------

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	60	07/01/2025	06/30/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	60	07/01/2025	06/30/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	21	07/01/2025	06/30/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	7	07/01/2025	06/30/2030
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60	07/01/2025	06/30/2030

**Services**

Bundle	Item	Description	QTY
A la Carte	85144	AXON BODY - PSO - STARTER	1

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	8	06/01/2026	06/30/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	60	06/01/2026	06/30/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	2	06/01/2026	06/30/2030



## Shipping Locations

Item #5.

Location Number	Street	City	State	Zip	Country
1	320 Cash Memorial Blvd	Forest Park	GA	30297-2666	USA

## Payment Details

### Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60	\$976.31	\$0.00	\$976.31
Annual Payment 1	BasicLicense	Basic License Bundle	60	\$585.00	\$0.00	\$585.00
Annual Payment 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$173.14	\$0.00	\$173.14
Annual Payment 1	BWCamTAP	Body Worn Camera TAP Bundle	60	\$1,216.79	\$0.00	\$1,216.79
Annual Payment 1	ProLicense	Pro License Bundle	7	\$6.14	\$0.00	\$6.14
Annual Payment 1A	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	60	\$161.40	\$0.00	\$161.40
Annual Payment 1A	85144	AXON BODY - PSO - STARTER	1	\$100.00	\$0.00	\$100.00
Annual Payment 1A	H00001	AB4 Camera Bundle	60	\$539.40	\$0.00	\$539.40
Annual Payment 1A	H00002	AB4 Multi Bay Dock Bundle	8	\$131.11	\$0.00	\$131.11
<b>Total</b>				<b>\$3,889.29</b>	<b>\$0.00</b>	<b>\$3,889.29</b>

### Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1B	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	60	\$1,452.60	\$0.00	\$1,452.60
Annual Payment 1B	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60	\$8,786.88	\$0.00	\$8,786.88
Annual Payment 1B	85144	AXON BODY - PSO - STARTER	1	\$900.00	\$0.00	\$900.00
Annual Payment 1B	BasicLicense	Basic License Bundle	60	\$5,265.00	\$0.00	\$5,265.00
Annual Payment 1B	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$1,558.23	\$0.00	\$1,558.23
Annual Payment 1B	BWCamTAP	Body Worn Camera TAP Bundle	60	\$10,951.20	\$0.00	\$10,951.20
Annual Payment 1B	H00001	AB4 Camera Bundle	60	\$4,854.60	\$0.00	\$4,854.60
Annual Payment 1B	H00002	AB4 Multi Bay Dock Bundle	8	\$1,180.01	\$0.00	\$1,180.01
Annual Payment 1B	ProLicense	Pro License Bundle	7	\$55.28	\$0.00	\$55.28
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$35,003.80</b>	<b>\$0.00</b>	<b>\$35,003.80</b>

### Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	60	\$3,631.50	\$0.00	\$3,631.50
Annual Payment 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60	\$21,967.21	\$0.00	\$21,967.21
Annual Payment 2	85144	AXON BODY - PSO - STARTER	1	\$2,250.00	\$0.00	\$2,250.00
Annual Payment 2	BasicLicense	Basic License Bundle	60	\$13,162.50	\$0.00	\$13,162.50
Annual Payment 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$3,895.55	\$0.00	\$3,895.55
Annual Payment 2	BWCamTAP	Body Worn Camera TAP Bundle	60	\$27,378.00	\$0.00	\$27,378.00
Annual Payment 2	H00001	AB4 Camera Bundle	60	\$12,136.50	\$0.00	\$12,136.50
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	8	\$2,950.02	\$0.00	\$2,950.02
Annual Payment 2	ProLicense	Pro License Bundle	7	\$138.21	\$0.00	\$138.21
<b>Total</b>				<b>\$87,509.49</b>	<b>\$0.00</b>	<b>\$87,509.49</b>

**Jul 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	60	\$3,631.50	\$0.00	\$3,631.50
Annual Payment 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60	\$21,967.21	\$0.00	\$21,967.21
Annual Payment 3	85144	AXON BODY - PSO - STARTER	1	\$2,250.00	\$0.00	\$2,250.00
Annual Payment 3	BasicLicense	Basic License Bundle	60	\$13,162.50	\$0.00	\$13,162.50
Annual Payment 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$3,895.55	\$0.00	\$3,895.55
Annual Payment 3	BWCamTAP	Body Worn Camera TAP Bundle	60	\$27,378.00	\$0.00	\$27,378.00
Annual Payment 3	H00001	AB4 Camera Bundle	60	\$12,136.50	\$0.00	\$12,136.50
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	8	\$2,950.02	\$0.00	\$2,950.02
Annual Payment 3	ProLicense	Pro License Bundle	7	\$138.21	\$0.00	\$138.21
<b>Total</b>				<b>\$87,509.49</b>	<b>\$0.00</b>	<b>\$87,509.49</b>

**Jul 2028**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	60	\$3,631.50	\$0.00	\$3,631.50
Annual Payment 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60	\$21,967.21	\$0.00	\$21,967.21
Annual Payment 4	85144	AXON BODY - PSO - STARTER	1	\$2,250.00	\$0.00	\$2,250.00
Annual Payment 4	BasicLicense	Basic License Bundle	60	\$13,162.50	\$0.00	\$13,162.50
Annual Payment 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$3,895.55	\$0.00	\$3,895.55
Annual Payment 4	BWCamTAP	Body Worn Camera TAP Bundle	60	\$27,378.00	\$0.00	\$27,378.00
Annual Payment 4	H00001	AB4 Camera Bundle	60	\$12,136.50	\$0.00	\$12,136.50
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	8	\$2,950.02	\$0.00	\$2,950.02
Annual Payment 4	ProLicense	Pro License Bundle	7	\$138.21	\$0.00	\$138.21
<b>Total</b>				<b>\$87,509.49</b>	<b>\$0.00</b>	<b>\$87,509.49</b>

**Jul 2029**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60	\$21,967.21	\$0.00	\$21,967.21
Annual Payment 4	BasicLicense	Basic License Bundle	60	\$13,162.50	\$0.00	\$13,162.50
Annual Payment 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$3,895.55	\$0.00	\$3,895.55
Annual Payment 4	BWCamTAP	Body Worn Camera TAP Bundle	60	\$27,378.00	\$0.00	\$27,378.00
Annual Payment 4	ProLicense	Pro License Bundle	7	\$138.21	\$0.00	\$138.21
Annual Payment 5	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	60	\$3,631.50	\$0.00	\$3,631.50
Annual Payment 5	85144	AXON BODY - PSO - STARTER	1	\$2,250.00	\$0.00	\$2,250.00
Annual Payment 5	H00001	AB4 Camera Bundle	60	\$12,136.50	\$0.00	\$12,136.50
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	8	\$2,950.02	\$0.00	\$2,950.02
<b>Total</b>				<b>\$87,509.49</b>	<b>\$0.00</b>	<b>\$87,509.49</b>

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

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





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

Q-624606-457

Item #5.

Issued: 04/07/2025

Quote Expiration: 04/30/2025

Estimated Contract Start Date: 07/01/2025

Account Number: 113100

Payment Terms:

Delivery Method:

SHIP TO	BILL TO
Forest Park Police Department - GA 320 Cash Memorial Blvd Forest Park, GA 30297-2666 USA	Forest Park Police Department - GA 320 Cash Memorial Blvd Forest Park GA 30297-2666 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Drew Patterson Phone: +1 5132038037 Email: dpatterson@axon.com Fax:	Brandon Criss Phone: (404) 366-4141 Email: bcriss@forestparkga.gov Fax: (404) 608-2371

### Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$580,140.00</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$580,140.00</b>

### Discount Summary

Average Savings Per Year	\$12,420.00
<b>TOTAL SAVINGS</b>	<b>\$62,100.00</b>

Payment Summary

Date	Subtotal	Tax	Total
Jun 2025	\$5,801.40	\$0.00	\$5,801.40
Jul 2025	\$52,212.60	\$0.00	\$52,212.60
Jul 2026	\$130,531.50	\$0.00	\$130,531.50
Jul 2027	\$130,531.50	\$0.00	\$130,531.50
Jul 2028	\$130,531.50	\$0.00	\$130,531.50
Jul 2029	\$130,531.50	\$0.00	\$130,531.50
Total	\$580,140.00	\$0.00	\$580,140.00

Quote Unbundled Price:

Quote List Price:

Quote Subtotal:

\$642 Item #5.

\$600,552.00

\$580,140.00

## 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>									
Fleet3B	Fleet 3 Basic	60	60	\$178.40	\$166.82	\$161.15	\$580,140.00	\$0.00	\$580,140.00
<b>Total</b>							<b>\$580,140.00</b>	<b>\$0.00</b>	<b>\$580,140.00</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	60	1	06/01/2025
Fleet 3 Basic	70112	AXON SIGNAL - VEHICLE	60	1	06/01/2025
Fleet 3 Basic	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	60	1	06/01/2025
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	60	1	06/01/2025
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	2	1	06/01/2025
Fleet 3 Basic	72049	AXON FLEET 3 - SIM INSERTION - TMO	60	1	06/01/2025

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	60	07/01/2025	06/30/2030
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	120	07/01/2025	06/30/2030

### Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	60

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	60	06/01/2026	06/30/2030
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	60	06/01/2026	06/30/2030
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	06/01/2026	06/30/2030

## Shipping Locations

Item #5.

Location Number	Street	City	State	Zip	Country
1	320 Cash Memorial Blvd	Forest Park	GA	30297-2666	USA

## Payment Details

### Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Y1	Fleet3B	Fleet 3 Basic	60	\$5,801.40	\$0.00	\$5,801.40
<b>Total</b>				<b>\$5,801.40</b>	<b>\$0.00</b>	<b>\$5,801.40</b>

### Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Y1B	Fleet3B	Fleet 3 Basic	60	\$52,212.60	\$0.00	\$52,212.60
<b>Total</b>				<b>\$52,212.60</b>	<b>\$0.00</b>	<b>\$52,212.60</b>

### Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Y2	Fleet3B	Fleet 3 Basic	60	\$130,531.50	\$0.00	\$130,531.50
<b>Total</b>				<b>\$130,531.50</b>	<b>\$0.00</b>	<b>\$130,531.50</b>

### Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Y3	Fleet3B	Fleet 3 Basic	60	\$130,531.50	\$0.00	\$130,531.50
<b>Total</b>				<b>\$130,531.50</b>	<b>\$0.00</b>	<b>\$130,531.50</b>

### Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Y4	Fleet3B	Fleet 3 Basic	60	\$130,531.50	\$0.00	\$130,531.50
<b>Total</b>				<b>\$130,531.50</b>	<b>\$0.00</b>	<b>\$130,531.50</b>

### Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Y5	Fleet3B	Fleet 3 Basic	60	\$130,531.50	\$0.00	\$130,531.50
<b>Total</b>				<b>\$130,531.50</b>	<b>\$0.00</b>	<b>\$130,531.50</b>



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

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

#### Cradlepoint Terms and Conditions:

By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.





## Device Warnings

# Virtual Reality (VR) Training Safety and Health Warnings

**HEALTH & SAFETY WARNINGS:** This document presents important safety warnings, instructions and information intended to minimize hazards associated with the use of an Axon Enterprise, Inc. ("Axon") VR Headset, VR Controllers, and accessories. These instructions and warnings are to reduce the risk of any personal injury or property damage. **Read the entire document before using a VR Headset.**

These warnings and instructions are effective **February 4, 2025**, and supersede all prior revisions. The most current warnings are also available online at [www.axon.com](http://www.axon.com).

1. **Read and obey.** Read, understand, and follow all current Axon system instructions, manuals, warnings, and relevant Axon training materials before using any Axon system. Failure to do so could increase the risk of serious injury, system malfunctions, or loss of data.
2. **Obey applicable laws, regulations, and agency guidance.** Use the Axon systems only in accordance with applicable federal, state, and local laws and other regulations or legal requirements.

This document uses a signal word panel to mark specific warnings:

## **WARNING**

This signal word panel indicates a potentially hazardous situation which if not avoided could result in fire, electric shock, damage, system malfunctions, death, or personal injury.

## **CAUTION**

This signal word panel indicates a potentially hazardous situation which if not avoided or heeded could result in minor or moderate injury.

Warnings may be followed by instructions and information to help avoid the hazard and improve safety.

## **WARNING! BEFORE USING YOUR VR SYSTEM**

**Always follow all current instructions, warnings, and VR training materials to minimize risks.**

- 1 **Complete training first.** Read and follow all setup and operating instructions provided with the VR products, including hardware and software recommendations. Risk of discomfort may increase if the recommended hardware and software are not used.
- 2 **Read and obey.** Read, understand, and follow all current instructions, warnings, and relevant VR training materials before using VR products. Failure to do so could increase the risk of injuries to the user or others.
- 3 **Unauthorized devices prohibited.** The Headset, VR Controller, and software are not designed for pairing with any unauthorized devices, accessories, software, or content. Use of unauthorized devices, accessories, software, or content may result in injuries to the user and others. Changing the Headset's Kiosk to accept software not intended for use by Axon may cause performance issues or damage to your VR system not covered by your warranty.

# Virtual Reality (VR) Training Safety and Health Warnings

Item #5.

- 4 **Headset Adjustment.** To reduce the risk of discomfort, follow the Headset manufacturer's instructions for proper fit.
- 5 **Motion Sickness.** To reduce motion sickness, cease training and sit down to rest if you experience any symptoms.
- 6 **Ensure you are able to safely use the product.** Refer to the manufacturer's safety guidelines, included in the box and also available at [axon.com/f3-safety](https://www.axon.com/f3-safety). Some medical conditions may prevent you from fully experiencing VR in the Headset without health risks.
- 7 **Avoid prolonged use.** Prolonged use can have physical effects on your body. Take regular breaks. Never use for more than 60 minutes without taking a break. Be aware of the risks of repetitive stress injuries, photosensitive seizure, hearing loss, and even the physiological effects of experiencing VR can result in increased heart rate, respiration, spikes in blood pressure, panic attacks, vertigo, nausea, and other adverse effects.
- 8 **Stop using the product immediately if you experience any discomfort at all.** Remove your Headset immediately. Do not worry about exiting the experience or powering down. Remove the unit from your head. Seek medical assistance anytime you feel it is necessary.



## **WARNING! POTENTIALLY EXPLOSIVE ENVIRONMENTS**

Failure to follow these safety instructions could result in fire, electric shock, damage, system malfunctions, death, or personal injury.

**Potentially explosive environments.** Electric energy in a potentially explosive area could cause an explosion or fire, resulting in serious injury or even death. Areas with a potentially explosive atmosphere are often, but not always, marked clearly. Potential areas may include: fueling areas (such as gas stations); below deck on boats; fuel or chemical transfer or storage facilities; vehicles using liquefied petroleum gas (such as propane or butane); areas where the air contains chemicals or particles (such as grain, dust, or metal powders); and any other area where you would normally be advised to turn off your vehicle engine. Simulation devices used with the Axon VR system contain wireless transmission technology that transfers radio frequencies over the air as a form of energy transfer. Wireless transmission has been deemed a risk factor in igniting an explosive environment. Do not use the Headset, VR Controllers, simulation devices, or any other components of the Axon VR system in an explosive environment.



## **WARNING! HEALTH INFORMATION**

**Preexisting Medical Conditions.** Ask your doctor before using the Headset if you are pregnant, elderly, have any binocular vision anomaly, neurological disorder, or psychiatric disorder. Refer to your doctor if you suffer from a heart condition or other serious medical condition.



## **WARNING! FREEDOM OF MOVEMENT RISKS**

**Risks Associated with Freedom of Movement.** Wearing the VR Headset prevents you from seeing your immediate surroundings. Do not use VR products where there is not room for you

# Virtual Reality (VR) Training Safety and Health Warnings

Item #5.



## **WARNING! FREEDOM OF MOVEMENT RISKS**

to move around freely. Choose a training area free of objects and other people that may interfere with the simulation.

To prevent injuries, take the following precautions:

- 1 Sitting or standing, ensure you have a clear, open space to participate in VR.
- 2 Where you are in the room and how you are positioned when you power up the Headset will determine your point of view. Put on and power up the Headset only after you are standing or seated how you will be positioned for the VR experience.



## **WARNING! TRAINING ENVIRONMENT SAFETY**

**The Headset must be set up and used in a safe environment.** The VR Headset produces/causes an immersive experience that can distract users and block their perception of their actual surroundings. The Headset should only be used indoors.

Always ensure that users are aware of their surrounding before starting and while in use of the Headset. You as a user are responsible for creating and maintaining a safe training space. The VR Headset should be used in a clear and safe area, including overhead. Serious injuries can occur from tripping or running into walls, furniture, objects, or people.



## **WARNING! AVOID WEAPONS CONFUSION**

Do not confuse real law enforcement tools and weapons with simulated devices used in the Axon VR system. Keep firearms, TASER energy weapons, live TASER cartridges, and other weapons out of the training area.



## **WARNING! BATTERY AND CHARGING**

Use the supplied charger for charging the Headset. Only plug the Headset into a proper wall charger.

VR Controllers that simulate the TASER 7 and TASER 10 energy weapons use battery packs designed for these energy weapons. Only use these batteries with the VR Controllers. Only recharge these batteries in a TASER Weapons Dock.

The VR Controllers have a USB-C connector used as a backup for pairing and updating firmware. DO NOT use the USB-C connector for recharging.

Simulation devices used with the VR system are powered by batteries. Only use recommended batteries with these devices.



## **WARNING! SIMULATED WEAPONS**

Some VR experiences use controllers that simulate the TASER 7 or TASER 10 in size and feel, but are white in color. These TASER 7 and TASER 10 VR Controllers are not functional TASER energy weapons and should not be confused with functional TASER energy weapons. TASER 7 and TASER 10 VR Controllers should only be used for training purposes in Axon VR experiences.

# Virtual Reality (VR) Training Safety and Health Warnings



## **WARNING! SIMULATED WEAPONS**

Do not use TASER simulation devices or other simulation devices that resemble weapons where your use of the simulators could cause confusion with actual weapons.



## **CAUTION! CONTROLLER, SENSORS, AND ACCESSORIES**

Take care to not drop any VR equipment or let it slip from your hand while in use.

Simulation devices used with the Headset contain sensors. These sensors are not as rugged as the law enforcement tools and weapons they simulate. Avoid dropping them or subjecting them to rough handling.

Simulation devices may require calibration or pairing with the Headset. These cautions may apply to other accessories used with the VR system.



## **CAUTION! HEADSET TEMPERATURE**

Do not expose the Headset to extreme temperatures.

- 1 Avoid hot areas. Keep the Headset away from radiators, stoves, amplifiers, and other heat sources.
- 2 If the Headset appears to be overheating, discontinue use and contact the manufacturer.
- 3 Do not expose the Headset to fire or smoking products.
- 4 Avoid using the Headset after taking it from an area of one temperature extreme to another.



## **CAUTION! HEADSET DAMAGE**

Do not expose the Headset lenses to direct sunlight.

The Headset manufacturer may change product specifications and safety procedures without notice.



## **CAUTION! DISASSEMBLY AND DISPOSAL**

Do not disassemble. Refer to your agency's Guidance for proper handling and disposal.

▲, ▲ AXON, Axon, TASER 7, and TASER 10 are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2025 Axon Enterprise, Inc.

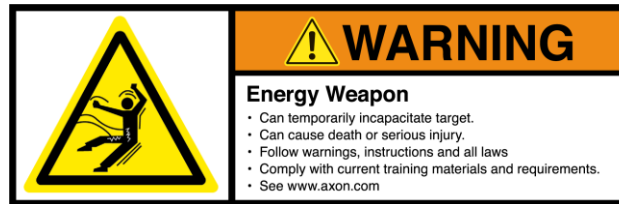


# TASER Handheld Energy Weapon Warnings, Instructions, and Information: Law Enforcement



Item #5.

## IMPORTANT SAFETY AND HEALTH INFORMATION



This document presents important safety warnings, instructions and information intended to minimize hazards associated with the use of an Axon Enterprise, Inc. ("Axon") TASER energy weapon. These instructions and warnings are for your protection as well as the safety of others. **Read the entire document before handling or using an energy weapon.**

When used as directed in probe-deployment mode, energy weapons are designed to temporarily incapacitate a person from a safer distance than some other force options, while reducing the likelihood of death or serious injury. However, any use of force, including the use of an energy weapon, involves risks that a person may get hurt or die due to the effects of the energy weapon, physical incapacitation, physical exertion, unforeseen circumstances or individual susceptibilities. Following the instructions and warnings in this document will reduce the likelihood that energy weapon use will cause death or serious injury.

These warnings and instructions are effective **September 20, 2022**, and supersede all prior revisions and relevant Training Bulletins. **Immediately distribute this document to all TASER energy weapon users.** The most current warnings are also available online at [www.axon.com](http://www.axon.com).

- 1. Complete training first.** Significant differences exist between different TASER energy weapon models. Do not handle or use any energy weapon model unless you have been trained by a Certified TASER Instructor on that particular model.<sup>1</sup>
- 2. Read and follow.** Read, understand and follow all current instructions, warnings and relevant TASER training materials before handling or using a TASER energy weapon. Failure to do so could increase the risk of death or serious injury to the user, force recipient, or others.
- 3. Obey applicable laws, regulations and agency Guidance.** Use of energy weapons must be legally justified and comply with applicable federal, state and local laws or regulations. The decision to use an energy weapon in a particular manner or circumstance must follow applicable law enforcement agency Guidance.<sup>2</sup>

This document uses a signal word panel to mark specific warnings:

**WARNING** This signal word panel indicates a **potentially hazardous situation which if not avoided could increase the risk of death or serious injury.**

Warnings may be followed by instructions and information to help reduce risks, avoid the hazard, and improve energy weapon safety.

## SAFETY INFORMATION: ENERGY WEAPON RISKS AND RISK AVOIDANCE

**WARNING** **Secondary Injury.** The loss of control resulting from an energy weapon exposure may result in injuries due to a fall or other uncontrolled movement. When practicable, avoid using an energy weapon when secondary injuries are likely unless the situation justifies an increased risk.

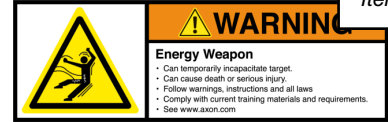
<sup>1</sup> A Certified TASER Instructor is not an Axon agent, but maintains a current TASER instructor certification and complies with Axon's most current training requirements, materials and license agreement. Representations inconsistent with this document made by any Certified TASER Instructor are expressly disclaimed.

<sup>2</sup> Law enforcement agencies are force experts and are solely responsible for their own Guidance. "Guidance" includes policy, custom, procedure, rule, order, directive, training, continuum and standard. Axon has no authority to mandate Guidance, set policy, require training, or establish standards of care or conduct.





## TASER Handheld Energy Weapon Warnings, Instructions, and Information: Law Enforcement



Item #5.

Loss of control associated with energy weapon use can have several causes including:

- **Seizure.** Repetitive stimuli (e.g., flashing light or electrical stimuli) can induce seizure in some people, which may increase risk of death or serious injury. This risk may be increased in a person with epilepsy or seizure history, or if electrical stimuli pass through the head. Emotional stress and physical exertion, both likely in incidents involving energy weapons and other uses of force, are reported as seizure-precipitating factors.
- **Fainting.** A person may experience an exaggerated response to an energy weapon exposure, or threatened exposure, which may result in fainting or falling.
- **Muscle contraction, incapacitation or startle response.** Energy weapon use may cause loss of control from muscle contraction, incapacitation or startle response.

To reduce these risks, consider the person's location before using an energy weapon.

**When practicable, avoid using an energy weapon on a person in the following circumstances unless the situation justifies an increased risk:**

- is on an elevated or unstable surface (e.g., tree, roof, ladder, ledge, balcony, porch, bridge or stair);
- could fall on a sharp object or hard surface (e.g., holding a knife, falling on glass);
- is less able to catch or protect self in a fall (e.g., restrained or handcuffed);
- is running;
- is operating or riding any mode of transportation (e.g., vehicle, bus, bicycle, motorcycle, or train), conveyance (e.g., escalator, moving walkway, elevator, skateboard, rollerblades), or machinery; or
- is located in water, mud or marsh environment if the ability to move is restricted.

### **WARNING**

**Fire and Explosion Hazard.** Energy weapon use can result in a fire or explosion when flammable gases, fumes, vapors, liquids or materials are present. Use of an energy weapon in presence of fire or explosion hazard could increase the risk of death or serious injury. When practicable, avoid using an energy weapon in known flammable hazard conditions without justification.

- An energy weapon can ignite explosive or flammable materials, liquids, fumes, gases or vapors (e.g., gasoline, vapor or gas found in sewer lines or methamphetamine labs, butane-type lighters, flammable hair gels, some self-defense sprays, and alcohol-based hand sanitizer). Do not knowingly use an energy weapon in the presence of any explosive or flammable substance unless the situation justifies an increased risk.

### **WARNING**

**Muscle Contraction or Strain-Related Injury.** Energy weapons in probe-deployment mode can cause muscle contractions that may result in injury, including bone fractures.

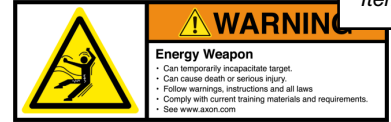
### **WARNING**

**Higher Risk Populations.** Energy weapon use on a pregnant, infirm, elderly, low body-mass index person or small child could increase the risk of death or serious injury. As with any force option, energy weapon use has not been scientifically tested on these populations. Use an energy weapon on such persons **only** if the situation justifies an increased risk.

- Energy weapons in probe-deployment mode can cause muscle contractions resulting in injuries similar to those from physical exertion, athletics or sports. Such injuries may include hernia rupture, dislocation, tear, or other injury to soft tissue, organ, muscle, tendon, ligament, cartilage, disc, nerve, bone or joint. Fractures to bone, including compression fracture to vertebrae, may occur.
- These injuries may be more serious and more likely to occur in people with pre-existing injuries, orthopedic hardware, conditions or special susceptibilities, including pregnancy, low bone density, spinal injury, or previous muscle, disc, ligament, joint, bone or tendon damage or surgery. Such injuries may also occur in drive-stun applications or when a person reacts to the energy weapon deployment by making a rapid or unexpected movement.



# TASER Handheld Energy Weapon Warnings, Instructions, and Information: Law Enforcement



Item #5.

## **WARNING**

**Physiologic and Metabolic Effects.** As with most force options, energy weapon exposure can cause physiologic and metabolic changes, stress, and pain. For some particularly susceptible individuals, the risk of death or serious injury may increase with one or more energy weapon exposures. When practicable, minimize repeated, continuous or simultaneous exposures without justification.

**Physiologic and Metabolic Changes.** Energy weapon use can cause physiologic or metabolic changes that may increase the risk of death or serious injury for some particularly susceptible individuals. These include changes in blood chemistry, blood pressure, respiration, heart rate and rhythm, and adrenaline and stress hormones, among others.

**Stress and Pain.** Energy weapon use, anticipation of use, or response to use can cause startle, panic, fear, anger, rage, temporary discomfort, pain or stress, which may increase the risk of death or serious injury for some particularly susceptible individuals.

**Particularly Susceptible Individuals.** Include those who are already physiologically or metabolically compromised due to heart disease, asthma or other pulmonary conditions, and people suffering from excited delirium, profound agitation, severe exhaustion, drug intoxication or chronic drug abuse, or over-exertion from physical struggle.

In human studies of electrical discharge from a single completed circuit of up to 15 seconds, the physiologic, metabolic, and stress hormone changes were comparable to or less than changes expected from physical exertion similar to struggling, resistance, fighting, fleeing, or from the application of some other force tools or techniques.

To reduce the risk from energy weapon exposure:

1. **Minimize the number and duration of energy weapon exposures.** Use the shortest duration of energy weapon exposure objectively reasonable to accomplish lawful objectives, and reassess the subject's behavior, reaction and resistance before initiating or continuing the exposure. If an energy weapon deployment is ineffective in achieving compliance, consider alternative control measures in conjunction with or separate from the energy weapon.
2. **Avoid simultaneous energy weapon exposures.** Do not knowingly use multiple energy weapons or multiple completed circuits at the same time without justification.
3. **Control and restrain immediately.** Begin control and restraint procedures, including during energy weapon exposure ("cuffing under power"), as soon as reasonably safe and practical.
4. **Avoid touching probes/wires during energy weapon discharge.** Controlling and restraining a subject during energy weapon exposure may put the energy weapon user and those assisting at risk of accidental or unintended shock. Avoid touching the probes and wires and the areas between the probes during the electrical discharge.

## **WARNING**

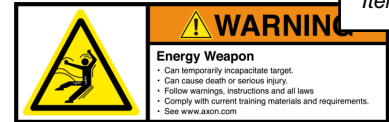
**Cardiac Capture.** Energy weapon exposure very near the heart has a low probability of inducing extra heart beats (cardiac capture). In rare circumstances, cardiac capture could lead to cardiac arrest. When practicable, avoid targeting the frontal chest area near the heart to reduce the risk of potential serious injury or death.

Cardiac capture may be more likely in children and thin adults because the heart is usually closer to the skin surface, and closer to the energy weapon probes if deployed near the heart (dart-to-heart distance). Serious complications could also arise in those with impaired heart function or with an implanted cardiac pacemaker or defibrillator.

To reduce the risk of injury:

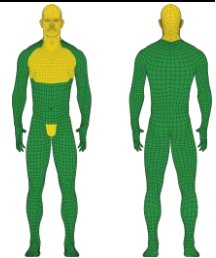


## TASER Handheld Energy Weapon Warnings, Instructions, and Information: Law Enforcement



Item #5.

1. **Use preferred target areas.** The preferred target areas (green) are below the neck area for back shots and the lower center mass (below chest) for front shots. The preferred target areas increase dart-to-heart distance and reduce cardiac risks. Back shots are preferable to front shots when practicable.
2. **Avoid sensitive areas.** When practicable, avoid intentionally targeting the energy weapon on sensitive areas of the body such as the face, eyes, head, throat, chest area (area of the heart), breast, groin, genitals or known pre-existing injury areas.



### SAFETY INFORMATION: ENERGY WEAPON EFFECTIVENESS

An energy weapon, like any force option, does not always function as intended and is not effective on every subject. As with any use of force, if a particular option is not effective, consider using other force options, disengaging, or using other alternatives per agency Guidance. **Always have a back-up plan.**

**WARNING** **Subject Not Incapacitated.** An ineffective energy weapon application could increase the risk of death or serious injury to the user, the subject or others. If an energy weapon does not operate as intended or if subject is not incapacitated, disengage and consider redeploying the energy weapon or using other force options in accordance with agency Guidance.

An energy weapon's effects may be limited by many factors, including absence of delivered electrical charge due to missed dart(s), clothing disconnect, intermittent connection, or wire breakage; probe locations or spread; subject's muscle mass; or movement. Some factors that may limit the ability to control a subject include:

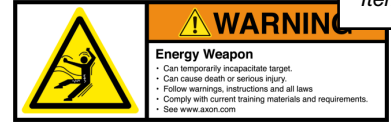
- **Subject may not be fully incapacitated.** Even though a subject may be affected by an energy weapon in one part of his body, the subject may maintain full muscle control of other portions of his body, particularly the hands and arms. Control and restrain a subject as soon as practicable and be prepared if the subject is not fully incapacitated.
- **Subject may recover immediately.** A subject receiving an energy weapon discharge may immediately regain physical or cognitive abilities upon cessation of the delivered energy weapon discharge. Control and restrain a subject as soon as practicable and be prepared if the subject immediately recovers.
- **Drive-stun mode is for pain compliance only.** The use of a handheld energy weapon in drive-stun mode is painful, but generally does not cause incapacitation. Drive-stun use may not be effective on emotionally disturbed persons, those under the influence of alcohol or drugs, or others who may not respond to pain due to a mind-body disconnect. Avoid using repeated drive-stuns on such individuals if compliance is not achieved.
- **Probes may deviate.** Energy weapons are not precision-aimed weapons. Probe discharge, flight trajectory and impact location can be affected by numerous factors, including cartridge or probe accuracy; failure of cartridge to properly deploy; strong air movements; user and subject movements; or probe striking subject, clothing or object with insufficient force or trajectory to penetrate or adhere to subject. Deviations can result in limited or lack of effectiveness.
- **Energy weapon or cartridge may fail to deploy or operate.** No weapon system, force option or energy weapon is always operational or effective. If an energy weapon, cartridge or accessory is inoperable or fails to function, consider reloading and redeploying, deploying a backup cartridge, using other force options, disengaging or using other alternatives per agency Guidance.

### SAFETY INFORMATION: INJURY OR INFECTION

An energy weapon may cause injury as a result of the probe or electrical discharge. The nature and severity of these effects depends on numerous factors including the area of exposure, method of application, individual susceptibility, and other circumstances surrounding energy weapon use, exposures and after care. Medical care may be required.



# TASER Handheld Energy Weapon Warnings, Instructions, and Information: Law Enforcement



Item #5.

**⚠️ WARNING** **Eye Injury Hazard.** A TASER probe, electrode, or electrical discharge that contacts or comes close to an eye can result in serious injury, including permanent vision loss. **DO NOT** intentionally aim an energy weapon, including the LASER, at the eye of a person or animal without justification.

**⚠️ LASER Light Hazard.** Energy weapons use LASER targeting aids. LASERS can cause serious eye injury, including permanent vision loss. **NEVER** aim a LASER at an aircraft or the operator of an aircraft or moving vehicle.

**⚠️ WARNING** **Probe or Electrode Injury, Puncture, Scarring or Infection Hazard.** Energy weapon use may cause a permanent mark, burn, scar, puncture or other skin or tissue damage. Infection could result in death or serious injury. Scarring risk may be increased when using an energy weapon in drive-stun mode. Increased skin irritation, abrasion, mark, burning or scarring may occur with an energy weapon with multiple cartridge bays when used in drive-stun or 3-point deployment modes.

**⚠️ WARNING** **Penetration Injury.** The TASER probe has a small dart point which may cause a penetration injury to a blood vessel or internal organ, including lung, bone or nerve. The probe or dart point (which may detach or break) can puncture or become embedded into a bone, organ or tissue, which may require immediate medical care, surgical removal, or may result in scarring, infection or other serious injury.

To reduce the risk of serious or permanent injury:

1. **Provide medical care as needed.** Injury due to penetration of a probe or dart point into a blood vessel, organ, nerve or bone may require medical care. A probe, dart point or barb embedded in a sensitive area such as the eye, genitals, breast, neck, throat or vascular structure may cause serious injury and require medical care. As with any injury of this type, infection or tetanus and resulting complications may occur. In accordance with your agency's Guidance, ensure access to medical care if needed.
2. **Follow agency Guidance for removing probes.** Probe removal may cause injury. Leaving a probe in the body may result in pain or injury. Follow your agency's Guidance and biohazard protocols for probe removal. In the case of embedment, organ or bone penetration, or probe, dart point, or barb detachment, immediate medical care and possible surgical removal may be required.
3. **Follow biohazard protocols.** Use appropriate biohazard protocols including isolation procedures and protective equipment (e.g., gloves, masks, and washing of hands and exposed areas as necessary). Follow your agency's Guidance and appropriate biohazard, waste and evidence protocols when dealing with biohazards.

## SAFETY INFORMATION: ENERGY WEAPON DEPLOYMENT AND USE

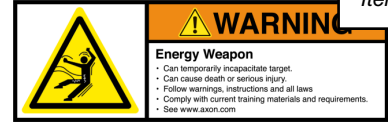
**⚠️ WARNING** Energy weapons and cartridges are weapons and, as with any weapon, require safe weapon-handling practices and secure storage. Follow practices herein and additional requirements in your agency's Guidance. Failure to follow these warnings may result in an increased risk of death or serious injury.

**⚠️ WARNING** **Confusing Handgun with energy weapon.** Confusing a handgun with an energy weapon could increase the risk of death or serious injury. Learn the differences in the physical feel and holstering characteristics between your energy weapon and your handgun to help reduce the risk of confusion. Axon recommends that the user carry an energy weapon on the opposite side of a handgun to reduce the risk of confusion. Always follow your agency's Guidance and training.

**⚠️ WARNING** **Trigger Hold-Back Model Differences.** If the trigger is held back, most energy weapons will continue to discharge until the trigger is released or the power source is expended. With an APPM installed, the X2 and X26P can be programmed to stop an energy weapon discharge at 5 seconds *even if the user continues to hold back the trigger*, requiring a deliberate action to re-energize the deployed cartridge. The TASER 7 and TASER 10 offer similar options incorporated into the device (independent of the battery pack).



## TASER Handheld Energy Weapon Warnings, Instructions, and Information: Law Enforcement



Item #5.

Know your model and how it works.

**WARNING** In stressful or noisy circumstances, the APPM, TASER 7 and TASER 10 audible warnings may not be heard.

**WARNING** **Difference in Models and Cartridge Angles.** Know the difference between each TASER energy weapon model and cartridge angles. The M26, X26E, and X26P cartridges have an 8-degree angle; the X2 Smart Cartridges have a 7-degree angle; the TASER 7 cartridges are available with a 3.5-degree (standoff) and 12-degree (close quarter) angle; and the TASER 10 deploys each cartridge individually with no pre-set angle. The recommended deployment distance will depend on the model and cartridge being used. Each user should be properly trained on each model and cartridge they may use in the field and know the required deployment distance necessary to achieve the recommended probe spread.

1. **Use properly.** Use an energy weapon only for its intended purpose, in legally justifiable situations, and in accordance with your agency's Guidance. Do not use for torture or other improper use.
2. **Store in a secure location.** Store energy weapons, cartridges, and accessories in secure locations inaccessible to children and other unauthorized persons to prevent inappropriate access or use.
3. **Use the safety switch.** Place the energy weapon safety switch in the down (SAFE) position when the energy weapon is not in use. Remember to place the energy weapon safety switch in the up (ARMED) position when you intend to use the energy weapon.
4. **Assume energy weapon is loaded.** Always assume that an energy weapon is loaded and capable of discharging. To help avoid an unexpected deployment or discharge, ensure that no live cartridge is in the energy weapon when inserting a battery pack, TASER CAM, or TASER CAM HD recorder, or while performing spark tests (except when function testing the X2, X3, TASER 7 or TASER 10), maintenance, data downloading or battery charging.
5. **Be aware of energy weapon trigger and arc button.** Keep your finger off the trigger and arc buttons until it is legally justifiable to use the energy weapon and you are ready to deploy or discharge.
6. **Know how the energy weapon works.** Significant differences exist between different TASER energy weapon models. Before handling or using any energy weapon, including a multi-shot energy weapon, understand the functioning and effects of that model.
7. **Be aware of X2 and X3 deployment mode.** Be aware of which deployment mode (manual or semi-automatic) is set on the X2 and X3 before use.
8. **Be Aware of X2 Static (Fixed) LASER Sight Mode.** The X2 has static dual LASERs. One LASER is intended to approximately align with the top dart and the other with the bottom dart, both of which are set-up for 15' (4.6 meters (m)) and 25' (7.62 m) cartridges at a 15' distance from the target. The trajectory of the 35' (10.7 m) long range cartridge will not line up with the bottom LASER when placed in the X2.
9. **Be Aware of TASER 7 Dynamic LASER Sighting.** The TASER 7 is equipped with three LASERs. One LASER is intended to approximately align with the top dart set-up at a 15' (4.6 meters (m)) distance from the target. The other two LASERs are active depending on the cartridge type loaded (3.5-degree or 12-degree), and are aligned with the approximate trajectory of the bottom probe.
10. **Use simulation (training) cartridges ONLY for training or practice. DO NOT** use an energy weapon loaded with a simulation training cartridge for field use or self-defense. Simulation cartridges are intended for practice only and will have no incapacitating effect on a subject. Simulation cartridges use non-conductive wires and will not transmit electrical pulses to the probes.

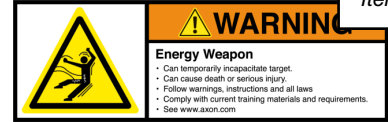
### SAFETY INFORMATION: OTHER HAZARDS

**WARNING** **Probe Recoil or Ricochet.** If your target is farther away than the length of the probe wire, or if one or more probes miss the target, the probe can recoil and bounce back to strike the user or a bystander,





# TASER Handheld Energy Weapon Warnings, Instructions, and Information: Law Enforcement



Item #5.

causing injury. Probe recoil is more likely with simulation cartridges because of the nylon probe wire used.

Always be sure your intended target is within range. Wear protective eyewear when deploying any energy weapon in training or for practice. Be sure practice targets have a firm backing that allows the probes to stick and not bounce off and strike an unintended person, animal, or object, or continue through the backing and strike objects behind the target.

**WARNING** **Untethered Discharged Probe.** A discharged probe that does not impact a subject or target may become untethered from the wire and travel a significant distance risking serious injury. Always be sure your intended target is within range.

## SAFETY INFORMATION: GENERAL PRECAUTIONS

**WARNING** **Unintentional Energy Weapon Deployment or Discharge Hazard.** Unintentional energy weapon activation, discharge or deployment could increase the risk of death or serious injury to the user, subject or others.

To reduce the risk of unintentional deployment or discharge:

1. **Avoid static electricity.** Keep cartridge away from sources of static electricity. Static electricity can cause an energy weapon to discharge unexpectedly, possibly resulting in serious injury. Carry the energy weapon in an approved holster to minimize static electricity and an unintentional discharge.
2. **Keep body parts away from front of energy weapon or cartridge.** Always keep your hands and body parts away from the front of the energy weapon and cartridge. If the energy weapon discharges or deploys unexpectedly, you could be injured.
3. **Avoid electronic equipment interference.** Electronic transmission equipment close to an energy weapon could interfere with the proper energy weapon operation and cause the energy weapon to deploy or discharge. Keep the energy weapon at least several inches away from other electronic equipment. Place the energy weapon safety switch in the down (SAFE) position whenever it is near electronic equipment, including transmitting radios and cell phones. Remember to place the energy weapon safety switch in the up (ARMED) position before use.
4. **Avoid dropping energy weapon or cartridge.** If an energy weapon or cartridge is dropped or damaged, it may unintentionally deploy or discharge, become inoperable, or fail to function making it unsafe for continued use. If an energy weapon or cartridge has been dropped or damaged, refer to the recommended procedures in the current version of the TASER Training materials.

## SAFETY INFORMATION: MAINTENANCE

**WARNING** Failure to maintain an energy weapon as instructed may cause the energy weapon to malfunction or fail to function optimally, which may increase the risk of death or serious injury. Follow recommended maintenance procedures.

To reduce these risks:

1. **Safely perform spark (function) test before each shift.** Testing helps confirm that the energy weapon is functioning properly. See the current version of the TASER Training materials and Product Manuals for further information on testing.
2. **Avoid using a damaged energy weapon or cartridge.** Do not use a cartridge with a missing blast door unless facing an immediate threat. Energy weapon repair or modification by an unauthorized person may cause the energy weapon to deploy, discharge or malfunction, will void the warranty, and may put the user or other person at risk of death or serious injury. Cartridges with blast doors that have been repaired should only be used for training and not for field use.



## TASER Handheld Energy Weapon Warnings, Instructions, and Information: Law Enforcement



Item #5.

3. **Update energy weapon software.** Some energy weapons have updateable software. Current energy weapon software may be obtained by contacting Axon's Customer Service Department or following instructions at [www.evidence.com](http://www.evidence.com) or [www.axon.com](http://www.axon.com).
4. **Use only Axon-approved components, batteries, accessories and cartridges.** The energy weapon is a sophisticated electronic system. For proper function, use only Axon-approved components, batteries, accessories and cartridges with your energy weapon. Use of anything other than Axon-approved components, batteries, accessories and cartridges will void the warranty, may cause malfunction, and may put the user or other person at an increased risk of death or serious injury.
5. **Avoid exposure to wet conditions.** If the energy weapon is drenched or immersed in water or other liquid, **DO NOT** use or attempt to use the energy weapon until completing the procedure recommended by the manufacturer.
6. **Keep the cartridge and cartridge contacts clean.** If the contacts on the cartridge or inside the cartridge bay are not kept clean the energy weapon may fail to properly deploy the cartridge.
7. **Know energy weapon and cartridge expected useful life.** Under normal storage, handling, and operating conditions, an energy weapon and cartridges have a 5-year expected useful life. Use or attempted use of an energy weapon or cartridge after its expected useful life may result in malfunctions and lack of effectiveness. Failure to properly care for and maintain an energy weapon or cartridge may substantially reduce or eliminate the expected useful life of the product.

### SAFETY INFORMATION: DISASSEMBLY AND DISPOSAL



#### WARNING

Do not disassemble. Refer to your agency's Guidance for proper handling and disposal.

# Axon Flex, Axon Flex 2, Axon Fleet, Axon Fleet 2, Axon Fleet 3, Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Dock, TASER Weapons Dock, and Axon Signal Vehicle Unit Warnings, Instructions & Information

This document presents important safety warnings, instructions, and information intended to minimize hazards associated with the use of Axon Enterprise, Inc.'s (Axon) camera systems. These instructions and warnings are for your protection as well as the safety of others. **Read the entire document before using any Axon system.**

These warnings and instructions are effective **April 12, 2023**, and supersede all prior revisions. The most current warnings are also available online at [www.axon.com](http://www.axon.com).

- 1. Read and obey.** Read, understand, and follow all current Axon system instructions, manuals, warnings, and relevant Axon training materials before using any Axon system. Failure to do so could increase the risk of serious injury, system malfunctions, or loss of data.
- 2. Obey applicable laws, regulations, and agency guidance.** Use the Axon systems only in accordance with applicable federal, state, and local laws and other regulations or legal requirements.

This document uses a signal word panel to mark specific warnings:

## **WARNING**

This signal word panel indicates a potentially hazardous situation which if not avoided could result in fire, electric shock, damage, system malfunctions, death, or personal injury.

## **CAUTION**

This signal word panel indicates a potentially hazardous situation which if not avoided or heeded could result in minor or moderate injury.

Warnings may be followed by instructions and information to help avoid the hazard and improve safety.

## **WARNING! POTENTIALLY EXPLOSIVE ENVIRONMENTS**

Failure to follow these safety instructions could result in fire, electric shock, damage, system malfunctions, death, or personal injury.

**Potentially explosive environments.** Electric energy in a potentially explosive area could cause an explosion or fire, resulting in serious injury or even death. Areas with a potentially explosive atmosphere are often, but not always, marked clearly. Potential areas may include: fueling areas (such as gas stations); below deck on boats; fuel or chemical transfer or storage facilities; vehicles using liquefied petroleum gas (such as propane or butane); areas where the air contains chemicals or particles (such as grain, dust, or metal powders); and any other area where you would normally be advised to turn off your vehicle engine. Axon cameras and Axon sensors contain wireless transmission technology that transfers radio frequencies over the air as a form of energy transfer. Wireless transmission has been deemed a risk factor in igniting an explosive environment. In situations where the Axon camera operator needs to enter a potentially explosive environment, Axon recommends that the user err on the side of caution and power off the device before entering the explosive environment. Axon cameras and sensors should be treated the same as a cellular telephone would be treated in this situation.

## **WARNING! NEODYMIUM RARE EARTH MAGNETS**

Failure to follow these safety instructions could result in fire, electric shock, damage, system malfunctions, death, or personal injury.



# Axon Flex, Axon Flex 2, Axon Fleet, Axon Fleet 2, Axon Fleet 3, Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Dock, TASER Weapons Dock, and Axon Signal Vehicle Unit Warnings, Instructions & Information

## **WARNING! NEODYMIUM RARE EARTH MAGNETS**

**Neodymium Magnets.** The Axon magnet mount contains a neodymium magnet which emits strong magnetic fields that can affect a pacemaker, ICD (implantable defibrillator), VNS (vagal nerve stimulator), and other implanted electrical medical devices. Many of these devices are made with a feature that deactivates it when in contact with a strong magnetic field. Therefore, care must be taken to avoid inadvertently deactivating such devices when in close proximity to the Axon magnet mount. **Persons with a pacemaker, ICD, VNS, or other implanted electrical medical device should not wear the Axon magnet mount.**

## **WARNING! WET ENVIRONMENTS**

Do not expose cables to moisture, snow, rain, or other liquids. Plugging the end of a wet cable into another component of an Axon system may result in fire, electrical short, electrical shock, or injury.

## **WARNING! AXON DOCK AND TASER WEAPONS DOCK USE**

Failure to follow these safety instructions could result in fire, electric shock, damage, system malfunctions, death, or personal injury.

**Electrical Warnings.** To reduce the risk of fire, electric shock, or injury to persons when using any Dock, follow basic precautions, including the following:

- Plug into a grounded 3-prong outlet and do not remove the ground prong.
- Verify the outlet is installed according to applicable local electrical codes.
- Do not use an adapter or an extension cord.
- Disconnect power and verify power disconnect before servicing.
- Keep away water, other liquids, corrosive substances, and flammable materials and vapors, such as gasoline. Keep away from sources of static electricity. Static electricity can cause damage to the Dock or cause it to malfunction.
- In the event of electrostatic discharge or intermittent power fluctuation, power will need to be cycled to the unit to regain full functionality.

## **CAUTION! AXON DOCK USE**

**Maintenance.** Failure to properly maintain the Dock may cause the system to malfunction or not operate optimally.

To reduce the risk of malfunction, including failure or loss of data:

**1. Anchoring and Installation.** Docks should be securely placed on a flat surface; when anchoring (for example, to the wall or other hard and stable surface) be sure to use appropriate hardware. The following are guidelines for installation:

- Comply with your local and other applicable building and electricity regulations and codes;
- Install in an area with redundant power and redundant HVAC;
- Install in an area with an ambient temperature between 41 °F to 80 °F (5 °C to 27 °C);
- Leave adequate space around all sides of the Dock for proper ventilation and maneuvering around it without people or items bumping it;
- Do not expose cords or wires which can be a tripping hazard; and
- If mounted to a wall, secure to wall studs or with drywall or concrete anchors, as applicable.

## Axon Flex, Axon Flex 2, Axon Fleet, Axon Fleet 2, Axon Fleet 3, Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Dock, TASER Weapons Dock, and Axon Signal Vehicle Unit Warnings, Instructions & Information

2. **Indoor use only.** The Dock is manufactured for indoor use only. Install the Dock indoors, away from excessive moisture, liquids, corrosive substances, or heat, dust, direct sunlight, water, or other negative environmental factors. In-car installations may expose the Dock to excessive heat.
3. **Avoid water, other liquids, and wet locations.** Do not install the Dock near or around liquids, water, or water pipes. Do not get the Dock wet. Do not plug a wet camera or cable into a Dock.



### **WARNING! AXON SYSTEM USE**

Failure to follow these safety instructions could result in fire, electric shock, damage, system malfunctions, death, or personal injury.

To prevent potential injuries or system malfunctions or compromise, take the following precautions:

1. **Handling the components.** Ensure proper connections between the Axon components (e.g., the Axon Body camera is correctly inserted into the Dock). Do not drop, crush, disassemble, deform, open, incinerate, or insert foreign objects into the Axon system components. Do not let cables lie on the floors of vehicles or buildings. Do not close a door on a cable.
2. **Do not use damaged cables.**
3. **Operate safely.** Be careful and attentive while using an Axon system, including while operating a vehicle, riding a bicycle, operating other conveyance, when dealing with potentially violent individuals, or handling a hazardous or potentially hazardous situation. If you use an Axon system while operating a conveyance, keep in mind the following guidelines:
  - Do not take notes, look up information, adjust the camera, or perform any other activities that require or distract your attention. Give full attention to driving or riding and to the road. Using a mobile device or mobile data terminal (MDT) while driving or riding may be distracting.
  - Get to know the Axon system and its features.
  - Position the Axon system's camera and activation buttons within easy reach.
4. **Navigate safely.** If your Axon system is paired or combined with a mobile phone or device or MDT and has applications that provide maps, digital compass headings, directions or location-based tracking or navigation assistance, these applications should only be used for basic navigation assistance and should not be relied on to determine precise locations, proximity, distance, or direction. Maps, digital compass, directions, and location-based applications provided by Axon depend on data collected and services provided by third parties. These data services are subject to change, may not be available in all geographic areas, or may not be accurate, resulting in maps, digital compass headings, directions, or location-based information that may be unavailable, inaccurate, or incomplete. Compare the information provided on the Axon system to your surroundings and defer to posted signs to resolve any discrepancies.
5. **Wire and mount safety.** If the system causes bodily discomfort discontinue use or find an alternative way to wear the equipment. Never wrap wires around your neck.
6. **Avoiding hearing damage.** Hearing damage, impairment, or loss may occur and may be permanent if an Axon Flex, or Axon Flex 2 camera is mounted near your head and used at high volume. Set the volume to a safe and comfortable level. Be advised that you can adapt over time to a higher volume of sound that may sound normal but can be damaging to your hearing.
7. **Choking hazards.** The Axon systems contain small parts, which may present a choking hazard. Keep the Axon systems and their accessories away from small children.
8. **Repetitive motion.** When you perform repetitive activities such as typing on a mobile phone or device, you may experience occasional discomfort, which may create injury, including permanent injury, in your hand, wrist, arm, shoulder, neck, or other part of your body. Take frequent breaks and if you have discomfort during or after use, stop use and see a physician.

## Axon Flex, Axon Flex 2, Axon Fleet, Axon Fleet 2, Axon Fleet 3, Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Dock, TASER Weapons Dock, and Axon Signal Vehicle Unit Warnings, Instructions & Information

9. **Use only Axon-approved components, batteries, and accessories.** Only Axon-approved components, batteries, and accessories are to be used with the systems. Damage caused by the use of anything other than Axon-approved components, batteries, or accessories will void the warranty. Non-Axon-approved components may cause malfunction and may put the user or other person at risk of injury.



### **WARNING! AXON FLEET 3 FRONT CAMERA**

Axon Fleet 3 cameras may become very hot during operation, especially when exposed to increased ambient temperatures. Use caution when touching the surface of the camera to avoid the risk of burn injury.



### **WARNING! BATTERIES**

Failure to follow these safety instructions could result in fire, electric shock, damage, system malfunctions, death, or personal injury.

Damage to or improper handling of batteries could result in fire, electric shock, damage, system malfunctions, loss of data, or personal injury.

To prevent potential injuries, leaking, overheating or explosion of batteries, take the following precautions:

1. **Do not replace the batteries in the Axon Flex system, Axon Flex 2 system, Axon Body camera, Axon Body 3, camera, Axon Body 4 camera, or Axon Fleet power unit.** The batteries in the Axon Flex system, Axon Flex 2 system, Axon Body camera, and Axon Fleet power unit are not designed to be replaced. DO NOT attempt to replace these batteries. The Axon Body 2 camera batteries are replaceable only with Axon-approved batteries.
2. **Avoid extreme temperatures.** Do not expose the battery to excessive heat, cold, water, other liquids, or corrosive substances. Do not use or leave the batteries for on-officer cameras near a heat source or at a very high temperature (for example, fire, heater, in strong direct sunlight, or in a vehicle in extremely hot weather). Otherwise, the battery may overheat, cause a fire, or its performance will be degenerated and its service life will be shortened. The battery in the Axon Fleet power unit is designed to be installed in the passenger compartment of a vehicle. Do not install the Axon Fleet power unit in the engine compartment, on the exterior of a vehicle, or in any location that will continually expose it to direct sunlight, water, other liquids, or corrosive substances.
3. **Avoid static electricity.** Keep the battery away from sources of static electricity. Static electricity can cause damage to the battery, which could result in serious injury.
4. **Recharging.** When recharging Axon equipment, use the Dock or Axon-approved power source specifically for that purpose. Do not reverse the positive (+) and negative (–) terminals. Do not connect the battery to an electrical outlet without using an Axon-approved adapter. The Axon Fleet power unit is designed to be recharged when the vehicle's engine is running. Do not attempt to recharge the Axon Fleet power unit by other means.
5. **Handling.** Ensure proper connections between the Axon equipment when charging or docking an Axon component. To avoid risk of fire, burns, or damage to your battery pack, do not: allow a metal object to touch the battery contacts; strike or throw the battery; directly solder the battery or pierce the battery with a nail or other sharp object; disassemble, short circuit, or heat batteries; or put batteries in a fire. Doing so may cause battery explosion, battery leakage, system damage, injury, or fire.

## Axon Flex, Axon Flex 2, Axon Fleet, Axon Fleet 2, Axon Fleet 3, Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Dock, TASER Weapons Dock, and Axon Signal Vehicle Unit Warnings, Instructions & Information

6. **Abnormal appearance.** If the battery gives off an odor, generates heat, becomes discolored or deformed, or in any way appears abnormal during use, recharging or storage, immediately place the Axon component with the battery in a contained vessel such as a metal box.
7. **Avoid battery acid contact with skin or eyes.** In case the battery acid gets into the eyes due to the leakage of battery, do not rub the eyes. Rinse the eyes with clean running water, and immediately seek medical attention. Battery acid's contact with the eyes or skin could cause serious injury, including a loss of eyesight.
8. **Disposal.** Dispose of any battery properly; contact your local waste disposal provider regarding local restrictions on the disposal or recycling of batteries. Do not dispose of the battery in fire or heat; the battery may explode if placed in the fire. Do not dispose of the battery in water.



### **WARNING! VEHICLE INSTALLATIONS**

Failure to follow these safety instructions could result in damage, system malfunctions, death, or personal injury.

To prevent potential injuries or system malfunctions, take the following precautions:

1. **Anchoring and Installation.** If the Axon system is installed in the cab of the vehicle (in a location other than under the center console), it should be permanently mounted to avoid injury. Do not install an Axon system anywhere that will interfere with airbag deployment.
2. **Avoid extreme temperatures.** Do not expose the Axon system to excessive heat, cold, water, other liquids, or corrosive substances. Do not install the Axon system in the engine compartment, on the exterior of a vehicle, or in any location that will continually expose it to direct sunlight, water, other liquids, or corrosive substances.
3. **Axon Dock in-Vehicle Caution.** Installing an Axon Dock in a vehicle may expose the Dock to excessive temperatures. In-vehicle temperatures may exceed the threshold for recharging an Axon device in the Dock.



### **WARNING! DISASSEMBLY AND DISPOSAL**

Do not disassemble. Refer to your agency's Guidance for proper handling and disposal.



### **CAUTION! LOSS OF DATA**

**Read and obey.** Always follow all current instructions, warnings, and Axon training materials to minimize risks and the loss of data.

**Properly Maintain the System.** Failure to maintain or use the Axon system or Axon Dock ("Dock") as instructed may cause the system to malfunction or fail to function properly or optimally. Recorded content in memory may be compromised, destroyed, or erased by operating mistakes, system or unit malfunction, or during repair work. Back up and save important content as necessary, after each shift, and before returning the unit for repair work.

**Installation and Update of Software.** Install the Evidence Sync software on the appropriate computer before attempting to transfer files from an Axon camera to a computer or Axon Evidence (Evidence.com) services. Ensure the most recent software and firmware are installed on the system components.

# Axon Flex, Axon Flex 2, Axon Fleet, Axon Fleet 2, Axon Fleet 3, Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Dock, TASER Weapons Dock, and Axon Signal Vehicle Unit Warnings, Instructions & Information



## CAUTION! MAINTENANCE

Failure to properly maintain or use the Axon system may cause the system to malfunction or fail to function properly or optimally, including failure to capture data and corruption or loss of data.

To reduce the risk of malfunction, including failure, corruption or loss of data:

1. **Charging the battery.** The Axon system batteries must be charged prior to use. Only use the approved Axon chargers, charging cables, or Dock units. Be aware that a battery can fail to function, fail to charge, fail to maintain a charge, or deteriorate over time.
2. **Regularly update firmware and software.** The Axon systems have the capability for firmware and software updating through the Axon Evidence services or Evidence Sync software. It is important to acquire, update, and maintain the latest software update. Current software may be obtained from Axon Evidence.
3. **Storage.** Do not store the Axon system or its accessories in the following locations or under the following conditions:
  - Anywhere extremely hot, cold, or humid:
    - Axon on-officer cameras are not intended to be operated in temperatures above 122 °F (50 °C) or below -4 °F (-20 °C).
    - Axon on-officer cameras should not be stored in environments where the temperature is likely to exceed 95 °F (35 °C) (such as under direct sunlight, near heaters, or in a vehicle in extremely hot weather) or exposed to temperatures below -4 °F (-20 °C).
    - Axon systems for automotive applications are rated for different temperatures. See the appropriate specification sheet.
  - With the battery completely drained.
  - Near strong magnetic fields or mechanical vibrations.
  - All devices should be turned off before being placed in storage.
4. **Exposure to Magnets or Magnetic Fields.** Do not use the Axon system in close proximity to unauthorized magnets or magnetic fields, which may cause the Axon system to unintentionally turn the camera on or off.
5. **Avoid Exposure to Wet Conditions.** If a system component (including a camera or controller) is drenched or immersed in water, seawater, or other liquid, DO NOT use the component. Do not attempt to dry the Axon component with an external heat source, such as a microwave oven or hair dryer. Do not plug a wet cable into a camera or charger. Do not put a wet camera into a Dock. Do not use a wet Dock. An Axon component that has been damaged as a result of exposure to liquids is not serviceable.
6. **Repairing or Modifying.** Never attempt to repair or modify the Axon system yourself except as specifically outlined in the model specific operating instructions. Service should only be provided by Axon or an authorized service provider. Disassembling the Axon system may cause damage that is not covered under the product warranty. For service information, go to: [www.axon.com](http://www.axon.com).



## CAUTION! RADIO WAVES



**Radio Waves.** Changes or modifications not expressly approved in writing by the manufacturer could void the user's authority to operate the equipment.

## **Axon Flex, Axon Flex 2, Axon Fleet, Axon Fleet 2, Axon Fleet 3, Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Dock, TASER Weapons Dock, and Axon Signal Vehicle Unit Warnings, Instructions & Information**

The Axon system contains a radio transmitter and receiver. It is designed and manufactured not to exceed the emission limits for exposure to radio frequency (RF) energy set by the Federal Communications Commission (FCC) of the U.S. Government, Industry Canada (IC), and the recommendations of the Council of the European Union (EU).

The FCC limits are part of comprehensive guidelines and establish permitted levels of RF energy for the general population. The FCC guidelines are based on standards that were developed by independent scientific organizations through periodic and thorough evaluation of scientific studies. The standards include a substantial safety margin designed to ensure the safety of all persons, regardless of age and health. Before a device model is available for sale to the public, it must be tested and certified to the FCC that it does not exceed the limit established by the government-adopted requirement for safe exposure.

The Axon systems have been tested and found to comply with the limits for Class A (Axon Docks) and Class B (Axon body worn cameras) digital devices, pursuant to part 15 of the FCC Rules. Axon Docks are recommended for commercial and industrial installations. Axon body worn cameras are designed to provide reasonable protections against harmful interference in a residential environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Contact Axon's Customer Service Department for help.

**FCC/IC NOTICE:** The Axon systems meet the body worn human exposure limits found in OET Bulletin 65, 2001, and ANSI/IEEE C95.1, 1992. Proper operation of this radio according to the product instructions will result in exposure substantially below the FCC's recommended limits. To comply with the FCC and ANSI C95.1 RF exposure limits, these devices have been tested for compliance with FCC RF Exposure limits in the typical configuration. The radiated output power of these wireless devices are far below the FCC radio frequency exposure limits.

Axon systems comply with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) the device may not cause harmful interference, and (2) the device must accept any interference received, including interference that may cause undesired operation.

**NOTE:** Unauthorized modifications could void the warranty and the user's authority to operate the equipment.

Axon systems comply with Industry Canada licence-exempt RSS standard(s). Operation is subject to the following two conditions: (1) the device may not cause interference, and (2) the device must accept any interference, including interference that may cause undesired operation of the device.

Axon systèmes est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

### **Section 8.4 of RSS-GEN**

## **Axon Flex, Axon Flex 2, Axon Fleet, Axon Fleet 2, Axon Fleet 3, Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Dock, TASER Weapons Dock, and Axon Signal Vehicle Unit Warnings, Instructions & Information**

Item #5.

Axon systems comply with Industry Canada License-exempt RSS standard(s). Operation is subject to the following two conditions: 1) the device may not cause interference, and 2) the device must accept any interference, including interference that may cause undesired operation of the device.

Axon systems est conforme aux normes d'exemption de licence RSS d'Industrie Canada. Son utilisation est soumise aux conditions suivantes : 1) cet appareil ne doit pas causer de brouillage, et 2) doit accepter tout brouillage, y compris le brouillage pouvant entraîner un fonctionnement indésirable.

### **Section 8.3 of RSS-GEN**

Under Industry Canada regulations, radio transmitters may only operate using an antenna of a type and maximum (or lesser) gain approved for the transmitter by Industry Canada. To reduce potential radio interference to other users, the antenna type and its gain should be so chosen that the equivalent isotropically radiated power (e.i.r.p.) is not more than that necessary for successful communication.

Conformément à la réglementation d'Industrie Canada, émetteur radio ne peut fonctionner qu'au moyen d'une antenne d'un seul type et d'un gain maximal (ou inférieur) approuvé pour l'émetteur par Industrie Canada. Dans le but de réduire les risques de brouillage radioélectrique pour les autres utilisateurs, il faut choisir le type d'antenne et son gain de sorte que la puissance isotrope rayonnée équivalente (p.i.r.e.) ne dépasse pas celle requise pour établir une communication satisfaisante.

### **AXON SYSTEMS MEET THE GOVERNMENT'S REQUIREMENTS FOR EXPOSURE TO RADIO WAVES.**

▲, ▲ AXON AXON, Axon, Axon Body, Axon Evidence, Axon Fleet, Axon Flex, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2023 Axon Enterprise, Inc.



**File Attachments for Item:**

**6. Council Discussion and Approval of a Fee Waiver for the Use of Starr Park Amphitheater –  
Recreation and Leisure Services**

**Background/History:**

The 3rd annual “Jam for Peace” festival is looking to return to the City of Forest Park on Saturday May 10th. This event will feature performances by local artists, church and school choirs. This event will also provide the community with an educational, job and health fair.



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** **Fee Waiver for use of Starr Park Amphitheater.** – Recreation and Leisure Services

**Submitted By:** Tarik Maxwell

**Date Submitted:** 4/14/25

**Work Session Date:** 4/21/25

**Council Meeting Date:** 4/21/25

### Background/History:

The 3<sup>rd</sup> annual “Jam for Peace” festival is looking to return to the City of Forest Park on Saturday May 10<sup>th</sup>. This event will feature performances by local artists, church and school choirs. This event will also provide the community with an educational, job and health fair.

**Cost:** \$ No cost to the city

**Budgeted for:** \_\_\_\_\_ Yes \_\_\_\_\_ No

### **Financial Impact:**

No revenue will be generated from this program

### **Action Requested from Council:**

We are asking for the council’s approval to allow the Legendary Wigo Radio Station to use the amphitheater at no cost.

## CITY OF FOREST PARK INTERDEPARTMENTAL FACILITY REQUEST FORM

## FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE FORM

<b>Space Requested:</b> <input type="checkbox"/> Gymnasium <input type="checkbox"/> 696 Main St. <input type="checkbox"/> Senior Center <input type="checkbox"/> Pavilion: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> Amphitheater <input type="checkbox"/> Football Stadium <input type="checkbox"/> Baseball Fields	<b>Time to Enter:</b> 8:00 AM  <b>Day of the Week</b> <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/> T <input checked="" type="checkbox"/> S <input type="checkbox"/> W <input type="checkbox"/> Su <input type="checkbox"/> Th	<b>Time to Leave:</b> 6:00 PM  <b>Date(s) of Use Requested:</b> MAY 10, 2025  <b>Admission/Participation Charged?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Name of Individual or Department Reserving the Space:</b>  JAY FRANCIS SPRINGS Contact Person Name 404-904-2041 Telephone Number Email: jfsradio@bellsouth.net		<b>Description of Event:</b> JAM FOR PEACE MUSIC, DANCE, SPOKEN WORD AND VENDORS

I DO HEREBY AGREEE THAT I WILL BE RESPONSIBLE FOR THE PROPER USE OF THE FACILITIES INDICATED ABOVE AND AS OUTLINED IN THE \*TERMS/CONDITIONS FOR THE USE OF FOREST PARK FACILITIES. I HAVE ENCLOSED A CERTIFICATE OF INSURANCE AS OUTLINED BELOW.

3/26/2025

Date

JAY FRANCIS SPRINGS

Signature of Department Head

\*\*\*DO NOT SIGN BELOW THIS LINE FOR FPRLS EXECUTIVE STAFF ONLY\*\*\*

Director of Recreation Signature: \_\_\_\_\_

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

City Manager Signature: \_\_\_\_\_

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

Application Approved ☐ Yes ☐ No

**File Attachments for Item:**

**7. Council Discussion and Approval of a Fee Waiver for the Use of 696 Main Street – Recreation and Leisure Services**

**Background/History:**

The Clayton County Department of Children Services is looking to use 696 Main Street on the 22nd of May for their Employee Appreciation Day. The event will take place on a Thursday between 10am – 4pm.

**CITY OF FOREST PARK INTERDEPARTMENTAL FACILITY REQUEST FORM**  
**FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE FORM**

<b>Space Requested:</b> <input type="checkbox"/> Gymnasium <input checked="" type="checkbox"/> 696 Main St. <input type="checkbox"/> Senior Center <input type="checkbox"/> Pavilion: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3  <input type="checkbox"/> Amphitheater <input type="checkbox"/> Football Stadium <input type="checkbox"/> Baseball Fields	<b>Time to Enter:</b> <u>10:00</u>  <b>Day of the Week</b> <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/> T <input type="checkbox"/> S <input type="checkbox"/> W <input type="checkbox"/> Su <input checked="" type="checkbox"/> Th	<b>Time to Leave:</b> <u>3:30</u>  <b>Admission/Participation Charged?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Date(s) of Use Requested:</b> <u>Employee Appreciation Day 5/22/25</u>  <b>Description of Event:</b> <u>Team Building &amp; Retention</u> <hr/> <hr/> <hr/> <hr/> <hr/>
<b>Name of Individual or Department Reserving the Space:</b> <u>Clayton County DFCS</u> <u>Gayle Carter</u> <u>470-316-0999</u> Contact Person Name                      Telephone Number  Email: <u>gayle.carter@dhs.ga.gov</u>			

I DO HEREBY AGREE THAT I WILL BE RESPONSIBLE FOR THE PROPER USE OF THE FACILITIES INDICATED ABOVE AND AS OUTLINED IN THE \*TERMS/CONDITIONS FOR THE USE OF FOREST PARK FACILITIES. I HAVE ENCLOSED A CERTIFICATE OF INSURANCE AS OUTLINED BELOW.

03/27/2025

Date

Signature of Department Head

*Kimberly Scot Deputy Director*

\*\*\*DO NOT SIGN BELOW THIS LINE FOR FPRLS EXECUTIVE STAFF ONLY\*\*\*

Director of Recreation Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

 Application Approved   ☐ Yes   ☐ No

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** **Fee waiver for use of 696 Main Street.** – Recreation and Leisure Services

**Submitted By:** Tarik Maxwell

**Date Submitted:** 4/14/25

**Work Session Date:** 4/21/25

**Council Meeting Date:** 4/21/25

### Background/History:

The Clayton County Department of Children Services is looking to use 696 Main Street on the 22<sup>nd</sup> of May for their Employee Appreciation Day. The event will take place on a Thursday between 10am – 4pm.

**Cost:** \$ No cost to the city

**Budgeted for:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

### **Financial Impact:**

No revenue will be generated from this program

### **Action Requested from Council:**

We are asking for councils' approval to allow the Clayton County DFCS to use 696 at no cost.