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COMPTON CITY COUNCIL AGENDA

05/12/2026

4:30 PM – CLOSED SESSION

5:30 PM – PUBLIC MEETING

**205 S. WILLOWBROOK AVE
COMPTON, CA 90220**

OPENING

ROLL CALL

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS ON CLOSED SESSION

CLOSED SESSION

1. Conference with Legal Counsel - Anticipated Litigation
Pursuant to Government Code Section 54956.9(e)(1)
significant exposure to litigation against the City in one case
2. Conference with Legal Counsel - Anticipated Litigation
Pursuant to Government Code Section 54956.9(d)(4): One Case
3. Conference with Legal Counsel - Anticipated Litigation
Pursuant to Government Code Section 54956.9(e)(1) : One Case

4. PUBLIC EMPLOYMENT
Pursuant to Government Code Section 54957(b)(1)
Title: City Manager
5. PUBLIC EMPLOYMENT
Pursuant to Government Code Section 54957(b)(1)
Title: City Attorney
6. Conference with Legal Counsel – Existing Litigation
Cynthia Zavala vs City of Compton
LASC Case No. 26STCV07244
Pursuant to Government Code Section 54956.9(e)(1) or (d)(2) and (e)(1)
7. Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code section 54956.9(c) and (d)(1)
LASC Case No. 23CMCV00149

REPORT OUT OF CLOSED SESSION

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

Consent items are routine and expected to be non-controversial. They will be acted upon by the Council at one time without discussion unless a Council Member requests an item be removed or discussed.

APPROVAL OF MINUTES

8. DECEMBER 9, 2025

CITY TREASURER

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
UPDATING THE CITY OF COMPTON INVESTMENT POLICY

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

10. REMOVAL OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND
COMMITTEES

CITY MANAGER'S REPORT

11. A REQUEST TO SCHEDULE A PUBLIC HEARING, WORKSHOP AND
COMMUNITY MEETINGS - 2026-2027 BUDGET

12. A REQUEST TO SCHEDULE A PUBLIC HEARING - HUD-MANDATED 2026-2027 ANNUAL ACTION PLAN - JUNE 9, 2026 @5:45 PM

NEW BUSINESS

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2025-2026 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) COMMUNITY CLEANUP AND EMPLOYMENT PATHWAY GRANT (\$200,000)
14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ESTABLISH A PURCHASE ORDER WITH HORIZONS CONSTRUCTION CO., INT'L. INC. TO PERFORM ASPHALT PAVEMENT REHABILITATION AT VARIOUS LOCATIONS IN AN AMOUNT NOT TO EXCEED THREE HUNDRED NINE THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS AND TWENTY-SEVEN CENTS (\$309,495.27)
15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT AND ISSUE A PURCHASE ORDER TO EMS MANAGEMENT AND CONSULTANTS INC. TO PROVIDE AMBULANCE AND FIRST RESPONDER FEE BILLING SERVICES TO THE CITY OF COMPTON FIRE DEPARTMENT (\$930,000.00)
16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO AXON ENTERPRISE INC. FOR THE PURCHASE OF TASER-10 ENERGY DEVICES WITH VIRTUAL REALITY (VR) CERTIFICATION AND TRAINING IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FORTY-NINE THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS AND FIFTY-TWO CENTS (\$249,139.52)
17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND TO ESTABLISH A PURCHASE ORDER FOR PACIFIC HAULING AND CONSTRUCTION FOR DIRT REMOVAL AND DUMPING SERVICES ON SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON (\$67,500.00)
18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A COST SHARING AGREEMENT WITH THE CITY OF CARSON FOR STREET IMPROVEMENTS ON CENTRAL AVENUE BETWEEN WEST CALDWELL STREET AND KONA DRIVE IN THE AMOUNT OF \$874,908.13

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 5/19/2026 5:30 PM

Visit our website at <http://www.comptoncity.org>

Visit our Youtube at <https://www.youtube.com/@comptoncityhall>

December 9, 2025

The Compton City Council meeting was called to order at 4:33pm by Mayor Emma Sharif in the Dollarhide Community Center. The Moment of Silence and Pledge of Allegiance Ceremonies were also led by Mayor Emma Sharif.

ROLL CALL

Council Members Present: D. Duhart, J. Bowers, Mayor E. Sharif

Council Members Absent: A. Spicer, L. Darden

Other Officials Present: S. Zurita, W. Hopkins, Jr.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

NONE

On Motion by Duhart, seconded by Bowers, the meeting was recessed to Closed Session at 4:34pm by the following vote on roll call:

AYES: Councilmembers – Duhart, Bowers, Mayor E. Sharif

NOES: Councilmembers – None

ABSENT: Councilmembers – Spicer, Darden

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6

Agency Designated Representative Willie A. Hopkins, Jr., City Manager

Employee Organizations:

1. International Association of Fire Fighters (AFF) Local 2216
2. American Federation of State, County and Municipal Employees (AFSCME) Local 2325
3. AFSCME Local 3947
4. Service Employees International Union (SEIU) Local 721

On Motion by Duhart, seconded by Darden, the meeting was Reconvened at 5:30 p.m. by the following vote on roll call:

AYES: Councilmembers – Duhart, Spicer, Bowers, Darden, Mayor E. Sharif

NOES: Councilmembers – None

ABSENT: Councilmembers – None

REPORT OUT OF CLOSED SESSION

Mayor Sharif reported that the City Council met in Closed Session for a Conference with Labor Negotiator pursuant to Government Code Section 54957.6. The Agency Designated Representative was Willie A. Hopkins, Jr., City Manager, regarding the above-listed employee organizations. No reportable action was taken.

INTRODUCTION OF SPECIAL GUESTS

2. COMPTON NEIGHBORHOOD HOUSING SERVICES EMS GRADUATING CLASS –
Councilmember Deidre Duhart

Councilmember Duhart, Mayor and Council asked Kimberly Wood and all of the graduating class of the EMS to come forward. She announced that the class started in July, 2025. They started off with twenty-one or twenty-two students and there were twelve graduating. They presented a Certificate of Recognition to each of the graduates. She extended their heartfelt Congratulations. The students that received awards were Brandon Burke, Davontre Henderson, Briana Johnson, Corina Ochoa, Rico Robinson, Zoey Parks Rodriguez, Jeremiah Moore Ryan and Janaya Wright.

Mayor Sharif, Councilmember Spicer, Councilmember Bowers and Councilmember Darden, congratulated the graduates personally.

Councilmember Duhart recognized the instructors of the program and thanked them for dedicating their time and service for training the young people.

Kimberly Wood accepted an Outstanding Community Service Award on behalf of Laurie Gay, President and CEO of Compton Neighborhood Housing Services EMS. She congratulated the students informing them she was excited about the next part of their journey.

Councilmember Duhart had family members in the audience join them for the photo.

PRESENTATIONS

3. RISK MANAGEMENT AND LEGAL REVIEW – JANENE MCINTYRE

Charter Mandated Duties

City Attorney – Compton City Charter Section 702

The City Attorney is an elective officer of the city and is required to:

- Represent and advise the City Council and all city officers
- Represent and appear for the city and its officers or employees in all legal proceedings, but the City Council shall have control of all legal business and proceedings and may employ other attorneys to take charge of any litigation or matter or to assist the City Attorney there
- Attend all regular meetings of the City Council and provide written legal advice
- Approve the form of bonds and contracts in writing
- Prepare or review all ordinances and resolutions
- Prosecute Charter and municipal ordinance violations
- Devote full time during business hours to the duties of the office
- Surrender to his successor all books, papers, files, and documents pertaining to the city's affairs.

Focus Areas

- I. Contracts
- II. Claims
- III. Litigation
- IV. Settlements
- V. Legal Exposure
- VI. Risk Management
- VII. Mitigating Actions

Contracts per Fiscal year

Total annual contract activity over the fiscal years, providing insights into workload evolution, emerging patterns in demand, and any significant changes in contract volume (FY2016-FY2025) (Provided graph for years 2015-2025)

Requesting Department Distribution

Requester Activity Across all Fiscal Years FY2016-FY2025

Grouping low-volume requesters for clarity (Provided a graph with percentages of the different departments)

Contracts – Legal Reviewer

Number of Contracts Executed by CAO Per Fiscal Year FY2016-FY2025

- Reveals workload distribution
- Authorization patterns
- Highlights high-volume signers. (Provided graph for years 2015-2025)

Claims – Presentation Requirement

**Compton City Charter
Section 1416**

- Requires that all monetary claims or demands against the city be formally presented to the city before payment or further action

Section 1418 – Actions Against City

- Lawsuits cannot be filed against the city unless claims have been submitted under section 1416 and processed according to law

California Government Claims Act

- Gov. Code section 905 – Claims for money or damages must be presented
- Gov. Code section 945.4 – No suit may be filed until a claim is presented and rejected

Claims by Status (FY24-FY25)

The City Received 326 Liability Claims FY2024-FY2025

Total Settlement Payout: \$61,379.28

Settlements: 61

Rejections: 265

Total Lawsuit Filings by Fiscal year FY2016-FY2025

(Provided graph for 2016-2024 Number of Cases)

Major Categories by Fiscal Year

Major Litigation Categories between FY2016-FY2025 (Provided graph for 2016-2025 Number of Cases)

Employment

Property

Small Claims

Tort/Personal Injury

Other

City’s Role in Litigation

Filings by Fiscal Year and Party Role FY2016-FY2025 (Provided graph for 2016-2024 Number of Cases)

Defendant

Other/Unspecified

Plaintiff

Defaults

Defaults-Related Filings by Fiscal Year – Reflecting zero defaults between FY 2016-FY2025

(Provided graph for 2016-2025 Number of Defaults)

Active Litigation Portfolio FY25

- **Caseload concentrates in Tort/Personal Injury (53.8%);** primarily roadway conditions, accidents, and premises hazards
- **Employment claims (15.4%);** with lower-volume Contract and Property matters
- Risk originates from Public Safety, Public Works, and HR operations (Provided graph with percentages)

Annual Settlement Totals FY2016-FY2026 (Provided graph with Total Dollars (\$))

Annual Settlement Count FY2016-FY2026 (Provided graph with Number of Settlements)

Legal Expenses – Object Code

- Object 4261 consistently accounts for over 90% of all legal spending
- Object 4262 contributes minimally and has decreased in recent years
- Object 4266 grows significantly in FY2025, suggesting new cost categories or expanded services contributes meaningfully to the FY2025 total, indicating a shifting cost structure (Provided graph for FY2016-FY2025)

Legal Expenses – Totals per FY2016-FY2025 (Provided graphs Expenses)

Liability Payments – Totals per FY2016-FY2025

Liability Payments Totaled Approximately \$32,404,001 (Provided graph)

Liability Payments by Payment Type

- Across the ten-year period, most payments fall into two categories: **Legal Expenses** and **Loss**
- Together, these account for the bulk of total liability payouts, indicating that both direct loss payments to claimants and related legal costs drive the City's liability expenditures

Liability Payments (4295) by Payment Type – FY26-FY25 Total

- Legal Expenses
- Loss
- Combined
- Bodily Injury
- Miscellaneous Expenses
- Property Damage
- Loss (Salary-1099)
- Investigation Fees (LI)
- Expert Witness Fee
- Reinsurance Recovery

(Provided graph Total Payments, Payment Type)

Deficiency by Category

Deficiency %

- Documentation
- Liability
- Damage Evaluation
- Litigation Management
- PRISM Reporting
- Supervision
- Reserves Subrogation

(Provided graph)

Mitigating Actions by City Council

Section 601: All powers of the City shall be vested in the City Council, subject to the provisions of this Charter and to the Constitution of the State of California. It shall be the duty of the City Council to enforce the provisions of the Charter.

Section 702(b): Represent and appear for the city and its officers or employees in all legal proceedings, BUT the City Council shall have control of all legal business and proceedings and may employ other attorneys to take charge of any litigation matter or to assist the City Attorney therein.

Mitigating Actions by the MLDC

- Legislative Review and Prosecution Renewal
- Fiscal Oversight and Reporting
- Governance and Transparency
- Litigation and Claims Oversight
- Contract Review Compliance

Ms. McIntyre gave honor to the City Manager, City Controller and City Clerk's offices. She stated she is not from Compton, but she holds the city up in high regard.

Councilmember Spicer thanked her for informing them concerning the city's legal affairs. He asked how they default, what happens when they default and the status of the defaults.

Ms. McIntyre informed him that the default speaks to a litigated claim or lawsuit that was properly served on the city and there's timelines in which the city has to respond, file an answer. If they fail to respond it may go into a default status. It may be deemed a default, however there is a window in which the city can file a motion to get the default set aside. She can't tell him why they defaulted

because she wasn't there but since she had been there the defaults that recently came to their attention, they immediately filed a Motion to Set Aside. Of the four, two have been set aside, one was dismissed and the other one a motion will be filed soon.

Councilmember Spicer asked if she drives them in settlements.

Ms. McIntyre indicated that there are a lot of things. She went back through her presentation to explain the settlements to Councilmember Spicer. She informed him that settlements are not always a bad thing. It's an opportunity for the decision maker to decide. It's a cost benefit analysis that has to be done.

Councilmember Spicer asked what they can do to help the legal department.

Ms. McIntyre responded, continue asking her questions, continue to hold her accountable. They are looking into a lot of other things using technology. She is not an advocate of hiring consultants or people unnecessarily. She is much more confident today than she was a few months ago that they are headed in the right direction because now they know where they are. She developed guidelines for outside counsel.

Councilmember Bowers noted that it was a pretty extensive presentation, however he feels she is a little soft on what's really going on in the City Attorney's office. It wasn't him; their requests for information were often outright denied. Concerning the liability payments, on one page it says the total is approximately \$32,000,000 from 2016 to 2025 but on the other page it says from 2024 to 2025 liability claims payout were 61,000,000 million in settlements, that's \$1,000,000 per settlement, almost \$100,000,000.

Ms. McIntyre explained it was over a period of ten years. She referred to her presentation under Exposure Breakdown and explained it to him.

Councilmember Bowers indicated he doesn't know if it's accurate or not. He stated the city is very poor with using technology. It seems like it's a lot of resistance to using it because it can hold people accountable or track them better. He has his suspicions and reasons why he thinks many of the staff are okay without technology. They should have been way ahead of where they are today. It could prevent a lot of issues in the city not just the legal department but every department in the city.

Ms. McIntyre stated that as far as implementing technology every city employee has responded, welcoming the opportunity. The element of change most of them resist for whatever reason. She is hopeful in working with other officials in the city that are just as focused on implementation, but they have to do their due diligence.

Mayor Sharif agreed with Councilmember Bowers indicating they are so far behind when it comes to the simple things in the city. The Council has consistently requested these advancements over the years; however, progress toward adopting 21st-century technology remains challenging, and efforts to modernize continue to encounter obstacles. She knows the City Clerk's Office has been trying to look at some different things, but it cannot just be the City Clerk's Office, it has to be the whole city because the whole city is so behind when it comes to technology. She appreciates all the work they are doing. She encourages people to recognize that technology can significantly improve efficiency in the City of Compton, and there are many actions they can take now to benefit from these advancements.

Ms. McIntyre stated she appreciates the commitment they are making to elevate the technology.

SPECIAL ANNOUNCEMENT FROM MAYOR SHARIF

I spoke with Bishop Guillory this evening. I explained to him what my concerns were. I will be formally requesting the removal of Bishop Guillory from the city's Public Safety Committee. The negative impact I witnessed last Friday along with the ongoing divisive dialogue was something I could not support as a resident or Mayor of the community. As leaders they have a responsibility to keep their residents safe to unify their community and not divide it. They must also hold themselves to the highest standards of professionalism even in moments of disagreement. The rules of the quorum must always be upheld. As Mayor of our great city seeing our community become divided has been truly heartbreaking. This is not the time to turn against one another. We must

come together and continue to progress toward the Compton we all want to see. We are all Compton and we must remain committed to our core values; values rooted in unity and in creating a community where everyone can thrive. Please know that keeping our community safe is my highest priority. My Latino brothers and sisters I hear you and I see you. Compton, I hear you and I stand with you. I explained to Bishop Guillory what my intentions were and what I was going to do this evening. He advised me that he would think about it and get back to me so I'm looking forward to him getting back to the City Council.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Anthony Lewis reminded City Council that they inherited the mess. They have fixed the mess and are moving ahead. They need to be commended for everything they've done. He has a list of all the activities they have done from September to today. He did not include all of them and the list is two pages long with thirty-six items. The public doesn't realize they go out every week doing a tremendous job. They need to move forward and put the technology in place. Keep doing what they are doing. He believes this is the best Council that has been active since Mr. Dollarhide.

Humberto Primo stated that people try to separate races. They need to work together no matter what. They need Latino support to work together. They can make Compton beautiful again. He has been trying to build a shelter in the City of Compton and he needs their support.

Norma Montez informed the Council that they are doing the best they can, she appreciates it but they have to make changes. They have to stop separating Blacks, Hispanics and others. They have to build a shelter Humberto has been speaking about for a long time. No one has gotten back to him. Why isn't he getting answers? It's for the community. There is money to fix and get help for the homeless, why are they not getting help? He has the location, 311 E. Rosecrans. She called each Councilmember by first names asking for their support. She asked what can they do to come together and when can they get an answer?

Councilmember Darden asked City Manager Hopkins if they had ever met with the group.

City Manager Hopkins stated that he had never met with Mr. Humberto.

Mayor Sharif informed them that the City Manager has only been with the city for two years. She stated she had spoken to Mr. Primo regarding the shelter. She knows past administrations have spoken to him, but they haven't been able to get anything done.

Norma Montez asked how they can get together to make a better community for Compton.

Mayor Sharif asked her to give her office a call.

City Manager Hopkins informed them that a meeting would be scheduled. Assistant City Manager Binns collected her phone number.

Marco Nevarez approached the podium speaking Spanish. They provided him with an interpreter. Through the interpreter he stated that he was there to ask if they knew the magnitude of the problem that the situation with the parking lots is causing them. He has been living in Compton for twenty years and he has never heard anything like this before. He hopes they will support them in opposing the law, as its impact on them would be very negative.

Mayor Sharif asked which law he was referring to.

Marco Navarez stated the law regarding parking in Richland Farms. His understanding was that it is only happening in his area and no other areas.

Mayor Sharif informed him that it was starting in his area but that's not the only area that will be affected.

Najee Ali, former resident of Compton. He personally apologized to Mayor Sharif for posting something on social media that was incorrect stating that she appointed Leroy Guillory as Chairman of the Public Safety Committee. He and Mayor Sharif have been in communication because they have been friends for twenty-five plus years. He has the highest respect for her, and she will always be his dear friend. He thanked her for dealing with Leroy Guillory who has brought

shame to Compton. He stated that what he did Friday trying to intimidate Latino residents was shameful based on his racist and divisive comments he made that have gone viral. He told Mayor Sharif he loves her, she's his sister and he stands with the Latinos of Compton.

Jose Marquez from Richland Farms had concerns about the parking situation. They are all scared. They think their properties are being devalued with the parking situation. He is asking them to extend it and analyze it because he believes it will cause a lot of problems. He wants to see Black and Browns work together. The majority of Richland Farms is Latino. There are a few Blacks, and they are the ones that are for the parking program. They pay more in taxes than other residents and he does not feel they are being heard.

Abril Villanueva from district two indicated that it should not have taken nine months to remove Bishop Guillory. Councilmember Spicer and Councilmember Duhart were protecting Bishop Guillory and Mayor Sharif refused to place it on the agenda. She has a lot of respect for Councilmember Darden and Councilmember Bowers. She never received a response to all the attempts she made for Guillory's removal. She stated it's not a Black and brown problem it's a hate problem from Bishop Guillory. Moving forward they should have conversations about healing, transparency, following the City Charter and respecting the Compton community because they are great together. Her Block Club was on Channel 11 so she must be doing something right. Tonight, she would like to see them turn the leaf, start healing together, listen to all residents and when they see bad actors call them out and deal with it promptly because it shouldn't take nine months. She reminded them that they are all about love, not hate.

Maria Villareal, Compton Latino Chamber of Commerce since 1981. She noted that Mayor Sharif made the statement that what she did should have been done April, May, June or July by any of the Council. She indicated the matter should have been taken care of right away when they reported Bishop Guillory. It seems that they don't matter. Why did the Council or City Manager take action sooner after her seventeen-year-old daughter was attacked by Bishop Guillory? She reported it but she never received an answer. It hurts her heart because she does so much for the City of Compton and will continue to do so. She stated that the saying "when you see something say something" applies to them too. She respects them a lot. They are working for them, and they owe them an apology for what Bishop Guillory did. They are here to build up a community not to divide but to unite. She wants them to move forward with love. She commended Abril and thanked Ali for his leadership.

Patricia Gonzales, Vice President of Compton Latino Chamber of Commerce wants to clarify that the Chamber does not endorse or support any candidate in any election. As a business and community organization they reserve the right to host a non-partisan candidate forum so the community can hear from all candidates and make informed decisions. Non-partisan simply means not biased or partisan, especially toward any particular political group. On December 11, 2025, at 6 pm they will hold the last 2025 Community Meeting. They will be having a special guest speaker that night. On December 13, 2025, they will be participating in the Compton Christmas Parade this year. On December 17, 2025, they will be hosting a Christmas Business Mixer at 7pm with a special guest speaker. On December 22, 2026, they will be hosting a Financial Literacy Workshop called the New Art of Living. Residents can learn how to increase their income, learn how money works as well as self-improvement.

Kenzie Jones addressed his Latino buddies and family informing them that there is always a bad apple somewhere, but you don't let that bad apple destroy the city. He apologized to his buddies. As for tickets being issued, he received four, but he paid for them. There has to be rules and regulations. He thanked the City Manager for cutting the trees on Long Beach Blvd. On the corner of Caldwell, the park where McDonalds used to be, the only time the grass is green is when it rains. They have too many vacant lots. He sees a whole lot of improvements, but they have to do more. He asked them to turn on the six lights in the parking lot to prevent some of the crime in the area.

Fidel Marquez from district one asked for five minutes to get his point across, and it was granted. He gave big props to Abril. He stated that the meeting on March 25, 2025, Bishop Guillory stood at the podium and resigned. The Council failed the residents. As per the presentation. He read 702 and stated it was never done. 702(b) represents and appears for the city and all powers are vested in the City Council. City Council failed them once again. He read Government Code section 5497.1 proving the Council has been violating the residents. They have not heard anything about any

settlement or any dollar amount. Attorneys are supposed to be biased. They are supposed to answer to the taxpayers. They need the violations placed as a priority. The residents are fed up with all the thievery, lack of communication and failed representation of every person sitting in the quorum, including the City Manager, to pay for the credit cards and think that the residents would not find out. They have a case coming up on January 20, 2026, with a person in the first district being accused of voter fraud. When are they going to get answers from the Council?

Vanessa Cain stated she agrees that the Council did move late. She asked when City Attorney Perrodin resigned did he receive any money because the residents need to know. The Council appointed him and he was elected later. They had the opportunity to remove him and they waited too late. She addressed City Manager Hopkins suggesting that they need to get more aggressive with the parking permits. She stated that the farms had parking permits in 1999 or 2000 and there has always been parking permits in Richland Farms. She noted that if someone has an acre of land and there's no room to park something is wrong. There are too many cars and there has to be laws. A lot of things they complain about they can do it themselves.

Tanya Lewis from the first district addressed Mayor Sharif noting that she announced they would have a special meeting Thursday at last Tuesday's meeting, however there was no meeting scheduled. She asked if she still had intentions of speaking about the credit cards. She stated she needs to know from Mayor Sharif or City Manager Hopkins if there will be a meeting scheduled to discuss the credit cards because the citizens need to know how the credit cards are distributed. From her understanding they were supposed to be used for traveling only. If the cards are placed in their purses and wallets they will be tempted to use them. She thinks that's what happened to Councilmember Spicer.

Terrance Cumby indicated he represents many voices of Latinos and Blacks. As for Bishop Guillory and the racial things that people have been saying back and forth, all it takes is a spark to start a fire. Racism is not a thing to play with. They must take the comments residents make a lot more serious than they do. They must take a bigger stance with racism issues in the City of Compton. The community needs to come together. They need to have a Community Meeting for people to get together and discuss their concerns.

Lynn Boone stated that the City Manager does not control the public and the building is not his. She stated he approached her and directed her where she was to sit. She is not his child, and she will not take it from him. This is a business meeting where he is a guest, their guest. The quorum rules do not grant him permission to address the residents. Measure CA does not take place until December 2026. The City Clerk put together a Charter that was a lie because it does not represent what takes place now. She cannot replace the City Attorney if the City Attorney resigns. They are supposed to appoint or have a special meeting, and all of the requirements of a City Attorney is supposed to take place now. The lady just announced she's not from Compton. As for Leroy Guillory, he's been that way for a long time. She heard Mayor Sharif state that she had spoken with Mr. Guillory and was waiting for him to inform her of his decision. She felt strongly that her approach was inappropriate, emphasizing that Mr. Guillory should no longer have any authority or say in the matter. Bishop Guillory's involvement should have ended, and there should be no further decisions left for him to make. She didn't understand that and she didn't appreciate it. She indicated that the young lady that led the presentation is not the City Attorney and they need a City Controller as well.

Mayor Sharif stated she only told what the person said not what she was going to do.

Marjorie Shipp welcomed Attorney McIntyre to the city. She indicated she enjoyed her presentation and hopefully she will help them get the city back on the right track. She noted she was glad to see the lot at 114 E. Alondra cleaned but they left three tires on the lot. She hopes they can maintain it. She appreciates whoever did the cleaning. She is a long-time resident of Richland Farms. She hopes and prays they do not change what they are planning to do. She has been in Richland Farms since the early 60's. She has seen the good, bad and ugly and right now it's the worst. Kids can't ride their bikes on the streets due to the many cars. Some nights on the weekends, it's difficult to sleep because of the loud parties. They start early in the evening till sometimes 3am. She is not one of the ones rejecting the parking permits. She asked the Council to please don't change what they are planning to do.

Councilmember Darden stated the lot on 114 E. Alondra was cleaned by the owners of the property and they have not listed it for sale.

Jaime Rodriguez did not speak English very well and did not ask for an interpreter. He stated he had been in the trailer park for thirty-five years. There is not enough space for them to park inside. They have been raising the rent every four or five months. He's been threatened with eviction from the trailer park. He was trying to get his neighbors to come to the meeting with him.

Councilmember Bowers asked if he was on Alondra.

Kelvin D. Filer stated he was born, raised and educated in the City of Compton. He was speaking in support of item #8 where it's proposed to name a corner after his father Maxey D. Filer. He thanked the Council indicating that he read the supporting information in support of the motion. It lays out all the things in reference to his father and his commitment to the City of Compton. He supplemented that by saying his father was the Campaign Manager for Douglas Dollarhide, first Black Mayor. He was the Campaign Manager for Doris Davis who was the first Black City Clerk for City of Compton. He was the Campaign Manager for Clarence Blair who was the first Black City Attorney for the City of Compton. He served on the City Council for fifteen years. If his father were here, he would probably ask you to vote no on the resolution because he was a very humble person. He loved the City of Compton. He believed in doing the right thing because it was the right thing to do. He wouldn't want any recognition but his family, neighbors, the people that grew up particularly in that area say thank you. One of the reasons why as a Superior Court Judge he has stayed at the Compton Courthouse is because he doesn't want to leave Compton. Thanks to Councilmember Duhart for initiating the proposal and the City Council for recognizing his father Maxey D. Filer.

Craig Henry a long-time resident of the City of Compton stated he can truly identify and understand what his Latino brothers and sisters are speaking about because with being the second Black family on their street white people treated them the same way and it wasn't a good feeling. He thanked the Boone Goons for not acting up tonight. The presentation was awesome and she has what it takes to assist with moving the city forward. For those that may not know the City Manager's position is that of the Chief Executive Officer of the city and the Chief Executive Officer of anything has the right to know about every department legal or non-legal under their jurisdiction. Therefore, when they get on the podium they need to come with facts and not with what they think is right and what people want to hear. Stop lying on the Council about credit cards. Everything is pending an investigation. He was man enough to apologize for the negativity he spoke about they should do the same.

REGULAR AGENDA

CITY MANAGER REPORTS

4. DISCUSSION OF CHARTER COMMITTEE SCOPE AND RESPONSIBILITIES

Assistant City Manager Tamara Binns stated the purpose of the presentation is an opportunity for the Council to discuss the reconvening of the Charter Committee. The Charter Committee was established in 2019 by Resolution 25,156. The Charter Committee was dissolved in March 2020, as per section J of Resolution 25,256. Staff went before Council to request their input and feedback and if the Council would like to move forward with the reconvening of the Charter Committee. If so, staff has prepared and has listed one of the items for Council to provide feedback on if they would like to keep the voting members at eleven and if they would like to consider stipends for the Charter Committee.

Councilmember Duhart noted she thinks they should bring it back. They should include a stipend and they need to identify some special skill sets they would like to be on the Charter Committee

Assistant City Manager Binns indicated that's something staff can consider and bring back to the legislative body.

Mayor Sharif emphasized they needed people from all backgrounds of life. They should also pay a stipend because they will be meeting more than normal.

Councilmember Bowers agreed they should reconvene the committee. They should receive a stipend, and they should get some quality people on the committee, and it should be done as soon as possible.

Councilmember Darden agreed they should receive a stipend. The amount of the stipend could be determined at another time. She asked how soon it could be brought back and what additional information was needed.

Assistant City Manager Binns informed them that if it's the will of the legislative body to reconvene the Charter Committee they can go ahead and take that direction and bring it back to them. She will check with the City Manager to see if they can get it back on the agenda for next week December 16, 2025. They will look at the stipend they provide for other committees and provide some recommendations and additional alternatives to the Council, so they make an informed decision.

Mayor Sharif stressed the urgency of completing the task promptly to ensure all deadlines are met for inclusion on the ballot.

City Manager Hopkins explained that the extensive work required by the current Charter will take significant time. There are several violations within the Charter that must be addressed. The committee needs to find an attorney who specializes in Charters to work closely with them. Due to the outdated nature of the Charter, resolving these issues is expected to be a lengthy process.

Mayor Sharif expressed concerns about completing the task on schedule. Hopefully, they will find an experienced attorney in Charters who can help expedite the process.

Councilmember Darden inquired about the deadline for submitting the required information to the County in order to qualify for placement on the ballot.

Assistant City Manager Binns indicated she would confirm with City Clerk Zurita but she believes that the first date for the items to be placed on the primaries will be as soon as January 22, 2026.

City Clerk Zurita emphasized that only Compton residents have the authority to vote on changes to the Charter. She stressed the importance of ensuring any proposed amendments are included on the ballot if desired by the community. The power to modify the Charter lies solely with Compton's voters. City Clerk Zurita clarified her position after concerns were raised about context and oversight within city administration, noting that she, as the new City Clerk, does not supervise the City Attorney and was not involved in previous actions attributed to the Clerk. She acknowledged the need to review and update certain provisions in the City Charter but highlighted the necessity of aligning the Municipal Code with the Charter and ensuring consistency with state and other applicable laws. Amending the Charter is a complex and significant process, and it is essential that citizens understand they hold exclusive authority to enact such changes.

Councilmember Darden asked if the date to place the item on the ballot was January 26, 2026.

Assistant City Manager Binns replied that Jan 22, 2026, to place specific items on the ballot.

City Clerk Zurita reiterated that anything going on the ballot for the Primary Election June 2, 2026, must be in to the Registrar Recorder by January 22, 2026. That means they would have to bed it, put it together, have it approved by Council and submit it to the County Board of Supervisors to be placed on the ballot.

Councilmember Darden was concerned about having ample time for the committee to review and make informed decisions that's going to affect the City henceforth.

Assistant City Manager Binns stated that in doing research on prior Charter Committees, when the item came back to the Council in 2019 there was an accelerated meeting scheduled which is something if the legislative body concur, they will bring back with the item next week and come up with the proposal.

Councilmember Darden suggested that when they bring it back next week, they should be prepared to make recommendations for appointing since they are on a short time period. The

committee may have to meet at least twice a week maybe more but that can be established at the first meeting.

Assistance City Manager Binns informed them that they have applications online and in the City Clerk’s office for members of the public that would like to be one of eleven members of the Charter Committee. Please fill out an application on their social media and the city website.

5. RECEIVE AND FILE CITY OF COMPTON CREDIT CARD STATEMENT FOR THE PERIOD ENDING JUNE 2025

City Manager Hopkins stated that the items on the agenda are following the existing resolution concerning their credit cards. He emphasized there was a formal investigation that has been initiated to review the charges within this quarter. Being that there is an investigation underway his proposal is they do a receive and file, allow the investigation to ensue and once the investigation is complete they will bring it back for further discussion. He does not want to see them discuss the matter and taint the investigation that has been requested of this body. He suggested that tonight they do a receive and file and bring it back when the investigation is over.

Councilmember Darden asked when they can expect to get July, August and September reports.

City Manager Hopkins responded as soon as it’s done they will get it on the agenda. They have had some changes within the Controllers Office. The reconciliation process is underway as they speak. The credit cards are currently suspended. All of the credit card numbers were exposed. They immediately suspended the program until the new credit cards are reissued.

Councilmember Duhart asked if the cards are suspended how does that affect those that are travelling in January.

City Manager Hopkins informed her that they took the initiative to secure travel for those that are going to Sacramento and hopefully by the time they go the cards will be back. He assured her their travel was secured.

City Manager Hopkins mentioned a citizen indicated there was credit card fraud because there was a card issued to the previous Interim Assistant Manager that was being utilized after he left. He stated that for clarity that is not credit card fraud.

Assistant City Manager Binns reported that the total number of charges for all card holders was \$89,369.04. The cards were used for approved purchase across all departments. The credit cards program is currently suspended pending an investigation.

Mayor Sharif expressed her apologies for not convening the special meeting. She clarified that including the item on the agenda was intended to ensure transparency and reinforce that there was no attempt to withhold information. She also extended her gratitude to the community for their patience.

On Motion by Duhart, seconded by Bowers the City of Compton Credit Card Statement for The Period Ending June 2025 was Received and Filed by the following vote on roll call:

AYES: Councilmembers – Duhart, Spicer, Bowers, Darden, Mayor E. Sharif
NOES: Councilmembers – None
ABSENT: Councilmembers – None

NEW BUSINESS

6. AN AMENDMENT TO ORDINANCE 2363 ADOPTED BY ON JANUARY 21, 2025 UPDATING THE NUMBER OF MEMBERS FOR THE OLYMPICS/TOURISM COMMITTEE OF THE CITY OF COMPTON TO INCREASE TO 11 MEMBERS (NO STIPEND APPROVED)

On Motion by Duhart, seconded by Spicer **Ordinance #2,366** entitled “AN AMENDMENT TO ORDINANCE 2363 ADOPTED BY ON JANUARY 21, 2025 UPDATING THE NUMBER OF MEMBERS FOR THE OLYMPICS/TOURISM COMMITTEE OF THE CITY OF

COMPTON TO INCREASE TO 11 MEMBERS (NO STIPEND APPROVED) was approved by the following vote on roll call:

AYES: Councilmembers – Duhart, Spicer, Bowers, Darden, Mayor E. Sharif
NOES: Councilmembers – None
ABSENT: Councilmembers – None

Councilmember Duhart stated for consistency she would like to see the number of representatives be moved from nine to eleven.

Assistant City Manager Binns informed her they would bring the item back next week to update members to eleven to match the number of members on the Charter Committee.

City Clerk Zurita advised that she can approve it with the amendment.

Councilmember Duhart asked do they have to bring it back or if they can just change the number.

Assistant City Manager Binns replied yes, they can make that update on the floor.

Councilmember Darden stated she would like to see the committee receive a stipend.

Mayor Sharif agreed but stated they needed to determine an amount.

Assistant City Manager Binns advised she would confirm with City Clerk Zurita, but they can make the motion if it's the will of the Council to increase the number on the floor and they can bring the item back to discuss compensation and alternatives and have it available for Council to make the decision.

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A KEY TO THE CITY POLICY IN RECOGNITION OF OUTSTANDING SERVICE AND EXEMPLARY CONTRIBUTIONS TO THE COMMUNITY

Councilmember Duhart expressed concerns regarding the use of the key to the city, noting that it is intended to represent a distinguished honor rather than being distributed indiscriminately. She suggested that a proclamation may be more appropriate in certain cases. She recommended establishing clear parameters and guidelines to ensure the key to the city is awarded thoughtfully and selectively.

Mayor Sharif concurred, recommending the implementation of an annual cap for recipients. Presenting the key to the city is regarded as a distinguished privilege.

Councilmember Bowers stated they should bring the item back and add the language accordingly.

Councilmember Darden addressed the controversy that began on November 19, 2024, when she introduced a resolution to present Dr. Eugene Allen of the Dust to Dawn facility with a key to the city. Before proposing this resolution, she consulted with the city clerk and reviewed policies and procedures in other cities, as the city of Compton did not have any relevant guidelines. The issue only arose after she brought the matter forward. She also provided an overview of Dr. Allen's background. The topic is now up for discussion on the agenda one year later.

City Clerk Zurita reported that only one appointee to the Olympic Committee has replied to the letter, completed their ethics course, and appeared for their oath. That respondent was Councilmember Spicer's nominee.

Councilmember Darden asked if City Clerk Zurita send them a final notice that they should do the ethics training or they could be removed.

City Clerk Zurita stated that after their workshops about commissions, they decided that participants should complete their ethics course before taking the oath, but they haven't received any responses. They can send out another round of letters by Friday asking recipients to reply if they are interested in taking the ethics course and coming in for the oath.

Mayor Sharif informed them that one of the appointees was out of town because they had a family emergency.

Councilmember Duhart asked when the ethics training was because the person she appointed works.

City Clerk Zurita advised her that they can take it at their convenience it's online on the city website

On Motion by Duhart, seconded by Darden A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A KEY TO THE CITY POLICY IN RECOGNITION OF OUTSTANDING SERVICE AND EXEMPLARY CONTRIBUTIONS TO THE COMMUNITY was tabled by the following vote on roll call:

AYES: Councilmembers – Duhart, Spicer, Bowers, Darden, Mayor E. Sharif

NOES: Councilmembers – None

ABSENT: Councilmembers – None

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DESIGNATING THE INTERSECTION OF ARBUTUS STREET AND MATTHISEN STREET AS “MAXCY D. FILER SQUARE” IN HONOR OF ATTORNEY MAXCY D. FILER, CIVIL LEADER, CIVIL RIGHTS ADVOCATE, AND LONG-TIME PUBLIC SERVICE

On Motion by Duhart, seconded by Spicer **Resolution # 26,339** entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DESIGNATING THE INTERSECTION OF ARBUTUS STREET AND MATTHISEN STREET AS “MAXCY D. FILER SQUARE” IN HONOR OF ATTORNEY MAXCY D. FILER, CIVIL LEADER, CIVIL RIGHTS ADVOCATE, AND LONG-TIME PUBLIC SERVICE” was approved by the following vote on roll call:

AYES: Councilmembers – Duhart, Spicer, Bowers, Darden, Mayor Sharif

NOES: Councilmembers – None

ABSENT: Councilmembers – None

Mayor Sharif acknowledged Attorney Maxey D. Filer's contributions to Compton and expressed gratitude to the Filer family and Judge Kelvin D. Filer for his father's work.

Councilmember Bowers mentioned he remembers when Councilman Filer use to shake up the Council.

Councilmember Duhart emphasized it was a long time coming.

Councilmember Darden acknowledged that with all his work he is so deserving. She wishes they could have done it prior to his passing.

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- She hopes to see everyone at the Compton Christmas Parade on December 13, 2025. She encouraged everyone to arrive early to get a good seat as they kicked off the celebration of Compton's 70th Anniversary.
- On December 20, 2025, she and her colleagues will be hosting their Annual Toy Giveaway at Dollarhide Community Center located at 301 N. Tamarind.
- There is still space available in the December EMS Corps Cohort. This is a transformative five-month program that includes EMT training, ride-a-longs, life coaching and mentorship, job readiness training, a \$1500.00 a month stipend and job placement assistance after graduation. To apply, or for more information visit comptonemscorps.org.

- She wished Leroy Wilkie aka her Uncle Roy a 104th Birthday. His birthday is today and he is watching.
- She thanked City Manager Hopkins for the beautiful Christmas decorations on Compton Boulevard from Alameda to Long Beach Boulevard. Hopefully next year it will extend to Oleander.
- She extended condolences to the family of Marion LaRue Holland Tittle. Her services were today. She lived in Richland Farms.
- She thanked everyone for coming out this evening, she informed them that their presence, input and commitment to speaking up and working together helps strengthen the community and move the city forward. The residents are the eyes and ears of the community and their voices matter to her.
- Always remember to eat, shop and buy Compton, a safe, clean and friendly city.

Councilmember Spicer offered the following communications/announcements:

- Special thank you to Healing California SCIU for helping him bring another free vision and dental event to the City of Compton. They served 189 residents with free vision and dental services. Thanks again to Healing California SCIU and all of the volunteers.
- December 13, 2025, is the Compton Christmas Parade. After the parade they will be having an After Party and Toy Drive at Wilson Park, located at 123 N. Rose Ave. from 1pm. to 5 pm. Total years been doing toy drive nine and three as a councilmember.
- On December 20, 2025, there will be a Lueders Park Holiday of Hope Toy Giveaway and Community Fair between 10am and 1pm. He wished everyone a wonderful, blessed evening.

Councilmember Bowers offered the following communications/announcements:

- He acknowledged the community engagement for the past week.
- Last Friday he joined the Golden Block Club at their Christmas Celebration. He thanked Abril Villanueva for the invitation. He appreciated the invitation.
- Yesterday he attended the Senior Holiday Party hosted by Ms. Alma at Dollarhide Community Center. Connecting with the seniors remains top priority for him. Thanks for the amazing efforts of Ms. Alma and her team for keeping the seniors active.
- His office received several complaints regarding dumping near residential areas. Residents are frustrated with the activity and are concerned about the hazards and potential fire risk this creates near their homes. He asked the City Manager if he could provide an update on the city's continued effort to curb illegal dumping citywide. Specifically, he would like clarification on enforcement monitoring and what residents can expect over the holiday season as they work to reduce the risk. He did see them cleaning homeless encampments along the railroad. They did a great job.
- A resident made a statement that they need to have a community meeting so the people can come and express themselves and so on. They have a Town Hall Meeting regularly and everyone in the city is invited. It's not just districts.
- The gentlemen that requested parking permits who live in the Peter Pan Trailer Park indicated they are receiving tickets because the street sweeper comes through the entire week. He informed them that the signs were wrong and it should have a specific day and time for the street sweeper, but it just says street sweep. He knows the street sweeper doesn't come every day, but they are being cited. On west Alondra between Wilmington past Central to Aprilia.

- He clarified that the parking permits are not a Richland Farms issue, it's citywide. It was decided to start in the farms because they previously had a parking permit program. It is not to strictly address the farm's parking. He doesn't want to see it be made into a racial situation, it doesn't have anything to do with that. They are having parking issues up and down the state of California that has to be addressed. There's a study going on concerning parking and there has to be some changes made.
- He thanked the community for their support and holding them accountable. They will continue to address resident concerns. Thanked them and wished them a good evening.

Councilmember Darden offered the following communications/announcements:

- On December 5, 2025, she attended a special Mr. Teen Compton Crowning event. Christopher Burnett was crowned as Mr. Teen Compton 2025. She is proud of the work Mrs. Shanise is doing with them.
- December 11, 2025, she was excited to take part in the city's Annual Sleigh Ride through the city that traveled through a few of the neighborhood streets for the children to see Santa Claus. Thanks to the Sheriff Department for keeping up this wonderful tradition. For more information contact your local Block Club.
- December 13, 2025, she was excited to participate in the Annual Christmas Parade
- Dec. 20, 2025, Dr. Allen of Dusk to Dawn will do his annual event of distributing five hundred turkeys to the residents of Compton, location to be determined.
- Happy Birthday to her liaison Dean Jones. He celebrated his 39th Birthday yesterday.
- Happy Birthday to Planning Commissioner Juanita Wright. She will celebrate her birthday on December 12, 2025.
- She observed the lights on Long Beach Blvd. They were on last night and they were very beautiful.
- She would like to close in memory of Ms. Tanisha Mosley Bohese. Wife of former president of Poinsettia Ave. Block Club Aaron Bohese.

Mayor Sharif offered the following communications/announcements:

- On December 20, 2025, join them at the Holiday Toy Drive. When they register, they will be entered into a raffle to win Laker, Clippers and King tickets
- On December 10, 2025, the City of Compton, Compton Kids Club will be present a Soulful Celebration performance at King Drew Medical Magnet Leisure Hall beginning at 6pm. She congratulated the Compton Kids Club for being invited to collaborate with Boswana Hospitality for the 2028 Olympic Games a powerful recognition of their talent and the excellence that comes out of Compton.
- On December 4, 2025, she had the privilege of hosting the 4th Annual Resource Parent Appreciation Program. A great program was in partnership with the DCFS Spa 6. The gathering honored their incredible foster parents and connected them with the resources to support the vital work they do for our children and families.
- On December 4, 2025, she joined Santa and his helpers for a festive ride through the second district. She thanked the McMillan Block Club for their warm hospitality.
- A reminder to check the Santa Ride schedule on the city website to see when he will be visiting your neighborhood
- December 5, 2025, she attended the Shields for Families event honoring Allison Qualls for thirty-two years of dedicated service to families in our community.

- On December 13, 2025, the 70th Annual Christmas Parade begins at 11am starting on Compton to Bullis Road and end on Alameda Street. She encouraged everyone to bring a friend and lawn chair and join them for a joyful and historic celebration.
- On December 20, 2025, everyone is invited to the Santa Workshop Toy Giveaway at Dollarhide Community Center from 11am to 3pm.
- She thanked everyone for joining them and their continued engagement in the city’s work. She appreciates their participation and commitment to Compton. Have a safe and peaceful night.

ADJOURNMENT

On motion by Spicer, seconded by Duhart, the meeting was adjourned at 8:32 p.m. by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Mayor Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

SATRA D. ZURITA
CITY CLERK CITY OF COMPTON

EMMA SHARIF
MAYOR CITY OF COMPTON

May 12, 2026

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY TREASURER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON UPDATING THE CITY OF COMPTON INVESTMENT POLICY

SUMMARY

The attached resolution adopts a new City investment policy, replacing the City's current policy entirely. This updated policy aligns with industry best practices, reflects the most current provisions of the California Government Code, and makes the City of Compton eligible for the California Municipal Treasurers Association (CMTA) Investment Policy Certification Program—a distinction the City has never held.

BACKGROUND

Historically, the City has invested primarily in the Local Agency Investment Fund (LAIF). LAIF allows local agencies to invest treasury pool cash that may be withdrawn same-day to meet cash flow needs while earning interest from the State's Pooled Money Investment Account (PMIA).

Upon analyzing LAIF returns, City Treasurer staff observed that the PMIA's monthly average yield consistently lagged two percent behind other local government investment programs, particularly for short-term instruments. While LAIF remains a safe option with historically reasonable returns, the City's financial interests now require investment options better suited to current cash flow needs and yield opportunities. In April 2023, pursuant to Section 11(a)(xii) of the existing Investment Policy, the Treasurer's Office began diversifying investments to maximize yields while maintaining principal security and strict adherence to policy guidelines.

Since 2023, the investment market has shifted significantly. Instruments that once generated high earnings and broad availability no longer offer the same opportunities. The City's current investment policy restricts access to investments now authorized under updated California Government Code. An up-to-date investment policy—reflecting current code, best practices, and standard formatting—is essential for the City to:

- Put public funds to work effectively for Compton residents
- Foster goodwill and transparency with the public

- Maximize investment earnings

The proposed policy expands the list of authorized investments to match current California Government Code eligibility, preserving most existing authorized investments while adding new options. This positions the City to diversify choices without compromising security.

The new policy also introduces a Risk Management and Diversification section offering stronger protection than the current policy. A key provision, “Mitigating Market Risk in the Portfolio,” follows industry best practices by ensuring adequate liquidity for short-term needs and limiting long-term investments to funds not required for current cash flow.

Under the new policy, the investment portfolio will be reviewed periodically, but no less than quarterly, to identify non-compliant investments. The City Treasurer will establish protocols for reporting major and critical non-compliance incidents to the City Council.

Periodic reporting to the City Council will provide full disclosure of investment activities.

A comprehensive annual report will be presented, including:

- Comparisons of the City’s return to market benchmark returns
- Recommended policy and program enhancements
- An investment plan for the coming year

Finally, the proposed investment policy will be reviewed and adopted at least annually, to ensure consistency with the core objectives of principal preservation, liquidity, and return, as well as relevance to current law and economic trends.

STATEMENT OF THE ISSUE

City Council approval is required to update the City’s Investment Policy.

FISCAL IMPACT

Adoption of the attached Resolution will result in greater investment earnings in both the short and long run while maintaining the same security as existing investments.

RECOMMENDATION

The City Treasurer recommends that the City Council adopt the attached Resolution.

**BRANDON MIMS
CITY TREASURER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
UPDATING THE CITY OF COMPTON INVESTMENT POLICY**

WHEREAS, the City Council of the City of Compton has annually adopted an Investment Policy by Resolution of the City Council pursuant to Section 53646(a)(2) of the California Government Code; and

WHEREAS, in accordance with section 701, section (a) of the city charter of the City of Compton, the City Treasurer is the custodian of all public funds belonging to, or under the control of the City, or of any office, department or agency thereof, and to that end shall have power and be required to receive and have custody of all monies receivable by the City from any source; and

WHEREAS, in accordance with section 701, section (b) of the city charter of the City of Compton, the City Treasurer shall deposit all monies received in such depositories as may be designated by this Investment Policy and in compliance with all of the provisions of the California State Constitution and laws of the State, governing the handling, depositing and securing of public funds; and

WHEREAS, the City Treasurer shall not knowingly make any investments in any institution, company, corporation, subsidiary or affiliate that practices or supports directly or indirectly through its actions, discrimination on the basis of race, religion, color, creed, national or ethnic origin, age, sex, sexual orientation, or physical disability; and

WHEREAS, the current adopted investment policy of the City of Compton, while an intact and viable policy, does not follow the most current standard format and best practices as set forth by California Government Code; and

WHEREAS, the City Treasurer of the City of Compton strives to prudently invest unexpended cash to maximize interest earnings while remaining compliant with current California Government Code and best practices; and

WHEREAS, concerted efforts have been made to formulate an updated Investment Policy that incorporates current industry best practices and government code application while maintaining the City of Compton's financial security; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON
RESOLVES AS FOLLOWS:**

Section 1. That the City Treasurer of the City of Compton, at a public meeting, and pursuant to Section 53646(a)(2) of the California Government Code, did render a new “City of Compton Investment Policy” for the City Council.

Section 2. That the attached City of Compton Investment Policy shall replace the existing policy in the City’s Standard Operating Manual.

Section 3. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, City Treasurer and the City Attorney.

Section 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this **12TH** day of **MAY** 2026.

**EMMA SHARIF
MAYOR OF THE CITY OF COMPTON**

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Satra D. Zurita, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor, and attested by the City Clerk, at a regular meeting thereof held on the **12TH** day of **MAY**, 2026.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

CITY OF COMPTON

INVESTMENT POLICY

ADOPTED ~~MARCH 28~~ APRIL 28¹⁴, 202~~6~~⁵

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I. INTRODUCTION

The purpose of this investment policy is to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City of Compton's objectives of safety, liquidity and return on investment through a diversified investment portfolio. This policy also serves to organize and formalize the City's investment-related activities, while complying with all applicable statutes governing the investment of public funds. This policy is written to incorporate industry best practices and recommendations from sources such as the Government Finance Officers Association (GFOA), California Municipal Treasurers Association (CMTA), California Debt and Investment Advisory Commission (CDIAC) and the Association of Public Treasurers (APT).

This investment policy was endorsed and adopted by the City of Compton's City Council and is effective as of the ~~11th-28th day of February~~ April, 202~~65~~ and replaces any previous versions.

II. SCOPE

This policy covers all funds and investment activities under the direct authority of the City, as set forth in the State Government Code, Sections 53600 *et seq.*, with the following exceptions:

- Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are to be invested pursuant to the permitted investment provisions of their specific bond indentures.
- CalPERS, OPEB trusts, and the investment of employees' deferred compensation funds invested pursuant to Government Code Section 53609
- Any other funds specifically exempted by the City Council.

POOLING OF FUNDS

Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

CASH MANAGEMENT

- The City will maintain sufficient operating cash in its operating account (General Checking Account, Successor Agency Checking Accounts, and Payroll Accounts).
- These balances will be minimal and maintained solely to cover outstanding warrants.
- The General Checking balance will be maintained solely to cover routine operational costs.
- The City Treasurer shall assess operating account balances on a quarterly basis and transfer excess funds to the City's investment accounts.

III. PRUDENCE

Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the *Prudent Investor Standard*:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

The City Treasurer and other authorized persons responsible for managing City funds acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes provided that the City Treasurer or other authorized persons acted in good faith. Deviations from expectations of a security's credit or market risk should be reported to the City Council in a timely fashion and appropriate action should be taken to control adverse developments.

IV. OBJECTIVES

The City's overall investment program shall be designed and managed with a degree of professionalism worthy of the public trust. The overriding objectives of the program are to preserve principal, provide sufficient liquidity, and manage investment risks, while seeking a market-rate of return.

- **SAFETY.** Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments by investing funds among a variety of securities with independent returns.
- **LIQUIDITY.** The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
- **RETURN ON INVESTMENTS.** The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

The City Treasurer shall not knowingly make any investments in any institution, company, corporation, subsidiary or affiliate that practices or supports directly or indirectly through its actions, discrimination on the basis of race, religion, color, creed, national or ethnic origin, age, sex, sexual orientation, or physical disability.

V. DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from California Government Code, Sections 41006 for City Treasurers and 53600 *et seq.*

The City Council is responsible for the management of the City's funds, including the administration of this investment policy. Management responsibility for the cash management of the City's funds is hereby delegated to the City Treasurer.

The City Treasurer will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

VI. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. Thus, employees and officials involved in the investment process shall refrain from personal business activity that could create a conflict of interest or the appearance of a conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose to the City Manager any material interests in financial institutions with which they conduct business, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the City.

VII. INTERNAL CONTROLS

The City Treasurer (or the Chief Deputy City Treasurer in the absence of the City Treasurer) is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Periodically, as deemed appropriate by the City and/or the City Council, an independent analysis by an external auditor shall be conducted to review internal controls, account activity and compliance with policies and procedures.

The Investment Policy shall be included in the City's Standard Operating Manual.

VIII. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

The City Treasurer shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence as determined by the City. No purchase or sale of investments is to be made with a broker-dealer, by a member of the Treasurer's office, unless the firm's name has been approved by the City Treasurer and adopted by resolution by the City's Legislative Body. Due inquiry shall determine whether such authorized broker/dealers, and the individuals covering the City are reputable and trustworthy, knowledgeable and experienced in Public Agency investing and able to meet all of their financial obligations. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

In accordance with Section 53601.5, institutions eligible to transact investment business with the City include:

- Institutions licensed by the state as a broker-dealer, as defined in Section 25004 of the Corporations Code, with proof of FINRA certification.
- Institutions that are members of a federally regulated securities exchange.
- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- Savings association or federal association (as defined in Section 5102 of the Financial Code).
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the City may rely on the adviser for selection.

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All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the City Treasurer with audited financials and a statement certifying that the institution has reviewed the California Government Code, Section 53600 *et seq.* and the City's investment policy. The City Treasurer will conduct an annual review of the financial condition and registrations of such qualified bidders.

To the extent practicable, the City Treasurer shall endeavor to complete investment transactions using a competitive bid process whenever possible. The City Treasury will determine which financial institutions are authorized to provide investment services to the City. It shall be the City's policy to purchase securities only from authorized institutions and firms.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

IX. AUTHORIZED INVESTMENTS

The City's investments are governed by California Government Code, Sections 53600 *et seq.* Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and Code, the more restrictive parameters will take precedence. Percentage holding limits and minimum credit requirements listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and issuer to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

- 1. MUNICIPAL SECURITIES** include obligations of the City, the State of California and any local agency within the State of California, provided that:

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- The securities are rated in a rating category of “A” or its equivalent or better by at least one nationally recognized statistical rating organization (“NRSRO”).
 - No more than 5% of the total portfolio may be invested in any single issuer.
 - No more than 30% of the total portfolio may be in Municipal Securities.
 - The maximum maturity does not exceed five (5) years.
2. **MUNICIPAL SECURITIES (REGISTERED TREASURY NOTES OR BONDS)** of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
- The securities are rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
 - No more than 5% of the total portfolio may be invested in any single issuer.
 - No more than 30% of the total portfolio may be in Municipal Securities.
 - The maximum maturity does not exceed five (5) years.
3. **U.S. TREASURIES** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries, provided that:
- The maximum maturity does not exceed five (5) years.
4. **FEDERAL AGENCIES** or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:
- No more than 30% of the total portfolio may be invested in any single Agency/GSE issuer.
 - No more than 20% of the total portfolio may be invested in callable agency securities.
 - The maximum maturity does not exceed five (5) years.
5. **BANKER’S ACCEPTANCES**, provided that:
- They are issued by institutions which have short-term debt obligations rated “A-1” or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
 - No more than 40% of the total portfolio may be invested in Banker’s Acceptances.
 - No more than 5% of the total portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed 180 days.

6. COMMERCIAL PAPER, provided that the securities are issued by an entity that meets all of the following conditions in either paragraph (a) or (b) and other requirements specified below:

a. **SECURITIES** issued by corporations:

- (i) A corporation organized and operating in the United States with assets more than \$500 million.
- (ii) The securities are rated “A-1” or its equivalent or better by at least one NRSRO.
- (iii) If the issuer has other debt obligations, they must be rated in a rating category of “A” or its equivalent or better by at least one NRSRO.

b. **SECURITIES** issued by other entities:

- (i) The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company.
- (ii) The securities must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.
- (iii) The securities are rated “A-1” or its equivalent or better by at least one NRSRO.

- ~~No more than 10% of the outstanding commercial paper of any single issuer.~~
- No more than 25% of the City’s investment assets under management may be invested in Commercial Paper. Under a provision sunsetting on January 1, 2026, no more than 40% of the total portfolio may be invested in Commercial Paper if the City’s investment assets under management are greater than \$100,000,000.
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 270-397 days.

Commented [GL1]: This is no longer a requirement of California Government Code per SB 998.

Commented [AS2]: SB 595 extends this provision from 1/1/26 to 1/1/31, effective 1/1/26.

Commented [AS3]: SB 595 extends the maximum maturity date for CP investments from 270 to 397 days, effective 1/1/26.

7. NEGOTIABLE CERTIFICATES OF DEPOSIT (NCDs), issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:

- The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
- Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated “A-1” or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in NCDs.
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

8. FEDERALLY INSURED TIME DEPOSITS (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:

- The amount per institution is limited to the maximum covered under federal insurance.
- No more than 20% of the total portfolio will be invested in a combination of federally insured and collateralized time deposits.
- The maximum maturity does not exceed five (5) years.

9. COLLATERALIZED TIME DEPOSITS (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:

- No more than 20% of the total portfolio will be invested in a combination of federally insured and collateralized time deposits.
- The maximum maturity does not exceed five (5) years.

10. PLACEMENT SERVICE DEPOSITS, provided that:

- No more than 30% of the total portfolio may be invested in a combination of qualifying place service deposits, including CDARS.
- The full amount of each deposit along with accrued interest must at all times be insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).
- Under a provision sunseting on January 1, 2031, no more than 50% of the total portfolio may be invested in placement service deposits if the Agency is a city, district or local agency that does not pool money with other local agencies.
- The maximum maturity does not exceed five (5) years.

11. COLLATERALIZED BANK DEPOSITS. City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.

12. REPURCHASE AGREEMENTS collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:

- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third party custodian.
- Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
- The maximum maturity does not exceed one (1) year.

13. STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF), provided that:

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- The City may invest up to the maximum amount permitted by LAIF.
- LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the City Treasurer to adequately judge the risk inherent in LAIF's portfolio.

14. LOCAL GOVERNMENT INVESTMENT POOLS

- Other LGIPs permitted by the City of Compton.
- There is no issuer limitation for Local Government Investment Pools.

15. CORPORATE MEDIUM TERM NOTES (MTNs), provided that:

- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

16. ASSET-BACKED, MORTGAGE-BACKED, MORTGAGE PASS-THROUGH SECURITIES, AND COLLATERALIZED MORTGAGE OBLIGATIONS FROM ISSUERS NOT DEFINED IN SECTIONS 3 AND 4 OF THE AUTHORIZED INVESTMENTS SECTION OF THIS POLICY, provided that:

- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 20% of the total portfolio may be invested in these securities.
- No more than 5% of the total portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
- The maximum maturity does not exceed five (5) years.

17. MUTUAL FUNDS AND MONEY MARKET MUTUAL FUNDS that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

- a. **MUTUAL FUNDS** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:
 - (i) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
 - (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by

California Government Code, Section 53601 and with assets under management in excess of \$500 million.

- No more than 10% of the total portfolio may be invested in shares of any one mutual fund.
- b. **MONEY MARKET MUTUAL FUNDS** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:
 - (i) Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
 - (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of \$500 million.
- No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.
- c. No more than 20% of the total portfolio may be invested in these securities.

18. SUPRANATIONALS, provided that:

- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 30% of the total portfolio may be invested in these securities.
- No more than 10% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

19. JOINT POWERS AUTHORITY (JPA) POOLS, provided that:

- The JPA is organized pursuant to California Government Code Section 6509.7 and invests in the securities and obligations authorized in subdivisions (a) to (r), inclusive.
- Each share shall represent an equal proportional interest in the underlying pool of securities owned by the JPA.
- The JPA has retained an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (q).

X. PROHIBITED INVESTMENT VEHICLES AND PRACTICES

- State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- Investment in any security that could result in a zero-interest accrual if held to maturity is prohibited. Under a provision sunseting on January 1, 20~~26~~2031, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.
- Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- Purchasing or selling securities on margin is prohibited.
- The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
- The purchase of foreign currency denominated securities is prohibited.
- The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

Commented [AS4]: SB 595 extends this provision from 1/1/26 to 1/1/31, effective 1/1/26.

XI. INVESTMENT POOLS/MUTUAL FUNDS

The City shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. Annually, the City Treasurer shall seek responses to the following questions from any investment pool or mutual fund in which the City invests:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how it is assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

XII. COLLATERALIZATION

CERTIFICATES OF DEPOSIT (CDs). The City shall require any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal

to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

COLLATERALIZATION OF BANK DEPOSITS. This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

REPURCHASE AGREEMENTS. The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third-party custodian.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

Commented [A55]: Best Practice. CMTA Reviewers in 2025 would like to see the collateralization to THIRD PARTY CUSTODIANS repeated in the collateralization section.

XIII. DELIVERY, SAFEKEEPING AND CUSTODY

DELIVERY-VERSUS-PAYMENT (DVP). All investment transactions shall be conducted on a delivery-versus-payment basis.

SAFEKEEPING AND CUSTODY. To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third-party custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the custodian listing all securities held in safekeeping with current market data and other information.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) mutual funds and money market mutual funds, since these securities are not deliverable.

XIV. MAXIMUM MATURITY

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities.

The City will not invest in securities maturing more than five (5) years from the date of trade settlement, unless the City Council has by resolution granted authority to make such an investment.

XV. RISK MANAGEMENT AND DIVERSIFICATION

MITIGATING CREDIT RISK IN THE PORTFOLIO

Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the “Authorized Investments” section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer, with the exception of US Treasuries, Agencies, Supranationals, mutual funds, money market mutual funds, LGIPs, and JPAs, or unless otherwise specified in this policy.
- The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or the City’s risk preferences.
- If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:
 - Any actions taken related to the downgrade by the investment manager will be communicated to the City Treasurer in a timely manner.
 - If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council.

MITIGATING MARKET RISK IN THE PORTFOLIO

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with

embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short-term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

XVI. REVIEW OF INVESTMENT PORTFOLIO

The City Treasurer shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

XVII. PERFORMANCE EVALUATION

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The City Treasurer shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the City Treasurer's quarterly report. The City Treasurer shall select an appropriate, readily available index to use as a market benchmark. Benchmarks may change over time based on changes in market conditions or cash flow requirements.

XVIII. REPORTING

MONTHLY REPORTS

Monthly transaction reports will be submitted by the City Treasurer to the City Council in accordance with California Government Code Section 53607.

QUARTERLY REPORTS

The City Treasurer will submit a quarterly investment report to the City Council which provides full disclosure of the City's investment activities within 45 days after the end of the quarter. These reports will disclose, at a minimum, the following information about the City's portfolio:

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1. An asset listing showing par value, cost and independent third-party fair market value of each security as of the date of the report, the source of the valuation, type of investment, issuer, maturity date and interest rate.
2. Transactions for the period.
3. A description of the funds, investments and programs (including lending programs) managed by contracted parties (i.e. LAIF; investment pools, outside money managers and securities lending agents)
4. A one-page summary report that shows:
 - a. Average maturity of the portfolio and modified duration of the portfolio;
 - b. Maturity distribution of the portfolio;
 - c. Percentage of the portfolio represented by each investment category;
 - d. Average portfolio credit quality; and,
 - e. Time-weighted total rate of return for the portfolio for the prior one month, three months, twelve months and since inception compared to the City's market benchmark returns for the same periods;
5. A statement of compliance with investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the California Government Code, including a justification for their presence in the portfolio and a timetable for resolution.
6. A statement that the City has adequate funds to meet its cash flow requirements for the next six months.

ANNUAL REPORTS

A comprehensive annual report will be presented to the City Council. This report will include comparisons of the City's return to the market benchmark return, suggest policies and improvements that might enhance the investment program, and will include an investment plan for the coming year.

XIX. REVIEW OF INVESTMENT POLICY

The investment policy will be reviewed and adopted at least annually within 120 days of the end of the fiscal year, to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

Any recommended modifications or amendments shall be presented by Staff to the City Council for their consideration and adoption.

GLOSSARY OF INVESTMENT TERMS

AGENCIES. Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "Freddie Mac" issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "Fannie Mae," issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as "Ginnie Mae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

ASSET BACKED SECURITIES. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

AVERAGE LIFE. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

BANKER'S ACCEPTANCE. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

BENCHMARK. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

BROKER. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from their own position.

CALLABLE. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate.

COLLATERAL. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED BANK DEPOSIT. A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COLLATERALIZED TIME DEPOSIT. Time deposits that are collateralized at least 100% (principal plus interest to maturity). These instruments are collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for their own position.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DISCOUNT. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a security to changes interest rates.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC). The Federal Deposit Insurance Corporation (FDIC) is an independent federal agency insuring deposits in U.S. banks and thrifts in the event of bank failures. The FDIC was created in 1933 to maintain public confidence and encourage stability in the financial system through the promotion of sound banking practices.

FEDERALLY INSURED TIME DEPOSIT. A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). These deposits are limited to funds insured in accordance with FDIC insurance deposit limits.

FIDUCIARY. A person or organization that acts on behalf of another person(s) or organization that puts their clients' interest ahead of their own as they are bound both legally and ethically to act in the best interests of their clients.

LEVERAGE. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY. The speed and ease with which an asset can be converted to cash.

LOCAL AGENCY INVESTMENT FUND (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

LOCAL GOVERNMENT INVESTMENT POOL. Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

MAKE WHOLE CALL. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN. The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE. The price at which a security can be traded.

MATURITY. The final date upon which the principal of a security becomes due and payable. The investment's term or remaining maturity is measured from the settlement date to final maturity.

- MEDIUM TERM NOTES.** Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.
- MODIFIED DURATION.** The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.
- MONEY MARKET.** The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.
- MONEY MARKET MUTUAL FUND.** A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at \$1 per share.
- MORTGAGE PASS-THROUGH SECURITIES.** A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.
- MUNICIPAL SECURITIES.** Securities issued by state and local agencies to finance capital and operating expenses.
- MUTUAL FUND.** An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.
- NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO).** A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.
- NEGOTIABLE CERTIFICATE OF DEPOSIT (CD).** A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market.
- PAYDOWN.** A reduction in the principal amount owed on a bond, loan, or other debt.
- PLACEMENT SERVICE DEPOSITS.** A private service that allows local agencies to invest in FDIC-insured deposits with one or more banks, savings and loans, and credit unions located in the United States. IntraFi (formerly known as CDARS) is an example of an entity that provides this service.
- PRIMARY DEALER.** A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.
- PRUDENT INVESTOR (PRUDENT PERSON) RULE.** A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."
- REPURCHASE AGREEMENT.** Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.
- SAFEKEEPING.** A service to bank customers whereby securities are held by the bank in the customer's name.
- SECURITIES AND EXCHANGE COMMISSION (SEC).** The U.S. Securities and Exchange Commission (SEC) is an independent federal government agency responsible for protecting investors, maintaining fair and orderly functioning of securities markets and facilitating capital

formation. It was created by Congress in 1934 as the first federal regulator of securities markets. The SEC promotes full public disclosure, protects investors against fraudulent and manipulative practices in the market, and monitors corporate takeover actions in the United States.

SECURITIES AND EXCHANGE COMMISSION (SEC) RULE 15c3-1. An SEC rule setting capital requirements for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

STRUCTURED NOTE. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

SUPRANATIONAL. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TOTAL RATE OF RETURN. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

TREASURY BILLS. All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

TREASURY NOTES. All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.



City of Compton
Office of the City Manager

Date: April 29, 2026
To: HONORABLE MAYOR AND COUNCIL MEMBERS
From: JERRY GROOMES., ACTING CITY MANAGER

Subject: REQUEST TO SCHEDULE A PUBLIC HEARING, BUDGET WORKSHOP AND
COMMUNITY MEETINGS FOR THE CONSIDERATION OF THE PROPOSED
FISCAL YEAR 2026-27 BUDGET

Section 1406 of the City Charter requires that the City Council shall hold a public hearing on the proposed budget at which interested persons desiring to be heard shall be given an opportunity to do so.

The community is invite to provide input during the corresponding community meetings on the following dates and times:

COMMUNITY MEETINGS

Saturday	May 16, 2026	6 p.m.	Kelly Park
Monday	May 18, 2026	6 p.m.	Gonzales Park
Tuesday	May 19, 2026	6 p.m.	Dollarhide Community Center
Wednesday	May 20, 2026	6 p.m.	Burrell-McDonald Park

In addition, staff request the City Council schedule a budget workshop in preparation for the public hearing on the following date and time:

BUDGET WORKSHOP

Tuesday	May 26, 2026	4:30 p.m.	Council Chambers
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Staff is also requesting that the City Council schedule a public hearing for the consideration of the proposed Fiscal Year 2026-27 Budget on the following date and time:

PUBLIC HEARING

Tuesday	June 9, 2026	5:45 p.m.	Council Chambers
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JERRY GROOMES
ACTING CITY MANAGER

May 12, 2026

TO: MAYOR AND COUNCIL MEMBERS

FROM: TURMEL WOODS, GRANTS COMPLIANCE MANAGER

SUBJECT: A REQUEST TO SCHEDULE A PUBLIC HEARING – TO AUTHORIZE THE SUBMISSION OF THE HUD-MANDATED 2026-2027 ANNUAL ACTION PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPEMNT (HUD)

SUMMARY

The City of Compton, as a direct entitlement community to the U.S. Department of Housing and Urban Development (HUD), is required to hold a public hearing to receive input from residents on proposed funding allocations for CDBG and HOME projects and activities. Therefore, in order to notify the public about recommended activities in the Annual Action Plan, a public hearing is required.

Staff recommends that Council schedule a public hearing on this matter for **Tuesday, June 9, 2026 at 5:45 p.m.**

TURMEL WOODS
GRANTS COMPLIANCE MANAGER

APPROVED FOR FORWARDING


Willie A. Hopkins Jr.
CITY MANAGER

for:

May 12, 2026

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: TURMEL WOODS, GRANTS COMPLIANCE MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2025-2026 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) COMMUNITY CLEANUP AND EMPLOYMENT PATHWAY GRANT (\$200,000)

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the 2025-2026 Fiscal Year budget to appropriate California Department of Transportation (Caltrans) Community Cleanup and Employment Pathway Grant funds in the amount of Two Hundred Thousand Dollars (\$200,000) to development and implement a cleanup and local hire program.

BACKGROUND

The California Department of Transportation (Caltrans) Clean California Local Grant Program provides funding to support local beautification efforts, litter abatement and workforce development opportunities. The program emphasizes creating pathways to employment for underserve populations while improving community conditions.

The City of Compton applied for and has been awarded \$200,000 to implement a Community Cleanup and Employment Pathway Program, which aligns with the City's ongoing efforts to enhance public spaces, reduce blight and provide workforce opportunities to residents.

STATEMENT OF THE ISSUE

The program will focus on community cleanup activities combined with workforce development, targeting individuals who may face barriers to employment, including youth and young adults. The program will build upon the City's existing workforce initiatives, such as the Clean Team Program, and expand opportunities for participants to gain hands-on experience, develop job skills and transition into longer-term employment.

The Grants Department will oversee compliance, reporting and fiscal management, ensuring adherence to Caltrans requirements.

FISCAL IMPACT

The total award amount is \$200,000 fully funded by Caltrans. There is no fiscal impact to the City's General Fund. The revenue shall be reflected in the current budget fund 2789-540-000-3569 Other State Grants.

Staff is requesting that the Fiscal Year 2025-2026 budget be amended to appropriate the expenditures as follows:

Increase Revenues in the following Accounts:

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2789-540-000-3569	Other State Grants	\$200,000

Increase Expenditures in the following Accounts:

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2789-540-005-4101	Salaries	<u>\$200,000</u>
	Total	<u>\$200,000</u>

ALTERNATIVE

Staff does not have any alternatives to address this issue at this time.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution amending the 2025-2026 Fiscal Year budget to appropriate DOT Caltrans Grant Program funds in the amount of \$200,000.

TURMEL WOODS
GRANTS COMPLIANCE MANAGER

APPROVED FOR FORWARDING

JEROME GROOMES
ACTING CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE 2025-2026 FISCAL YEAR BUDGET TO APPROPRIATE
FUNDS FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
(CALTRANS) COMMUNITY CLEANUP AND EMPLOYMENT PATHWAY
GRANT (\$200,000)

WHEREAS, adoption of this resolution will authorize the City Manager to amend the 2025-2026 Fiscal Year budget to appropriate California Department of Transportation (Caltrans) Community Cleanup and Employment Pathway Grant funds in the amount of Two Hundred Thousand Dollars (\$200,000) to development and implement a cleanup and local hire program; and

WHEREAS, the California Department of Transportation (Caltrans) Clean California Local Grant Program provides funding to support local beautification efforts, litter abatement and workforce development opportunities. The program emphasizes creating pathways to employment for underserve populations while improving community conditions; and

WHEREAS, the program will focus on community cleanup activities combined with workforce development, targeting individuals who may face barriers to employment, including youth and young adults. The program will build upon the City’s existing workforce initiatives, such as the Clean Team Program, and expand opportunities for participants to gain hands-on experience, develop job skills and transition into longer-term employment; and

WHEREAS, the Grants Department will oversee compliance, reporting and fiscal management, ensuring adherence to Caltrans requirements; and

WHEREAS, the total award amount is \$200,000 fully funded by Caltrans. There is no fiscal impact to the City’s General Fund. The revenue shall be reflected in the current budget fund 2789-540-000-3569 Other State Grants; and

WHEREAS, Staff is requesting that the Fiscal Year 2025-2026 budget be amended to appropriate the expenditures as follows:

Increase Revenues in the following Accounts:

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2789-540-000-3569	Other State Grants	\$200,000

Increase Expenditures in the following Accounts:

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2789-540-005-4101	Salaries	<u>\$200,000</u>
	Total	\$200,000

WHEREAS, these grant funds will have **no fiscal impact** on the City’s General Fund.

WHEREAS, the 2025-2026 Fiscal Year budget needs to be amended to appropriate the Caltrans Community Cleanup and Employment Pathway Grant funds awarded to the City by the DOT.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That California Department of Transportation Grant funding in the amount of Two Hundred Thousand Dollars (\$200,000) City’s existing workforce initiatives, such as the Clean Team Program, and expand opportunities for participants to gain hands-on experience, develop job skills and transition into longer-term employment.

SECTION 2. That the Grants Management Department Fiscal Year 2025-2026 budget shall be amended as follows:

Increase Revenues in the following Accounts:

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2789-540-000-3569	Other State Grants	\$200,000

Increase Expenditures in the following Accounts:

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2789-540-005-4101	Salaries	<u>\$200,000</u>
	Total	\$200,000

SECTION 3. That a certified copy of this Resolution shall be filed in the offices of the City Manager, Law Division/City Attorney, City Controller, City Clerk and the Grants Management Department.

SECTION 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 28TH, day of APRIL, 2026.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Satra D. Zurita, City Clerk of the City of Compton, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 28TH, day of APRIL, 2026.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

Turmel woods

From: Parsa, Shirin@DOT <Shirin.Parsa@dot.ca.gov>
Sent: Thursday, February 19, 2026 3:41 PM
To: Benson, Dale@DOT
Subject: Congratulations on Your Grant Award!
Attachments: 2. Clean CA Grant Program - Guidelines_v4.pdf; 3. Electronic Fund Transfer DOT FA-2656.pdf; 4. STD204-Payee Data Record.pdf; 5. RGA_CCEP_Checklist.pdf; 1. RGA_XX-CCEP-XX_Project Name .docx

Dear Local Agency Team,

Congratulations on being selected to receive the Community Cleanup and Employment Pathway Grant award.

Thank you for partnering with us. We commend your agency's commitment to enhancing your community while creating meaningful employment opportunities.

Next Steps:

1. **RGA Template**

Please use the attached RGA template to develop the agreement. Update all text shown in red with your agency's specific information and proposal details. Project-specific information, including but not limited to the "AMS ADV ID," will be provided in a separate email.

Please compile all required attachments into a single PDF and submit it as part of the final RGA package for signature processing.

To avoid delays or any unforeseen changes to the award, please ensure that no other sections of the RGA are altered.

2. **RGA Package Checklist and Required Forms**

Please complete the attached Clean California CCEP Program RGA Package Checklist. The checklist references the Payee Data Record (STD 204) and the Electronic Funds Transfer (EFT) Enrollment Form (FA 2656), which are also attached for your completion.

We appreciate your patience throughout the selection process and recognize that the timeline extended longer than originally anticipated. To help ensure your agency has the maximum time available to implement the project, we kindly request that you complete and return the required documents as soon as possible. Your prompt response will allow us to finalize the agreement and proceed without further delay.

If you have any questions while completing the template or the attached forms, please do not hesitate to reach out. We look forward to working with you and supporting the successful implementation of your project.

Congratulations again on this award.

Best regards,
Shirin

Shirin Parsa
Transportation Engineer- Grant Manager
Local Assistance
Caltrans District 7, Los Angeles
(213)503-1765

May 12, 2026

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: PUBLIC WORKS STREET MAINTENANCE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ESTABLISH A PURCHASE ORDER WITH HORIZONS CONSTRUCTION CO., INT'L. INC. TO PERFORM ASPHALT PAVEMENT REHABILITATION AT VARIOUS LOCATIONS IN AN AMOUNT NOT TO EXCEED THREE HUNDRED NINE THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS AND TWENTY-SEVEN CENTS (\$309,495.27)

SUMMARY

The adoption of this resolution will authorize the City Manager to enter into an agreement and establish a purchase order with Horizons Construction Co., Int'l. Inc. to perform asphalt pavement rehabilitation at various location in an amount not to exceed Three Hundred Nine Thousand Four Hundred Ninety-Five Dollars and Twenty-Seven Cents (\$309,495.27).

BACKGROUND

The Public Works Street Maintenance Department (Department) is responsible for maintaining a safe reliable roadway network for residents, businesses and visitors. Over time, street pavement naturally deteriorates due to traffic loads, weather conditions, aging infrastructure and deferred maintenance. As part of the City's ongoing efforts to preserve and improve the City's transportation infrastructure, staff routinely evaluates roadway conditions and prioritizes locations requiring repair based on safety concerns, pavement condition assessments and public service needs.

Through these evaluations, staff identified five (5) street segments in need of asphalt pavement repairs due to visible surface distress, including cracking, potholes and uneven pavement conditions that may pose hazards to motorists and pedestrians. Timely repairs at these locations are necessary to prevent further degradation, extend pavement life and reduce the need for more costly rehabilitation in the future.

STATEMENT OF THE ISSUE

The Department continues to address critical infrastructure needs, including the maintenance and repair of deteriorated street pavement throughout the City. Staff has identified five (5) locations requiring asphalt pavement repairs to improve roadway safety, drivability and overall street conditions. The project locations include:

- 2700 N Slater Avenue
- 1006 W 137th Street
- 1700 N Graham Avenue
- 1700 N Holmes Avenue
- 1700 N Bandera Avenue

Horizons Construction Co. Int'l. Inc. has been selected to perform the required asphalt pavement repairs through Gordian's Job Order Contracting (JOC) program under Sourcewell EZIQC Contract No. CA-R8-PAV-101723-HRZ. This cooperative purchasing program provides competitively solicited pricing and pre-qualified contractors, allowing the City to efficiently procure construction services.

By leveraging Sourcewell's cooperative contract, the City benefits from reduced procurement time, cost savings and access to vetted contractors. Horizons Construction Co. has demonstrated the capability and experience necessary to complete the proposed work in accordance with City standards.

Pursuant to Compton Municipal Code Section 4-11-7(c), a formal bidding process is not required for this procurement. This Section provides an exemption for the purchase of supplies, materials, equipment or services obtained through contracts with other governmental or quasi-governmental entities, such as Sourcewell.

FISCAL IMPACT

Funds in the amount of Three Hundred Nine Thousand Four Hundred Ninety-Five Dollars and Twenty-Seven Cents (\$309,495.27) are available in the Department's Fiscal Year 2025-26 Budget in Account No. 1004-720-000-4266.

ALTERNATIVE

No other alternative is being proposed, as delaying these repairs would likely result in further pavement deterioration, increased safety risks and higher future repair costs.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into an agreement with Horizons Construction Co., Int'l. Inc. and approve the associated expenditure in an amount not to exceed \$309,495.27, in support of the City's ongoing infrastructure maintenance and pavement preservation efforts.

MARCUS HARRIS
STREET SUPERINTENDENT

APPROVED FOR FORWARDING:

**JEROME GROOMES
ACTING CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ESTABLISH A PURCHASE ORDER WITH HORIZONS CONSTRUCTION CO., INT’L. INC. TO PERFORM ASPHALT PAVEMENT REHABILITATION AT VARIOUS LOCATIONS IN AN AMOUNT NOT TO EXCEED THREE HUNDRED NINE THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS AND TWENTY-SEVEN CENTS (\$309,495.27)

WHEREAS, the Public Works Street Maintenance Department (Department) is responsible for maintaining a safe reliable roadway network for residents, businesses and visitors; and

WHEREAS, as part of the City’s ongoing efforts to preserve and improve the City’s transportation infrastructure, staff routinely evaluates roadway conditions requiring repair based on safety concerns, pavement condition assessments and public service needs; and

WHEREAS, staff identified five (5) locations requiring asphalt pavement repairs to improve roadway safety, drivability and overall street conditions. The project locations include:

- 2700 N Slater Avenue
- 1006 W 137th Street
- 1700 N Graham Avenue
- 1700 N Holmes Avenue
- 1700 N Bandera Avenue

WHEREAS, Horizons Construction Co. Int’l. Inc. has been selected to perform the required asphalt pavement rehabilitation through Gordian’s Job Order Contracting (JOC) program under Sourcewell EZIQC Contract No. CA-R8-PAV-101723-HRZ; and

WHEREAS, this cooperative purchasing program provides competitively solicited pricing and pre-qualified contractors, allowing the City to efficiently procure construction services; and

WHEREAS, pursuant to Compton Municipal Code Section 4-11-7(c), a formal bidding process is not required for this procurement. This Section provides an exemption for services obtained through contracts obtained through contracts with other governmental or quasi-governmental entities, such as Sourcewell; and

WHEREAS, funds in the amount of Three Hundred Nine Thousand Four Hundred Ninety-Five Dollars and Twenty-Seven Cents (\$309,495.27) are available in the Department’s Fiscal Year 2025-26 Budget in Account No. 1004-720-000-4266.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Manager is hereby authorized to enter into an agreement and establish a purchase order with Horizons Construction Co., Int’l. Inc. to perform asphalt pavement repairs in an amount not to exceed Three Hundred Nine Thousand Four Hundred Ninety-Five Dollars and Twenty-Seven Cents (\$309,495.27).

Section 2. That funds in the amount of Three Hundred Nine Thousand Four Hundred Ninety-Five Dollars and Twenty-Seven Cents (\$309,495.27) are

available in the Department's Fiscal Year 2025-26 Budget in Account No. 1004-720-000-4266 for this expenditure.

Section 3. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, City Attorney and Public Works Street Maintenance Department.

Section 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this **12TH** day of **MAY**, 2026.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Satra D. Zurita, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this **12TH** day of **MAY** 2026.

That said Resolution was adopted by the following vote, to wit:

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

**SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
HORIZONS CONSTRUCTION CO., INT'L. INC.**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **HORIZONS CONSTRUCTION CO., INT'L. INC.** (hereinafter referred to as "**CONTRACTOR**") located at 432 W Meats Avenue, Orange, California 92865.

WITNESSETH

That the **CITY** and **CONTRACTOR**, for the consideration, terms and conditions herein described, mutually agree as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

The **CONTRACTOR** will provide all services, materials and labor for asphalt pavement rehabilitation at five (5) locations. Work will include traffic control, cold milling of existing pavement, surface preparation, tack coat application and installation of new hot mix asphalt pavement as detailed in the attached Exhibit A.

The project locations are:

- 2700 N Slater Avenue: Area SF 14,200 / Area SY 1,578
- 1006 W 137th Street: Area SF 9,600 / Area SY 1,067
- 1700 N Graham Avenue: Area SF 13,200 / Area SY 1,467
- 1700 N Holmes Avenue: Area SF 8,500 / Area SY 944
- 1700 N Bandera Avenue: Area SF 9,700 / Area SY 1,078

CONTRACTOR will perform work at the five locations listed above and generally consists of asphalt pavement rehabilitation activities necessary to restore the driving surface. The work includes the following operations:

1. Traffic Control Install and maintain temporary traffic control measures at each location in accordance with applicable traffic control standards. Traffic control may include cones, signage, barricades and flagging operations necessary to safely direct vehicle and pedestrian traffic during construction.
2. Cold Milling of Existing Pavement Cold plane approximately three (3) inches of the existing asphalt pavement within the designated paving limits. Milling operations will remove deteriorated asphalt and prepare the surface for new pavement placement.
3. Surface Cleaning after milling operations are complete, the pavement surface will be swept using mechanical street sweeping equipment to remove loose asphalt, dust and debris to ensure proper bonding of the new asphalt layer.
4. Utility Box Detail Grinding – Perform detail grinding around existing utility boxes and similar surface features using a mini grinder or similar equipment. Approximately six (6) locations are anticipated to ensure smooth transitions between new pavement and existing utilities.

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5. Tack Coat Application – Apply asphalt emulsion tack coat to the milled pavement surface to promote proper bonding between the existing pavement and the new asphalt layer.
6. Hot Mix Asphalt Placement – Install approximately three (3) inches of hot mix asphalt pavement across the project locations. Asphalt will be placed, leveled, and compacted to produce a smooth and durable finished surface.

All work includes the labor, materials, supervision, traffic control and incidental items necessary to complete the paving improvements for the City.

CONTRACTOR shall remain fully informed of, and comply with, all applicable local, state and federal laws, rules and regulations, including those regarding safety, prevailing wage, hazardous substances and equal employment opportunities. The Contractor is responsible for paying all taxes, benefits and contributions for Social Security and Unemployment Insurance related to their employees. The Contractor shall be liable for any violations of these laws and regulations and shall defend, indemnify and hold the City and its officials, employees, and agents harmless from any claims or liabilities arising from the Contractor's failure to comply.

2. TERM OF CONTRACT:

This Agreement shall commence on the date of execution by both Parties ("Effective Date") and shall continue until the final deliverables under the Project have been completed and accepted by the City in accordance with the specifications set forth herein ("Completion"), unless earlier terminated pursuant to this Agreement.

3. COMPENSATION:

The total price paid the **CONTRACTOR** will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the **CONTRACTOR**, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the **CONTRACTOR** and the **CITY**. Adjustment in the total compensation will not be effective until authorized and approved by the **CITY**.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the **CONTRACTOR**. If **CONTRACTOR** fails to submit the required deliverable items according to schedule or as required by the provisions of this Agreement, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

CONTRACTOR shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized invoices for services completed. Invoices shall be submitted after the performance of work for which the **CONTRACTOR** is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the Street Superintendent of Public Works Street Maintenance Department at the following address: **City of Compton, 205 South Willowbrook Avenue,**

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Compton, California 90220.

It is understood and agreed that the maximum amount of compensation payable to **CONTRACTOR** for services performed is limited to the sum Three Hundred Nine Thousand Four Hundred Ninety-Five Dollars and Twenty-Seven Cents (\$309,495.27).

The **CONTRACTOR** is required to comply with all federal, state and local laws and ordinances applicable to the work.

In addition to any other right or remedy provided by law, if the **CITY** fails to pay for the services when due, the **CONTRACTOR** has the option to treat such failure to pay as material breach of this contract and may cancel this Agreement and/or seek legal remedies.

In the event of termination, the **CONTRACTOR** shall be entitled to compensation for the reasonable value of undisputed services performed to the effective date of termination; provided, however, that the **CITY** may condition payment of such compensation upon the **CONTRACTOR's** delivery to the **CITY** of any and all **CITY** property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the **CITY**. Neither the **CITY** nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the **CONTRACTOR**, except as expressly set forth in this Agreement. **CONTRACTOR** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **CONTRACTOR** shall not at any time or in any manner, represent that **CONTRACTOR** is in any manner officers, employees, agents or volunteers of the **CITY**. **CONTRACTOR** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **CONTRACTOR** expressly waives any claim to such rights.

5. SUCCESSORS, ASSIGNMENT AND DELEGATION

CITY and the **CONTRACTOR** each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the **CONTRACTOR** assign any monies due or to become due to it hereunder, without the previous written consent of the **CITY**. Any attempted assignment of this Contract without the written consent of both parties is void.

6. NONDISCRIMINATORY EMPLOYMENT PRACTICES

During the performance of this Agreement, the **CONTRACTOR** agrees not to

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discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the **CONTRACTOR's** non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

7. INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless the **CITY** and the **Los Angeles County Flood Control District**, their officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions for **CONTRACTOR**, its officers, employees, subcontractors or agents on account of the performance or character of this work.

This indemnification and hold harmless obligation do not extend to claims arising out of the sole negligence or willful misconduct of the **CITY**.

8. INSURANCE:

A. CONTRACTOR, by executing this Agreement, hereby certifies:

(1) *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the work of this Contract."*

(2) **CONTRACTOR** further agrees to require all subcontractors to carry Worker's Compensation Insurance as required by the Labor Code of the State of California.

B. Without limiting **CONTRACTOR's** indemnification of the **CITY**, **CONTRACTOR**

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shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Evidence of such insurance, which shall be provided by insurer(s) satisfactory to the **CITY's** Risk Manager, shall be delivered to the **CITY**. Such evidence shall express conditions that the **CITY** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice of any non-payment of premium(s). ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.***

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Agreement. The **CONTRACTOR** is advised that the **CITY does not** carry Contractor's Risk insurance, and the Contractor shall obtain its own coverage. **CONTRACTOR** shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work. **CONTRACTOR** shall ensure any and all contracts with its Trade Contractors performing services under this Agreement meet the insurance requirements of this Agreement.

All insurance required hereunder shall be primary with respect to any insurance maintained by the City and shall not call on the City's program for contributions. Program(s) of insurance shall include:

1. General Liability. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

2. Workers' Compensation Insurance. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation

Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the **CONTRACTOR** and all risks to such persons under the Agreement.

3. Automotive Liability. A program of insurance with a limit of liability of not less than **One Million Dollars (\$1,000,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

4. Insurance Endorsements. The liability insurance policy(ies) shall be endorsed with the following language:

. a The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as **"additional**

insureds” with respect to liability arising out of the activities of the **CONTRACTOR**.

. **b** The insurer waives all rights of subrogation against the **CITY**.

. **c** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **CITY**.

. **d** Identity of the insured(s).

9. PERMITS AND LICENSES

CONTRACTOR, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the **CONTRACTOR**.

Upon execution of this Agreement, the **CONTRACTOR** shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

10. WARRANTIES

The **CONTRACTOR** guarantees all work performed on the job against defective workmanship for a period of one (1) year following completion of the project.

If within one (1) year after the date of completion of the Agreement, any of the work is found to be defective or not in accordance with the Contract documents, the **CONTRACTOR** shall correct it promptly after receipt of a written notice from the **CITY** to do so, at the **CONTRACTOR'S** expense. This obligation shall survive termination of the Contract. The **CITY** shall give notice promptly after discovery of the condition.

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the **CONSULTANT**, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the **CONSULTANT**, any fee, commission, percentage, brokerage fee, gift or contingent fee. For breach or violation of this warranty, the **CITY** has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. FEDERAL AND STATE WITHHOLDING TAXES

CONTRACTOR shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. **CONTRACTOR** agrees to indemnify **CITY** for any claims, costs, losses, fees, penalties, interest, or damages suffered by **CITY** resulting from **CONTRACTOR's** failure to comply with this provision.

12. COMPLIANCE WITH LAW

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws, including compliance with the Air Quality Management District (AQMD) standards and orders.

13. WAIVERS

A waiver by either party to this Agreement of any breach of any terms, covenants or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

14. FORCE MAJEURE:

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by **CONTRACTOR** or any of **CONTRACTOR's** subcontractors), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, **CITY** shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, **CITY** shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

15. TERMINATION

Notwithstanding any other provision of this Agreement, this Agreement may be terminated as follows:

A. The **CONTRACTOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

B. The **CONTRACTOR** persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

C. The **CONTRACTOR** fails to perform or breaches any material obligation under this Agreement, then, the **CITY** may, without prejudice to any other right or remedy and after

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giving the

CONTRACTOR seven (7) days written notice, terminate this Agreement.

D. The **CITY** may terminate this Agreement at any time by giving thirty (30) days written notice of termination to **CONTRACTOR**. If the **CITY** gives such notice of termination, **CONTRACTOR** shall cease immediately all work in progress, unless otherwise directed by the **CITY**. Upon termination **CONTRACTOR** shall furnish to the **CITY** a final invoice for work performed.

16. AMENDMENTS

This Agreement may be modified or amended only be written document executed by both **CONTRACTOR** and **CITY's** City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

17. GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by and construed under the laws of the State of California. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the un-excised portion, can be reasonably interpreted to give effect to the intentions of the parties.

18. CONTRACTOR's BOOKS AND RECORDS

CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charges to the **CITY** for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the **CITY** or a designated representative. Copies of such documents shall be provided to the **CITY** for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at **CONTRACTOR's** address indicated for receipt of notices in this Agreement.

19. EXAMINATION AND AUDIT

This Contract shall be subject to examination and audit of the State Auditor of the State

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of California and any duly authorized representative of the federal government, at the request of the **CITY**, or as part of any audit of the **CITY**, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

20. EXTENT OF AGREEMENT

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the **CITY**.

21. NOTICES

Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective three (3) business days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONTRACTOR:

**Horizons Construction Co., Int'l. Inc.
432 W Meats Avenue
Orange, California 92865
Attn: Kinan Kotrash, Authorized Agent**

TO CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Street Superintendent
(310) 605-5691
mharris@comptoncity.org**

NOTE: A copy of any notice provided to the Street Superintendent shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

22. CERTIFICATIONS

CERTIFICATIONS OF CONTRACTOR

I, **KINAN KOTRASH**, HEREBY CERTIFY that I am the Agent, and duly authorized representative of the **CONTRACTOR** firm of **HORIZONS CONSTRUCTION CO., INT'L. INC.**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

DEBARMENT AND SUSPENSION CERTIFICATION

The **CONTRACTOR**, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

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making or entering into this transaction.

The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Kinan Kotrash, Authorized Agent

(Date)

23. MISCELLANEOUS

CONTRACTOR and **CITY** acknowledge that the terms of this Agreement have been mutually negotiated and that such documents shall not be interpreted against either **CITY** or **CONTRACTOR** on the basis that either party was responsible for or in control of the drafting of such documents.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

IN WITNESS WHEREOF, CONTRACTOR has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

HORIZONS CONSTRUCTION CO., INT'L. INC.
CONTRACTOR

Dated: _____

By _____
Kinan Kotrash, Authorized Agent

CITY OF COMPTON
Recommended for Approval:

By _____
Marcus Harris
Street Superintendent

Dated: _____

Approved:

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Dated: _____

By _____
Willie A Hopkins, Jr., City Manager

Approved as to form:

By _____
Legal Division

Dated: _____

ATTEST:

Dated: _____

By _____
Satra Zurita, City Clerk

EXHIBIT A

Contractor's Price Proposal - Detail

Date: March 17, 2026

Re: IQC Master Contract #: CA-R8-PAV-101723-HRZ
 Work Order #: 153089.00
 Owner PO #:
 Title: Compton District 1 Short Streets Paving - Phase 1
 Contractor: Horizons Construction Co. Int'l, Inc.
 Proposal Value: \$309,495.27

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
1006 W. 137th St.					
1	32 01 16 71 0003		SY	Up To 3" Depth, Production Cold Milling Of Asphalt	\$5,075.83
			Installation	Quantity Unit Price Factor = Total	
				1,067.00 x 4.71 x 1.0100 = 5,075.83	
				3" Cold Milling for Site 1006 W. 137th St.	
2	32 01 16 71 0003 0012		MOD	For Up To 2,500, Add	\$3,804.18
			Installation	Quantity Unit Price Factor = Total	
				1,067.00 x 3.53 x 1.0100 = 3,804.18	
3	32 12 13 13 0004		SY	Tack Coat, 0.08 Gallon/SY	\$1,013.01
			Installation	Quantity Unit Price Factor = Total	
				1,067.00 x 0.94 x 1.0100 = 1,013.01	
				Tack Coating for Site 1006 W. 137th St.	
4	32 12 16 13 0007		SY	3" Thick Bituminous Hot Mix Intermediate Binder CourseIncludes placement, rolling, finishing and sweeping.	\$32,233.11
			Installation	Quantity Unit Price Factor = Total	
				1,067.00 x 29.91 x 1.0100 = 32,233.11	
				Placement of 3" Thick Asphalt for Site 1006 W. 137th St.	
Subtotal for 1006 W. 137th St.					\$42,126.13
1700 N Graham Ave.					
5	32 01 16 71 0003		SY	Up To 3" Depth, Production Cold Milling Of Asphalt	\$6,978.67
			Installation	Quantity Unit Price Factor = Total	
				1,467.00 x 4.71 x 1.0100 = 6,978.67	
				3" Cold Milling for Site 1700 N Graham Ave.	
6	32 01 16 71 0003 0012		MOD	For Up To 2,500, Add	\$5,230.30
			Installation	Quantity Unit Price Factor = Total	
				1,467.00 x 3.53 x 1.0100 = 5,230.30	
7	32 12 13 13 0004		SY	Tack Coat, 0.08 Gallon/SY	\$1,392.77
			Installation	Quantity Unit Price Factor = Total	
				1,467.00 x 0.94 x 1.0100 = 1,392.77	
				Tack Coating for Site 1700 N Graham Ave.	
8	32 12 16 13 0007		SY	3" Thick Bituminous Hot Mix Intermediate Binder CourseIncludes placement, rolling, finishing and sweeping.	\$44,316.75
			Installation	Quantity Unit Price Factor = Total	
				1,467.00 x 29.91 x 1.0100 = 44,316.75	
				Placement of 3" Thick Asphalt for Site 1700 N Graham Ave.	
Subtotal for 1700 N Graham Ave.					\$57,918.49
1700 N. Bandera Ave.					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 153089.00

Work Order Title: Compton District 1 Short Streets Paving - Phase 1

1700 N. Bandera Ave.

9	32 01 16 71 0003	SY	Up To 3" Depth, Production Cold Milling Of Asphalt							\$5,128.15
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,078.00	4.71	x	1.0100	=	5,128.15		
			3" Cold Milling for Site 1700 N. Bandera Ave.							
10	32 01 16 71 0003 0012	MOD	For Up To 2,500, Add							\$3,843.39
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,078.00	3.53	x	1.0100	=	3,843.39		
11	32 12 13 13 0004	SY	Tack Coat, 0.08 Gallon/SY							\$1,023.45
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,078.00	0.94	x	1.0100	=	1,023.45		
			Tack Coating for Site 1700 N Bander Ave.							
12	32 12 16 13 0007	SY	3" Thick Bituminous Hot Mix Intermediate Binder CourseIncludes placement, rolling, finishing and sweeping.							\$32,565.41
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,078.00	29.91	x	1.0100	=	32,565.41		
			Placement of 3" Thick Asphalt for Site 1700 N Bandera Ave.							

Subtotal for 1700 N. Bandera Ave.

\$42,560.40

1700 N. Holmes Ave.

13	32 01 16 71 0003	SY	Up To 3" Depth, Production Cold Milling Of Asphalt							\$4,490.70
		Installation	Quantity	Unit Price	Factor	=	Total			
			944.00	4.71	x	1.0100	=	4,490.70		
			3" Cold Milling for Site 1700 N Holmes Ave.							
14	32 01 16 71 0003 0012	MOD	For Up To 2,500, Add							\$3,365.64
		Installation	Quantity	Unit Price	Factor	=	Total			
			944.00	3.53	x	1.0100	=	3,365.64		
15	32 12 13 13 0004	SY	Tack Coat, 0.08 Gallon/SY							\$896.23
		Installation	Quantity	Unit Price	Factor	=	Total			
			944.00	0.94	x	1.0100	=	896.23		
			Tack Coating for Site 1700 N Holmes Ave.							
16	32 12 16 13 0007	SY	3" Thick Bituminous Hot Mix Intermediate Binder CourseIncludes placement, rolling, finishing and sweeping.							\$28,517.39
		Installation	Quantity	Unit Price	Factor	=	Total			
			944.00	29.91	x	1.0100	=	28,517.39		
			Placement of 3" Thick Asphalt for Site 1700 N. Holmes Ave.							

Subtotal for 1700 N. Holmes Ave.

\$37,269.96

General Requirements

17	01 22 16 00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.							\$6,662.33
		Installation	Quantity	Unit Price	Factor	=	Total			
			6,056.66	1.00	x	1.1000	=	6,662.33		
			Bond and Insurance 2%							
			\$302,832.94 x 0.02 = \$6056.66							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 153089.00

Work Order Title: Compton District 1 Short Streets Paving - Phase 1

General Requirements

18	01	22	20	00	0117	DAY	Traffic Control System Includes 1 truck, 1 arrow board, 1 licensed traffic control person, traffic cones.										\$9,485.01
						Installation	Quantity	5.00	x	Unit Price	1,878.22	x	Factor	1.0100	=	Total	9,485.01
							Traffic Control System for 5 Days; 1 day at each location.										
19	01	22	23	00	0178	WK	10' Wide Paving Machine With Full-Time Operator										\$19,698.12
						Installation	Quantity	1.00	x	Unit Price	19,503.09	x	Factor	1.0100	=	Total	19,698.12
							Paving Machine for 1 Week for Paving of the 5 Streets										
20	01	22	23	00	0178	0033	MOD	For Equipment Without Operator, Deduct									-\$3,200.18
						Installation	Quantity	0.60	x	Unit Price	-5,280.83	x	Factor	1.0100	=	Total	-3,200.18
21	01	22	23	00	0209	WK	5 Ton, 2 Drum Articulated Roller With Full-Time Operator										\$6,771.79
						Installation	Quantity	1.00	x	Unit Price	6,704.74	x	Factor	1.0100	=	Total	6,771.79
							Compaction Roller for 1 Week for Compaction of Pavement Asphalt for the 5 Streets										
22	01	22	23	00	0209	0033	MOD	For Equipment Without Operator, Deduct									-\$2,400.14
						Installation	Quantity	0.45	x	Unit Price	-5,280.83	x	Factor	1.0100	=	Total	-2,400.14
23	01	22	23	00	0269	WK	8' Road Broom, Self-Propelled Street Sweeper With Full-Time Operator										\$6,104.35
						Installation	Quantity	1.00	x	Unit Price	6,043.91	x	Factor	1.0100	=	Total	6,104.35
							Street Sweeper for 1 week										
24	01	22	23	00	0269	0069	MOD	For Equipment Without Operator, Deduct									-\$2,657.10
						Installation	Quantity	0.50	x	Unit Price	-5,261.58	x	Factor	1.0100	=	Total	-2,657.10
25	01	22	23	00	0287	WK	2,000 To 2,400 Lb. Capacity, 72" Wide, Skid-Steer Loader With Full-Time Operator										\$6,806.29
						Installation	Quantity	1.00	x	Unit Price	6,738.90	x	Factor	1.0100	=	Total	6,806.29
							Skid Steer Loader for 1 week										
26	01	22	23	00	0287	0069	MOD	For Equipment Without Operator, Deduct									-\$2,657.10
						Installation	Quantity	0.50	x	Unit Price	-5,261.58	x	Factor	1.0100	=	Total	-2,657.10
27	01	22	23	00	1628	WK	5 To 6 CY Rear Dump Truck With Full-Time Truck Driver										\$5,559.79
						Installation	Quantity	1.00	x	Unit Price	5,504.74	x	Factor	1.0100	=	Total	5,559.79
							Dump truck for 1 week										
28	01	22	23	00	1628	0042	MOD	For Equipment Without Operator, Deduct									-\$2,020.50
						Installation	Quantity	0.50	x	Unit Price	-4,000.99	x	Factor	1.0100	=	Total	-2,020.50

Contractor's Price Proposal - Detail Continues..

Work Order Number: 153089.00

Work Order Title: Compton District 1 Short Streets Paving - Phase 1

General Requirements

29	01	71	13	00	0004	EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy-duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.							\$4,635.81
							Quantity		Unit Price		Factor	=	Total	
Installation							3.00	x	1,529.97	x	1.0100	=	4,635.81	
Delivery and Pick up of Paving Machine, Compaction Roller, and skid Steer Loader.														
30	01	74	19	00	0027	CY	Drop-Off Asphalt At Recycling Center							\$14,530.97
							Quantity		Unit Price		Factor	=	Total	
Installation							510.00	x	28.21	x	1.0100	=	14,530.97	
Drop off and Dispose of Asphalt Pavement that has been Milled.														

Subtotal for General Requirements**\$67,319.44****Slater Avenue**

31	32	01	16	71	0003	SY	Up To 3" Depth, Production Cold Milling Of Asphalt																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
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Subtotal for Slater Avenue**\$62,300.85****Proposal Total****\$309,495.27**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %



Subcontractor Listing

Date: March 17, 2026

Re: IQC Master Contract #: CA-R8-PAV-101723-HRZ
Work Order #: 153089.00
Owner PO #:
Title: Compton District 1 Short Streets Paving - Phase 1
Contractor: Horizons Construction Co. Int'l, Inc.
Proposal Value: \$309,496.27

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

153089.00 – Compton Asphalt Paving Repairs (5 Streets)

Detailed Scope of Work

Project Description

This project consists of asphalt pavement rehabilitation at five (5) street locations. Work includes traffic control, cold milling of existing pavement, surface preparation, tack coat application, and installation of new hot mix asphalt pavement.

Project Locations

Street Name	Area (SF)	Area (SY)
Slater Ave.	14,200	1,578
1006 W. 137th St.	9,600	1,067
1700 N. Graham Ave.	13,200	1,467
1700 N. Holmes Ave.	8,500	944
1700 N. Bandera Ave.	9,700	1,078

Total paving area is approximately 56,000 square feet.

Scope of Work

Work will be performed at the five locations listed above and generally consists of asphalt pavement rehabilitation activities necessary to restore the driving surface. The work includes the following operations:

- 1. Traffic Control**

Install and maintain temporary traffic control measures at each location in accordance with applicable traffic control standards. Traffic control may include cones, signage, barricades, and flagging operations necessary to safely direct vehicle and pedestrian traffic during construction.

- 2. Cold Milling of Existing Pavement**

Cold plane approximately three (3) inches of the existing asphalt pavement within the designated paving limits. Milling operations will remove deteriorated asphalt and prepare the surface for new pavement placement.

- 3. Surface Cleaning**

After milling operations are complete, the pavement surface will be swept using mechanical street sweeping equipment to remove loose asphalt, dust, and debris to ensure proper bonding of the new asphalt layer.

4. Utility Box Detail Grinding

Perform detail grinding around existing utility boxes and similar surface features using a mini grinder or similar equipment. Approximately six (6) locations are anticipated to ensure smooth transitions between new pavement and existing utilities.

5. Tack Coat Application

Apply asphalt emulsion tack coat to the milled pavement surface to promote proper bonding between the existing pavement and the new asphalt layer.

6. Hot Mix Asphalt Placement

Install approximately three (3) inches of hot mix asphalt pavement across the project locations. Asphalt will be placed, leveled, and compacted to produce a smooth and durable finished surface.

All work includes the labor, materials, supervision, traffic control, and incidental items necessary to complete the paving improvements for the City of Compton.

May 12, 2026

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: COMPTON FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT AND ISSUE A PURCHASE ORDER TO EMS MANAGEMENT AND CONSULTANTS INC. TO PROVIDE AMBULANCE AND FIRST RESPONDER FEE BILLING SERVICES TO THE CITY OF COMPTON FIRE DEPARTMENT (\$930,000.00)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a three (3) year agreement (i.e. July 1, 2026 – June 30, 2029) with EMS Management Consultants (“EMS/MC”), to provide ambulance and first responder fee billing services to the City of Compton Fire Department. And, to establish a purchase order in the amount not to exceed Three Hundred Ten Thousand Dollars and Zero Cents (\$310,000.00) per year for Fiscal Year 2025 – 2026.

BACKGROUND

The Fire Department (“Department”) provides a variety of emergency services to the residents and businesses throughout the City. The Department receives an average of 10,000 emergency calls per year; seventy-five percent (75%) of those calls are Emergency Medical Services (EMS).

The Department currently operates three (3) paramedic units, four (4) engines and one (1) truck to provide emergency medical care and treatment to those accessing the emergency “911” system. The Department has identified that the City should have its own ambulance services to ensure a quicker response time to emergencies ensuring that patients receive immediate medical attention. The Department is in the process of purchasing Type I Ambulances to meet those needs.

The Department has contracted with AP Triton, LLC to assist with the development and presentation for the Los Angeles County Request for Proposals (“RFP”) for emergency ambulance transportation services. One of the requirements is for the Department to partner with a company that can provide ambulance and first responder fee billing services to the City.

STATEMENT OF ISSUE

An RFP was published for Ambulance and First Responder Fee Billing Services on February 25, 2026 and closed on March 17, 2026. The City Clerk's office received three (3) proposals from the following vendors: EMS/MC, Systems Design West, and Johnson's Medical Billing and Collections Services. After evaluation of the proposals submitted, staff determined that the proposal and fee submitted by EMS/MC was the most responsive to provide the needed services.

EMS/MC is a privately-held EMS revenue cycle management company with more than 30 years of experience in the industry, supported by stable financial resources, long-term client partnerships nationwide, and an operating model designed to ensure sustained performance, compliance, and business continuity.

EMS/MC also brings comprehensive experience with the California EMS reimbursement programs reference in our RFP. EMS/MC serves more than 130 California-based clients.

Staff is recommending that the City enter into a three (3) year agreement (i.e. July 1, 2026 through June 30, 2029) with EMS/MC for an amount not to exceed Three Hundred Ten Thousand Dollars and Zero Cents (\$310,000.00) per year.

City Council approval is needed because the expenditure exceeds \$50,000.00.

FISCAL IMPACT

Funds for this expenditure for Fiscal Year 2026- 2027 will be budgeted in the Fire Department budget in Account No. 1001-690-000-4262. Funding for the remaining years of the agreement shall be appropriated in future City budgets.

RECOMMENDATION

Staff is recommending that the City Council adopt the attached resolution.

RONERICK D. SIMPSON
FIRE CHIEF

APPROVED FOR FORWARDING

JEROME GROOMES
ACTING CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT AND ISSUE A PURCHASE ORDER TO EMS MANAGEMENT AND CONSULTANTS INC. TO PROVIDE AMBULANCE AND FIRST RESPONDER FEE BILLING SERVICES TO THE CITY OF COMPTON FIRE DEPARTMENT (\$930,000.00)

WHEREAS, the Fire Department provides a variety of emergency services to the residents and businesses throughout the City; and

WHEREAS, an average of 10,000 emergency calls per year, seventy-five percent (75%) of those calls are Emergency Medical Services (EMS); and

WHEREAS, the Department has identified that the City should have its' own ambulance services to ensure a quicker response time to emergencies ensuring that patients receive immediate medical attention; and

WHEREAS, in order to meet those needs more efficiently, the Department contracted with AP Triton, LLC to provide consulting services in the development and presentation in response to a Los Angeles County Request for Proposal: for emergency ambulance transportation services; and

WHEREAS, one of the requirements is for the Department to partner with a company that can provide ambulance and first responder fee billing services to the City; and

WHEREAS, a Request for Proposal (RFP) was published for Ambulance and First Responder Fee Billing Services on February 25, 2026 and closed on March 17, 2026. The City Clerk's office received three (3) proposals from the following vendors: Ems Management and Consultants Inc. (EMS/MC), Systems Design West, and Johnson's Medical Billing and Collections Services; and

WHEREAS, after evaluation of the proposals submitted, staff has determined that the EMS Management and Consultants Inc. was the most responsive to provide the needed services for the Department; and

WHEREAS, adequate funds for this expenditure are allocated in Fire Departments 2026 - 2027 Fiscal Year budget in Account No. 1001-690-000-4262 and funding for the remaining years of the agreement shall be appropriated in future City budgets.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager, upon approval of the Legal Division is hereby authorized to enter into a three (3) year (i.e. July 1, 2026 through June 30, 2029) agreement with EMS/MC. for providing ambulance and first responder fee billing services in an amount not to exceed Three Hundred Ten Thousand Dollars and Zero Cents (\$310,000.00) for Fiscal Year 2026-2027; \$310,000.00 for Fiscal Year 2027-2028; and \$310,000.00 for Fiscal year 2028-2029.

SECTION 2. That the City Manager is hereby authorized to establish a purchase order in an amount not to exceed \$310,000.00 to EMS/MC for providing ambulance

and first responder fee billing services to the City of Compton for Fiscal Year 2026 – 2027.

SECTION 3. That the funds in the amount of \$310,000.00 are available in the Fire Department's 2026-2027 Fiscal Year budget in Account No. 1001-690-000-4262.

SECTION 4. That the funds for the remaining years of the agreement shall be appropriated in future Fire Department's Fiscal Year budget in Account No. 1001-690-000-4262.

SECTION 5. That a certified copy of this Resolution shall be forwarded to the offices of the City Clerk, City Manager, Legal Division, City Controller and the Fire Department.

SECTION 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this **12th** day of **MAY** 2026.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Satra D. Zurita, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the **12TH** day of **MAY**, 2026.

That said resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBER-
NOES: COUNCIL MEMBER-
ABSENT: COUNCIL MEMBER-
ABSTAIN: COUNCIL MEMBER-

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON



CITY OF COMPTON

REQUEST FOR PROPOSALS **AMBULANCE AND FIRST RESPONDER FEE BILLING SERVICES**

Questions regarding this RFP should be directed to:

City of Compton
Fire Department
201 South Acacia Avenue
Compton, CA 90220
Attention: Mr. Ronerick D. Simpson, Fire Chief
rsimpson@comptoncity.org

I. INTRODUCTION

The City of Compton, hereinafter referred to as “CITY,” is soliciting proposals from qualified vendors to provide comprehensive ambulance and first responder fee billing services, hereinafter referred to as “Proposer,” to manage all aspects of the billing and collections process for emergency medical Services (EMS) provided by the City, with the goal of maximizing revenue recovery while ensuring full compliance with all applicable regulations. The awarded Proposer, hereinafter referred to as “Proposer/Contractor” depending on context, will provide the requested services in accordance with the Sample Professional Service Agreement, terms, conditions, and scope of work.” Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation attachments/exhibits. The expected term for this engagement will be five (5) years; with one (1) five-year option to renew. The total maximum number of years for this contract is ten (10) years including the renewal option.

II. BACKGROUND

The CITY was incorporated in 1888 as a Charter City that operates under the Council-Manager form of government with a general population of 88,990 and covering an area of 10.01 square miles as of January 1, 2026. The CITY is divided into four geographical voting districts, and the governing body consists of a five-member City Council, with each district represented by one City Council member residing in that district and with the Mayor’s position elected at-large. The voters also elect one City Treasurer at-large and one City Clerk at-large. All seven elected positions are non-partisan. The City Manager, appointed by the City Council, is the Chief Executive Officer, and is empowered to appoint all non-elected employees, except for the City Attorney.

City of Compton Fire Department provides a variety of response services, including structural fire suppression, advanced life support, paramedic level emergency medical care, and entrapment extrication. The department also provides technical rescue services including high-angle, trench, swift-water and wildland suppression. The department provides automatic and mutual aid to other fire agencies within Los Angeles County.

The Compton Fire Department ranks among the five busiest departments in California, responding to an average of 10,000 emergency calls per year. Approximately 75% of the calls are for Emergency Medical Services (EMS).

With the current contract extended into mid-2026, it is expected that the Los Angeles County Local Emergency Medical Services Agency (“LEMSA”), will begin the process of conducting a competitive bid for ambulance services, for a countywide emergency ambulance operator in mid-2026.

The CITY intends to submit a bid to provide those services and is seeking to partner with a qualified medical billing provider that can provide the billing component of the overall comprehensive proposal.

Pertinent billing information related to recent relevant incidence experience, including average transport mileage, ambulance transport classification (ALS vs BLS) payor mix.

The successful proposer will be identified in the CITY’s bid submitted to the Emergency Medical Services Agency. If the CITY is selected to contract with the County to provide emergency ambulance services, the successful proposer shall:

- Be prepared to begin services on **August 1, 2026.**

III. SCOPE OF SERVICES

The successful proposer will be responsible for, have experience in, and/or maintain the following:

1. Billing and Collections
 - Timely processing and submission of all EMS transport claims to Medicare, Medi-Cal, private insurance, and patients.
 - Management of accounts receivable, including follow-up on denials and unpaid claims.
 - Patient invoicing, statements, and customer service support.
 - Handling of refund requests and credit balance processing.
 - Monitoring of payer regulations and prompt implementation of updates.
2. Compliance, Insurance, and Security
 - Adherence to all applicable federal, state, and local EMS billing laws and guidelines, including Medicare/Medi-Cal rules and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
 - Maintenance of secure systems for protected health information (PHI).
 - Support for audits and data reviews.
 - A minimum of \$1,000,000 liability insurance. Have we confirmed with Risk Management that this is enough?
 - Payment Card Industry (PCI) data compliance for credit card/electronic transactions.
 - Systems and Organization Controls (SOC) 2 reporting requirements for software client tools
 - Cybersecurity insurance
3. Reporting

Monthly Financial Reports including but not limited to:

 - Gross and net revenue
 - Collections by payer type
 - Aging reports
 - Ad hoc reporting upon request
 - Regular performance reviews with the CITY.
4. Integration and Support
 - Coordination with the CITY and/or the private ambulance transport provider's (CITY subcontractor) electronic health record (EHR) system for secure data transfer.
 - Implementation support and training as needed during the transition phase.
5. California EMS Reimbursement Programs

Knowledge and support for EMS reimbursement programs, including, but not limited to:

 - Voluntary Rate Range Program (VRRP) - Intergovernmental Transfer (IGT).
 - Public Provider Ground Emergency Medical Transport (PP-GEMT).
 - Assistance with documentation, application, reconciliation, and audits for these programs.
 - Demonstrated understanding of California Assembly Bill (AB) 716 and its impact on ambulance billing practices.
6. Customer Service
 - Dedicated patient support call center with EMS billing experience.
 - Multilingual support, including Spanish.
 - Fair and transparent dispute resolution process for patient concerns or hardships.

IV. PROPOSAL FORMAT GUIDELINES AND REQUIREMENTS

A qualifying proposal must include a detailed preliminary scope of services and an associated fee schedule. The scope of services, at a minimum, should address all components identified in the following sections as they relate to the objective described above.

1. Cover Letter/Introduction:

- Discuss your firm's major focus, qualifications, and point of contact.
- Describe your firm's ownership structure, including information with respect to financial resources/stability and length of time in business.
- Present your understanding, in non-technical language, of the project, the services requested, and your firm's proposal for meeting the City's needs.
- The cover letter shall be signed by an individual authorized to bind the firm and shall contain a statement that the proposal is valid for 120 days or until the City is awarded the County contract, whichever occurs last. Name, address, telephone number, and email address of a person the City may contact for further information or to schedule an interview, at the City's discretion.

2. Company Profile

- Name, address, contact information
- Years in business and EMS billing experience
- Overview of services provided
- Number of EMS billing clients
- Key staff
- Any litigation the Proposer has been a named party in within the past 10 years.

3. Experience and References

- Description of similar contracts, especially with California public EMS transport agencies.
- At least three references from current or recent clients.

4. Technical Plan

- Description of billing process and software used
- Security protocols and HIPAA compliance details
- Transition and onboarding plan

5. Reporting and Analytics

- Sample reports and reporting frequency
- Availability of dashboards or real-time data access

6. Implementation and Timeline

- Key milestones from contract award to go-live
- Staff training and support offered

7. Customer Service Standards



- Patient contact methods and hours of operation
- Escalation and dispute resolution procedures
- Language supported

8. Fee Structure

- Fee schedule (e.g., percentage of collections, fixed monthly fee, etc.)
- Any implementation or one-time costs

9. Compliance and Certifications

- Documentation of HIPAA compliance
- National Academy of Ambulance Compliance (NAAC) or other relevant certifications
- Data security breach response plan
- SOC 2 Report / Certification

10. California Expertise and AM 716 Compliance

- Proposers must be based in California or have a significant operational presence within the state.
- Proposers must demonstrate knowledge and understanding of AB 716 and its impact on ambulance billing practices, including documentation of current compliance measures and any policy adjustments made in response to the legislation.

11. California EMS Reimbursement Programs

Proposers must demonstrate working knowledge and experience with the following programs:

- Voluntary Rate Range Program (VRRP)
- Intergovernmental Transfer (IGT)
- Public Provider Ground Emergency Medical Transport (PP-GEMT)
- Include a description of current or prior participation in these programs and how your firm supports clients through the application, tracking, and reconciliation processes.

12. Provide a minimum of three (3) references for similar services performed for local government agency clients within the last three (3) years. Include:

- Client name
- Project description
- Service dates (starting and ending)
- Client project manager name, telephone number, and email address.

V. EVALUATION CRITERIA AND SELECTION PROCESS

1. Award will be made on the basis of demonstrated competence and the professional qualifications necessary to perform the services required after consideration of all evaluation criteria set forth below. Criteria are not listed in any order of priority or preference. A vendor will be chosen upon reviewing the proposals by City staff from affected Departments.

2. Staff will evaluate all proposals received in accordance with the evaluation criteria. The City reserves the right to weigh the criteria depending upon importance at its discretion. Selection will be made on the basis of Qualification, using the Evaluation Criteria shown below.

EVALUATION CRITERIA
Demonstrated EMS Billing Experience
Technical Capabilities and Reporting
Cost Effectiveness
Familiarity with Applicable State and Federal Regulation
Customer Service Support
Compliance and data security

3. The City may conduct interviews as part of the selection process. If scheduled, the oral interview will be a question-and-answer format for the purpose of clarifying the intent of any portions of the proposal. The individual(s) who would be directly responsible for carrying out the contract should participate in the oral interview.
4. The City reserves the right to contact and evaluate the Proposers' references, contact any Proposer to clarify any response, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information the City deems pertinent to the evaluation process.
5. The City reserves the right to reject any or all proposals, waive any inconsequential deviations from the proposal requirements, and to negotiate modifications or acceptance of all or a part of a proposal. This would include possible changes to the scope of work as the City identifies other applicable needs for technical assistance. Other terms and conditions can be negotiated at the time of selection and will be subject to approval of appropriate City officials. Proposers acknowledge that the City's needs and scope of work may be modified in response to the requirements of the County RFP. The City reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP. Issuance of this RFP and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.
6. Proposer understands and acknowledges that the representations made in proposals are material and will be relied on by the City in the evaluation of the proposal.

VI. IMPORTANT NOTICE

This RFP is issued in anticipation of a countywide contract for ambulance services that has not yet been issued and may not be issued. Therefore, even if a successful proposer is selected, there is no guarantee of Ambulance and First Responder Fee Billing Services set forth in this RFP. The County may not release an RFP, the CITY may choose not to respond to the County RFP, or the CITY may not be awarded the contract pursuant to the County



RFP. If awarded the contract for Ambulance and First Responder Fee Billing Services as a result of this RFP, that contract between the CITY and the successful proposer may be terminated early, in the sole discretion of the CITY, if the County does not proceed with an RFP for countywide service, if the City chooses not to respond, if the CITY is not awarded the County contract or the County does not award the CITY a renewal of the County contract through the term of this agreement. By responding to this RFP, the successful proposer agrees to these terms above and those terms below.

While specifics of the County RFP are unknown at this time, the intent of this solicitation is to secure a competent contractor in providing effective Ambulance and First Responder Fee Billing Services. The final contract will reflect the County RFP award. Therefore, the successful proposer must be willing to modify the terms and corresponding content and pricing to meet the requirements of the County RFP and contract. If the successful proposer cannot modify the terms to the satisfaction of the CITY in response to the County RFP and contract, such event constitutes immediate grounds for the CITY, in its sole discretion, to terminate the contract awarded to the successful proposer.

VII. PROPOSAL SUBMISSION DATE AND FORMAT

This Request for Proposal represents the requirements for an open, competitive, and timely process. Interested individuals must submit one (1) original and four (4) copies of your proposal to the City Clerk's office no later than 12:00 p.m., Tuesday, March 17, 2026. Any proposal received after this date and time disqualifies the proposal from consideration.

An official agent or representative of the company submitting the proposal must sign all Proposals. Postmarks and copies sent via facsimile disqualifies the proposal from consideration.

All individuals should provide a cost and billing formula that explains the fees and costs.

Written questions, if any, regarding the RFP must be sent in writing to Ronerick D. Simpson, Fire Chief, City of Compton, Fire Department, 201 South Acacia Ave, Compton, CA 90220 or via email to rsimpson@comptoncity.org so that they are received on or before Tuesday, March 10, 2026 until 5:00 p.m. Responses to all questions will be returned on or before Friday, March 13, 2026. Verbal questions will not be accepted.

All submissions must be delivered to the City of Compton, City Clerk's Office, 205 South Willowbrook Avenue, Compton, CA 90220, no later than 12:00 p.m., on March 17, 2026. Each submittal must contain one (1) original and four (4) copies of RFP in a sealed package, all proposals must be clearly marked, **"PROPOSAL TO PROVIDE AMBULANCE AND FIRST RESPONDER FEE BILLING SERVICES – CITY'S FIRE DEPARTMENT - DO NOT OPEN WITH REGULAR MAIL."**

The City of Compton desires a fair, equitable, competitive and timely contract award. Therefore, from the time the City issues the Request for Proposal and until the City Council receives City Staff's recommendation for contract award, all contact with the City shall be through:

**City of Compton
Fire Department
201 South Acacia Avenue
Compton, CA 90220
Attention: Mr. Ronerick D. Simpson, Fire Chief**

During this period of restricted contact, any attempt by a proposing individual, his/her representative or agent to contact, lobby, or make a representation to a member of the City Council, or any other official, employee, or agent of the City will be grounds for disqualification.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO AXON ENTERPRISE, INC. FOR THE PURCHASE OF TASER-10 ENERGY DEVICES WITH VIRTUAL REALITY (VR) CERTIFICATION AND TRAINING IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FORTY-NINE THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS AND FIFTY-TWO CENTS (\$249,139.52)

WHEREAS, the Community Improvement Services Department is comprised of Code Enforcement, Business Licensing, Parking, and Security Officers, and staff are equipped with various officer safety and defensive tools; and

WHEREAS, staff are increasingly confronted by aggressive and non-compliant members of the public who may verbally threaten harm or engage in assaultive behavior, thereby necessitating the availability of less-lethal tools to safely de-escalate such encounters; and

WHEREAS, conducted energy devices provide a less-lethal alternative in high-risk situations to subdue actively aggressive, non-compliant, assaultive, and/or dangerous individuals, while reducing the likelihood of serious injury to both staff and the public; and

WHEREAS, the Taser 10 energy device represents the next generation of conducted energy devices, offering improved safety features, enhanced effectiveness, and integrated Virtual Reality (VR) training capabilities to support ongoing and verifiable de-escalation training; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 25,501 authorizing the purchase of Taser-7 devices, and the current equipment is approaching the end of its service life and warranty period in August 2026; and

WHEREAS, the Community Improvement Services Department has expanded enforcement personnel, creating a need for additional devices to ensure all eligible uniformed officers are properly equipped; and

WHEREAS, Axon Enterprise, Inc. has provided the City with a proposal through the Sourcwell cooperative purchasing program, an approved procurement method in which the City has participated since 2007, thereby satisfying competitive procurement requirements; and

WHEREAS, the proposed agreement includes the purchase of fifty (50) Taser-10 energy devices, along with cartridges, batteries, holsters, technical support, warranty coverage, Virtual Reality (VR) de-escalation training, onsite instructor training for up to five (5) staff members to become certified Taser instructors, and a trade-in credit of approximately Forty-Seven Thousand Dollars (\$47,000) for thirty (30) Taser-7 devices and approximately two hundred (200) cartridges; and

WHEREAS, the total cost of the agreement shall not exceed Two Hundred Forty-Nine Thousand One Hundred Thirty-Nine Dollars and Fifty-Two Cents (\$249,139.52), with funding to be allocated in the Community Improvement Services Department Fiscal Year 2026–2027 Budget in Account No. 1001-670-000-4266 and appropriated in subsequent fiscal years through the annual budget adoption process.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Council hereby approves and authorizes the City Manager to enter into a sixty (60) month (September 2026 to September, 2031) professional services agreement with Axon Enterprise, Inc. for the purchase of fifty (50) Taser-10 energy devices and related equipment, training, and services.

SECTION 2. That the City Manager is hereby authorized to issue a purchase order to Axon Enterprise, Inc. in an amount not to exceed Two Hundred Forty-Nine Thousand One Hundred Thirty-Nine Dollars and Fifty-Two Cents (\$249,139.52).

SECTION 3. That funds for this expenditure shall be allocated in the Community Improvement Services Department Fiscal Year 2026–2027 Budget in Account No. 1001-670-000-4266 and appropriated in subsequent fiscal years through the annual budget adoption process.

SECTION 4. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Clerk, City Controller and the Community Improvement Services Department.

SECTION 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this **12TH** day of **MAY** 2026.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Satra D. Zurita, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the **12TH** day of **MAY**, 2026.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

May 12, 2026

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: ANTHONY WARD, DIRECTOR
COMMUNITY IMPROVEMENT SERVICES DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR
PROFESSIONAL SERVICES AGREEMENT AND ISSUE A PURCHASE
ORDER TO AXON ENTERPRISE INC. FOR THE PURCHASE OF
TASER-10 ENERGY DEVICES WITH VIRTUAL REALITY (VR)
CERTIFICATION AND TRAINING IN AN AMOUNT NOT TO EXCEED
TWO HUNDRED FORTY-NINE THOUSAND ONE HUNDRED THIRTY-
NINE DOLLARS AND FIFTY-TWO CENTS (\$249,139.52)**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into a 60-month (September, 2026 through September 2031) professional services agreement and issue a purchase order to Axon Enterprise, Inc., in an amount not to exceed Two Hundred Forty-Nine Thousand One Hundred Thirty-Nine Dollars and Fifty-Two Cents (\$249,139.52) for the purchase of Fifty (50) Taser-10 energy devices.

The agreement includes cartridges, batteries, holsters, technical support, warranty coverage, Virtual Reality (VR) de-escalation training, and onsite instructor training for up to five (5) staff members to become certified Taser instructors. The total cost reflects a credit of approximately \$47,000 for the trade-in of thirty (30) existing Taser-7 devices and approximately 200 Taser-7 cartridges.

BACKGROUND

The Community Improvement Services Department is comprised of Code Enforcement, Business Licensing, Parking, and Security Officers. Staff are routinely placed in situations involving aggressive, non-compliant, and at times assaultive individuals.

To enhance officer safety and improve response capabilities, the Department utilizes conducted energy devices as a less-lethal option to de-escalate dangerous encounters.

The proposed Taser-10 platform represents the next generation of conducted energy devices, offering improved safety features, increased effectiveness, and enhanced training capabilities through integrated Virtual Reality (VR) systems. These tools are critical in reducing the likelihood of serious injury to both staff and members of the public.

Additionally, the Department has expanded enforcement personnel, increasing the need for additional devices to ensure all eligible uniformed officers are properly equipped.

STATEMENT OF ISSUE

On June 22, 2021, the City Council adopted Resolution No. 25,501, authorizing the purchase of Taser-7 devices. That agreement is set to expire in August 2026, and the existing equipment will be at the end of its service life and warranty period.

To maintain operational readiness and ensure continued staff safety, the Department is seeking to transition from the Taser-7 to the updated Taser-10 system.

Axon Enterprise, Inc. has provided the City with a quote through the Sourcewell cooperative purchasing program, which satisfies competitive procurement requirements. The City has participated in Sourcewell since 2007 as an approved purchasing method.

The proposal includes fifty (50) Taser-10 energy devices and accessories, Virtual Reality-based de-escalation and scenario training, onsite training to certify up to five (5) staff as authorized Taser instructors, ongoing technical support and warranty, and a trade-in credit of approximately \$47,000 for thirty (30) Taser-7 devices and approximately 200 cartridges.

In order to provide the Community Improvement Services Department officers with the equipment necessary to provide public safety services, City Council authorization is requested for the City Manager to issue a purchase order to Axon Enterprise, Inc in an amount not to exceed Two Hundred Forty-Nine Thousand One Hundred Thirty-Nine Dollars and Fifty-Two Cents (\$249,139.52).

FINANCIAL IMPACT

The cost for this purchase is not to exceed Two Hundred Forty-Nine Thousand One Hundred Thirty-Nine Dollars and Fifty-Two Cents (\$249,139.52). Funds for this expenditure will be allocated in the Community Improvement Services Department 2026-2027 Fiscal Year Budget in Account No. 1001-670-000-4266 and will be appropriated into each of the subsequent Fiscal Years through budget adoption.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

**ANTHONY WARD, DIRECTOR
COMMUNITY IMPROVEMENT SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

JEROME GROOMES
ACTING CITY MANAGER



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-833325-46133AS

Issued: 04/21/2026

Quote Expiration: 06/26/2026

Estimated Contract Start Date: 09/01/2026

Account Number: 509751

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
404 N. Alameda Ave 404 N Alameda St Compton, CA 90221-2604 USA	Compton Code Enforcement - CA 404 N Alameda St Compton CA 90221-2604 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@axon.com Fax: (480) 463-2201	Bernice Abram Phone: 310.605.5689 Email: babram@comptoncity.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$231,872.00
ESTIMATED TOTAL W/ TAX	\$249,139.52

Discount Summary

Average Savings Per Year	\$23,097.76
TOTAL SAVINGS	\$115,488.78

Payment Summary

Date	Subtotal	Tax	Total
Aug 2026	\$46,374.40	\$3,453.52	\$49,827.92
Aug 2027	\$46,374.40	\$3,453.52	\$49,827.92
Aug 2028	\$46,374.40	\$3,453.52	\$49,827.92
Aug 2029	\$46,374.40	\$3,453.52	\$49,827.92
Aug 2030	\$46,374.40	\$3,453.44	\$49,827.84
Total	\$231,872.00	\$17,267.52	\$249,139.52

Quote Unbundled Price:	\$347,350.00
Quote List Price:	\$279,370.00
Quote Subtotal:	\$231,872.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00032	TASER 10 CERTIFICATION STANDARD PLAN	50	60	\$113.65	\$90.99	\$75.52	\$226,560.00	\$17,267.52	\$243,827.52
A la Carte Services									
102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1			\$6,400.00	\$5,312.00	\$5,312.00	\$0.00	\$5,312.00
Total							\$231,872.00	\$17,267.52	\$249,139.52

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION STANDARD PLAN	100122	AXON VR - HEADSET - BATTERY	2	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100126	AXON VR - TACTICAL BAG	2	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	50	2	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100399	AXON TASER 10 - CARTRIDGE - LIVE	750	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	350	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100591	AXON TASER - CLEANING KIT	1	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	50	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100748	AXON VR - CONTROLLER - TASER 10	2	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101125	AXON VR - HOLSTER - T10 BLACKHAWK GRAY - LH	4	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	5	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101751	AXON VR - HEADSET - HTC FOCUS VISION	2	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	50	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	30	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	102186	AXON TASER 10 - COMMAND BOX	1	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	5	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	50	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	08/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION STANDARD PLAN	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	250	1	08/01/2027
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	250	1	08/01/2028
TASER 10 CERTIFICATION STANDARD PLAN	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	2	1	02/01/2029
TASER 10 CERTIFICATION STANDARD PLAN	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	02/01/2029
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	250	1	08/01/2029
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	250	1	08/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 CERTIFICATION STANDARD PLAN	101180	AXON TASER - DATA SCIENCE PROGRAM	50	09/01/2026	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	101703	AXON VR - USER ACCESS - TASER SKILLS	50	09/01/2026	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	1	09/01/2026	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	50	09/01/2026	08/31/2031

Services

Bundle	Item	Description	QTY
TASER 10 CERTIFICATION STANDARD PLAN	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	50
TASER 10 CERTIFICATION STANDARD PLAN	101193	AXON TASER - ON DEMAND CERTIFICATION	50
A la Carte	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 CERTIFICATION STANDARD PLAN	100197	AXON VR - EXT WARRANTY - HEADSET	2	08/01/2027	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	50	08/01/2027	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	08/01/2027	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	2	08/01/2027	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	50	08/01/2027	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	5	08/01/2027	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	08/01/2027	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	08/01/2027	08/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	404 N Alameda St	Compton	CA	90221-2604	USA
2	404 N Alameda St	Compton	CA	90221-2604	USA

Payment Details

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	\$1,062.40	\$0.00	\$1,062.40
Annual Payment 1	C00032	TASER 10 CERTIFICATION STANDARD PLAN	50	\$45,312.00	\$3,453.52	\$48,765.52
Total				\$46,374.40	\$3,453.52	\$49,827.92

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	C00032	TASER 10 CERTIFICATION STANDARD PLAN	50	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	\$1,062.40	\$0.00	\$1,062.40
Annual Payment 2	C00032	TASER 10 CERTIFICATION STANDARD PLAN	50	\$45,312.00	\$3,453.52	\$48,765.52
Total				\$46,374.40	\$3,453.52	\$49,827.92

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	\$1,062.40	\$0.00	\$1,062.40
Annual Payment 3	C00032	TASER 10 CERTIFICATION STANDARD PLAN	50	\$45,312.00	\$3,453.52	\$48,765.52
Total				\$46,374.40	\$3,453.52	\$49,827.92

Aug 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	\$1,062.40	\$0.00	\$1,062.40
Annual Payment 4	C00032	TASER 10 CERTIFICATION STANDARD PLAN	50	\$45,312.00	\$3,453.52	\$48,765.52
Total				\$46,374.40	\$3,453.52	\$49,827.92

Aug 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	\$1,062.40	\$0.00	\$1,062.40
Annual Payment 5	C00032	TASER 10 CERTIFICATION STANDARD PLAN	50	\$45,312.00	\$3,453.44	\$48,765.44
Total				\$46,374.40	\$3,453.44	\$49,827.84

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. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

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

Refresh Shipment Timing

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

Shipment Timing

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

Signature

Date Signed

4/21/2026





Solicitation Number: 101223

CONTRACT

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

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

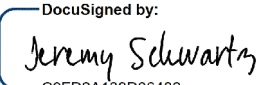
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell

Axon Enterprise, Inc.

DocuSigned by:

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

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

DocuSigned by:

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

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

Exhibit A
Axon Master Services and Purchasing Agreement (MSPA)



Master Services and Purchasing Agreement for Agency

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

1. **Definitions.**

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

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

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

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

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

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

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

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

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Department: Legal

Version: 19.0

Release Date: 8/18/2023



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

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

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

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

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

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

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

- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

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

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Department: Legal

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

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

**AXON****Master Services and Purchasing Agreement for Agency****18. General.**

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

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

AXON:**AGENCY:**

Choose an item.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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Axon Cloud Services Terms of Use Appendix

1. Definitions.

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

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

- a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
- b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



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

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

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

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



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

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



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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

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



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

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



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Professional Services Appendix

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

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

System set up and configuration

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

Dock configuration

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

Best practice implementation planning session

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

System Admin and troubleshooting training sessions

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

Axon instructor training (Train the Trainer)

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

Evidence sharing training

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

End user go-live training and support sessions

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

[Implementation document packet](#)

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

Post go-live review

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

System set up and configuration (Remote Support)

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



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Dock configuration

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

Axon instructor training (Train the Trainer)

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

End user go-live training and support sessions

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

[Implementation document packet](#)

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

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

System set up and configuration

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

Dedicated Project Manager

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

Best practice implementation planning session to include:

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

System Admin and troubleshooting training sessions

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

Axon Evidence Instructor training

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

TASER CEW inspection and device assignment

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

Post go-live review

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

For the CEW Starter Package: Virtual assistance included.

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

Archival of CEW Firing Logs

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



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Return of Old Weapons

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

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

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

System set up and configuration (Remote Support)

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

Axon instructor training (Train the Trainer)

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

Classroom and practical training sessions

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

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

System set up and configuration (Remote Support)

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

Axon instructor training (Train the Trainer)

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

Classroom and practical training sessions

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

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

10. **Signal Sidearm Installation Service.**

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

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

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



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



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Technology Assurance Plan Appendix

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

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



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TASER 7 Appendix

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

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

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

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



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



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TASER 10 Appendix

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

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

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

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



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Axon Auto-Tagging Appendix

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

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



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Axon Fleet Appendix

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

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



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



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Axon Respond Appendix

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

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



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Add-on Services Appendix

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

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



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Axon Auto-Transcribe Appendix

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

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



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Axon Virtual Reality Content Terms of Use Appendix

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

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



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Axon Evidence Local Software Appendix

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

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



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Axon Application Programming Interface Appendix

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

1. **Definitions.**

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

2. **Purpose and License.**

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

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

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

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

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

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



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



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Advanced User Management Appendix

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

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



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Axon Channel Services Appendix

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

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



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



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VIEVU Data Migration Appendix

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

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



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Axon Technical Account Manager Appendix

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

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

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

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks

Maintaining **Agency's Axon Evidence account**

Connecting Agency to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and **devices for Agency leadership team(s)**

Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**

Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows

Comparing **Agency's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices

Proactively monitoring the health of **Axon equipment**

Creating and monitoring RMAs **on-site**

Providing Axon app support

Monitoring and testing new firmware and workflows before they are released to Agency's production environment

Agency Advocacy

Coordinating **bi-annual voice of customer meetings with Axon's Device Management team**

Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

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



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Account Maintenance

Conducting remote training on new features and **devices for Agency's leadership**

Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing an **Agency's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of **Agency meetings with Device Management team**

Recording and tracking Agency feature requests and major bugs

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



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Axon Investigate Appendix

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

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



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



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My90 Terms of Use Appendix

Definitions.

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

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

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

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

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



Master Services and Purchasing Agreement for Agency

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

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

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



Master Services and Purchasing Agreement for Agency

Schedule 1- Details of the Processing

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

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

Vendor Details

Company Name: Axon Enterprise, Inc.

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

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

Contact: Sales Ops

Email: contracts@axon.com

Phone: 480-905-2000

Fax: 480-991-0791

HST#: 86-0741227

Submission Details

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

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

Submitted By: Sales Ops

Email: contracts@axon.com

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

Submitter's IP Address: 69.207.124.95

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

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

Table 2: Company Information and Financial Strength

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

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

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

Table 3: Industry Recognition & Marketplace Success

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

Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

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

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

Table 6: Ability to Sell and Deliver Service

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

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

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

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

Table 7: Marketing Plan

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

Table 8: Value-Added Attributes

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

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

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

ALPR DETECTION

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

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

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

ALPR ALERTS

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

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

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

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

RESPONDING TO ALPR ALERTS

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

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

FLOCK ALPR INTEGRATION

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

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

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

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

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

Table 10: Payment Terms and Financing Options

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

Table 11: Pricing and Delivery

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

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

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

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

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

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

leave the vehicle at a moment's notice.

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

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

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

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

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

Axon Body 3

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

AB3 Features and benefits

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

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

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

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

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

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

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

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

Fleet 3 with ALPR

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

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

Features and Benefits

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

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

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

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

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

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

EMBEDDED AXON SIGNAL TECHNOLOGY tied to configurable triggers that

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

Axon Signal Sidearm

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

Axon Respond+

Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications. This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified.

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

A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support. A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond.

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

Axon Community Request+

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

Axon Interview Room

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

Axon Device Manager

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

Managing Evidence

Axon Evidence

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

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

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

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

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

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

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

Third-party video support

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

Auto-transcribe

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

Auto-tagging

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

Axon Records

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

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

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

Axon Investigate

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

Improving Performance

Axon Performance

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

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

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

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

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

Axon Standards

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

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

Axon My90

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

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

Axon Virtual Reality

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

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

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

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

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

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

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

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

support experience.

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

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

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

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

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

Our programs typically include items required to:

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

managing all body-worn LTE data plans.

Create your initial configuration in Axon Evidence;

Train your administrators;

Install your in-car cameras and, Provide long term support.

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

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

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

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

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

FIELD TRAINING OFFICERS – Officers who represent the end users of the devices.

EVIDENCE CUSTODIANS –

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

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

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

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

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

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

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

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

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

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

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

Training

Training Overview

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

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

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

Training Materials

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

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

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

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

Key User Training (Train the Trainer)

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

System Administration Training

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

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

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

Axon Evidence User Training

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

Recommended Class Structure / Training Plan

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

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

sessions.

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

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

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

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

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

Additional Training Resources and Continued Learning

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

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

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

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

Training content is developed and maintained by Axon subject matter

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

Fleet 3 Installation

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

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

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

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

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

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

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

Long Term Support

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

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

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

Customer Success Manager

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

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

24/7/365 Technical Support

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

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

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

ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud
 CALEA Standard 17.5.4 Compliant
 HIPAA and HITECH
 AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence)
 Cloud Security Alliance - CSA STAR Attestation (Level Two)
 Cloud Security Alliance - CSA STAR Self-Assessment (Level One)
 Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508

BWC Security Overview

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

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

Physical Security

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

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

Software/Firmware Security

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

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

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

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

HASH TREE IMPLEMENTATION – Facilitates multiple layers of forensic integrity;

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

Secure Transfer

The Secure Upload Process

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

During offload from the camera to Axon Evidence:

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

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

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

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

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

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

☒ Yes ☐ No

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

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

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

**AMENDMENT #1
TO
CONTRACT # 101223-AXN**

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

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

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

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

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

Sourcewell

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

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

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

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

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

**AMENDMENT #2
TO
CONTRACT # 101223-AXN**

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

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

On April 28, 2025, the parties signed a Price and Product Change Request (PNP) amendment to expand Supplier’s product range to offer additional configuration choices for existing products.

NOW, THEREFORE, the parties wish to amend the Contract to add certain appendices related to that PNP, which are attached and incorporated into this Amendment, specifically:

- a. Appendix for AI Technology
- b. Drone Product Appendix

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

Sourcewell

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

Date: 5/11/2025 | 10:31 PM CDT

**Axon Enterprise, Inc. and its Canadian
affiliate Axon Public Safety Canada, Inc.**

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

Date: 5/7/2025 | 2:44 PM MST

**AMENDMENT #3
TO
CONTRACT #101223-AXN**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier).

Sourcewell entered into a contract (101233-AXN) with Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027.

The Parties wish to incorporate further changes into the Contract in order to add additional products and services.

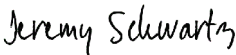
The Parties therefore agree as follows:

The attached and incorporated appendices are hereby replaced in their entirety within the Contract: ALPR Appendix (replacing Axon Fleet Appendix).

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

Sourcewell

Signed by:



C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating Officer

Date: 8/12/2025 | 4:12 PM CDT

Axon Enterprise, Inc.

Signed by:



55DAEBB131A4424...

By: _____

Robert E. Driscoll
Deputy Corporate Counsel

Date: 8/14/2025 | 11:27 AM MST

AXON ALPR APPENDIX

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, “**Axon Fleet**”) or Axon Outpost or Axon Lightpost (collectively all “ALPR Products”) is included on the Quote, this Appendix applies.

Customer Responsibilities.

1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products 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.
2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule.

Third-party Installer. Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

1. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or “Outpost Technology Assurance Plan” (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.
2. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon 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 Upgrade.
3. Within thirty (30) days of receiving the Axon 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 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.

Axon Fleet Specific Terms.

1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, 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. By accepting a 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 the applicable 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.

2. **Axon Vehicle Software License.** 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.
3. **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.

Axon Outpost Specific Terms.

1. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

Axon Lightpost Specific Terms.

1. **Ubiquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubiquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

Wireless Offload Server.

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.
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.
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.

WOS Support. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

1. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

**AMENDMENT #4
TO
CONTRACT #101223-AXN**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier).

Sourcewell entered into a contract (#101223-AXN) with Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027.

Supplier has requested to update an Appendix to the Contract.

Now Therefore, the Parties agree as follows:

Exhibit A of the Contract is amended to incorporate the following into the Axon Master Services and Purchasing Agreement, Axon Cloud Services Terms of Use Appendix:

1. Carbyne Products and Services

1.1. Privacy Policy. Carbyne Privacy Policy governs the collection, use and disclosure of certain data provided to Axon in connection with Customer's use of the Carbyne products and services. The current policy is located: <https://carbyne.com/app-privacy-policy/> and is incorporated into this Agreement by reference.

1.2. Data Retention and Storage. Unless Customer provides Axon with written instruction otherwise, Axon will retain Customer Content which uploaded to the Carbyne cloud services or which is recorded or stored in the course of your use of the Carbyne products and services, for a period of two years (the period we retain your data referred to as the "Data Retention Period"), provided that Customer acknowledges it is responsible for your compliance with any applicable data retention laws. Customer Content is automatically deleted after the Data Retention Period; however, at any time prior to such deletion, Customer may download Customer Content which has been stored on the Carbyne Cloud Services. Customer is solely responsible for the retention of such data for any applicable retention periods and for the purpose of any subsequent data requests.

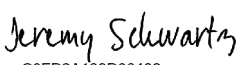
1.3. Disclaimer. CUSTOMER ACKNOWLEDGES THE CARBYNE PRODUCTS DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. AXON MAKES NO REPRESENTATION THAT CARBYNE PRODUCTS ARE AN INTERCONNECTED VOIP SERVICE.

2. Prepared Products and Services.

2.1. Prepared product deployment timelines for Prepared products within the Scope of Work (SOW) shall be mutually agreed to by the Parties in the SOW. The initial deployment of Assistive Call Taking (ACT) may take up to 12 months from the execution of the SOW and the service start date listed in the Agreement; deployments of the remaining Prepared products may take up to twenty-four (24) months from the execution of the SOW. Axon must confirm feasibility based on technical requirements for prepared products prior to the execution of the SOW.

2.2. Customers using Solacom (Comtech CHE) call handling equipment in a multi-tenant configuration are not eligible for Prepared ACT or Prepared AQA, as call audio cannot be isolated to a single agency. Such Customers remain eligible for ANET and Assist Dispatch. Customers on Solacom single-tenant configurations are eligible for all Prepared products, subject to SPAN port fees described below.

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

Sou ^{Signed by:}

^{C0FD2A139D06489...}
By: _____
Jeremy Schwartz
Chief Operating and Procurement Officer
Date: 3/11/2026 | 7:54 PM CDT

Axo ^{Signed by:}
Robert Driscoll
^{55DAEBB131A4424...}
By: _____
Robert E. Driscoll
Deputy Corporate Counsel
Date: 3/12/2026 | 10:51 AM MST

May 12, 2026

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: COMMUNITY DEVELOPMENT DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND TO ESTABLISH A PURCHASE ORDER FOR PACIFIC HAULING AND CONSTRUCTION FOR DIRT REMOVAL AND DUMPING SERVICES ON SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON (\$67,500.00)

SUMMARY

Adoption of this Resolution will authorize the City Manager to enter into a Dirt Removal and Dumping Service Agreement with Pacific Hauling and Construction for the remainder of Fiscal Year 2025-2026. This agreement, at a cost not to exceed \$67,500.00, provides for the comprehensive cleanup and hauling of dirt, concrete, and debris from properties located at 16208 and 16216 South Atlantic Avenue, including an adjacent small area. These three contiguous lots form a single large triangular parcel owned by the Successor Agency, commonly referenced as 16208 S. Atlantic Avenue. Additionally, this Resolution will establish a Purchase Order in the amount of sixty-seven thousand five hundred dollars and zero cents (\$67,500.00) for services rendered.

BACKGROUND

The Successor Agency is required to secure properties to prevent unauthorized access and limit liabilities. These properties are slated for disposition and development under the "Dissolution Act" (AB 26 and AB 1484) and must be maintained to ensure public safety and deter illegal dumping and squatting by the unhoused.

STATEMENT OF THE ISSUE

The Successor Agency currently manages fifteen (15) properties that are frequently targeted by illegal dumping, graffiti, and unauthorized trespassing. Recent site inspections 16208 South Atlantic Avenue parcel revealed the following issues:

- **Fencing Failure:** Street-level inspections show the existing chain-link perimeter is structurally compromised, with sections visibly leaning and ineffective at securing the site.
- **High Visibility Blight:** The presence of large debris mounds and unstable fencing is highly visible to daily commuters.

- **Substantial Debris Volume:** Site documentation shows significant consolidated mounds of dirt and mixed waste that require professional heavy machinery for removal rather than manual cleanup.

To address these issues long-term, the Agency intends to install new, durable fencing. However, staff has determined that clearing the site prior to fence installation is necessary for the following reasons:

- **Site Leveling:** Existing mounds of dirt and concrete must be hauled away to level the grade for proper perimeter installation.
- **Damage Prevention:** Utilizing the heavy equipment required for hauling after a new fence is installed would create a high risk of accidental damage to the new infrastructure. Clearing the site first protects the City's investment.
- **Existing Accessibility:** The lot is currently equipped with a double swinging gate at a driveway approach, providing the necessary clearance for heavy machinery to perform the cleanup.

In the early part of October of this year, staff solicited service rate quotes from local vendors. Three proposals were received and are summarized below:

Contractor	Total Cost
Pacific Hauling and Construction	\$67,500.00
EverFence Corporation	\$76,000.00 - \$92,000.00
SoCal Junkmen LLC	\$240,000.00

Staff determined that Pacific Hauling and Construction submitted the most comprehensive and cost-effective proposal, making them the most suitable contractor for this service.

Therefore, staff recommends awarding them the contract to haul all dirt, concrete, mixed trash, and debris from the designated properties.

FISCAL IMPACT

Funds for this expenditure in the amount not to exceed Sixty-seven thousand five hundred dollars and zero cents (\$67,500.00) for services rendered will be available in the 2025-2026 Fiscal Year Budget in Account No. 1201-780-000-4266 (Successor Agency Fund Contract Services) upon Mayor and Council approval of the attached resolution.

RECOMMENDATION

Staff respectfully recommends that the City Council adopt the attached Resolution.

**CECIL FLOURNOY, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT**

APPROVED FOR FORWARDING:

**JEROME GROOMES
ACTING CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND TO ESTABLISH A PURCHASE ORDER FOR PACIFIC HAULING AND CONSTRUCTION FOR DIRT REMOVAL AND DUMPING SERVICES ON SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON (\$67,500.00)

WHEREAS, as part of the winding down of the former Community Redevelopment Agency’s (“CRA”) activities, the Successor Agency to the Community Redevelopment Agency of the City of Compton (“Successor Agency”) is mandated to secure properties to prevent unauthorized access on Successor Agency-owned parcels slated for disposition and development pursuant to AB 26 and 1484 (collectively known as the “Dissolution Act”); and

WHEREAS, the Successor Agency currently manages fifteen (15) properties for resale which are frequently targeted by illegal dumping, graffiti, and the unhoused; and

WHEREAS, recent inspections of the parcels located at 16208 and 16216 South Atlantic Avenue— contiguous lots forming a single large triangular parcel—have identified active unauthorized occupation, structurally compromised fencing, and substantial mounds of dirt and mixed waste; and

WHEREAS, the presence of high-visibility blight at this location, adjacent to the Long Beach Freeway (I-710) and Atlantic Avenue, necessitates professional heavy machinery for removal and site leveling to ensure public safety and prepare the grade for new perimeter fencing; and

WHEREAS, clearing the site prior to the installation of new infrastructure is necessary to prevent accidental damage to new fencing by heavy equipment and to protect the City's investment; and

WHEREAS, in October 2025, staff solicited service rate quotes from local vendors, receiving three (3) proposals as follows:

Contractor	Total Cost
Pacific Hauling and Construction	\$67,500.00
Everfence Corporation	\$76,000.00 - \$92,000.00
SoCal Junkmen LLC	\$240,000.00

WHEREAS, staff has determined that Pacific Hauling and Construction submitted the most comprehensive and cost-effective proposal, making them the most suitable contractor for these services; and

WHEREAS, funds for this expenditure in the amount not to exceed Sixty-seven thousand five hundred dollars and zero cents (\$67,500.00) will be available in the 2025-2026 Fiscal Year Budget in Account No. 1201-780-000-4266 (Successor Agency Fund Contract Services) upon Mayor and Council Approval.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager is hereby authorized to enter into a Dirt Removal and Dumping Service Agreement with Pacific Hauling and Construction in the

amount not to exceed Sixty-seven thousand five hundred dollars and zero cents (\$67,500.00) for the remainder of Fiscal Year 2025-2026 for the comprehensive cleanup and hauling of dirt, concrete, mixed trash, and debris from 16208 and 16216 South Atlantic Avenue.

SECTION 2. That funds for this expenditure in the amount not to exceed Sixty-seven thousand five hundred dollars and zero cents (\$67,500.00) will be available in the 2025-2026 Fiscal Year Budget in Account No. 1201-780-000-4266 (Successor Agency Fund Contract Services).

SECTION 3. That a purchase order for Pacific Hauling and Construction to provide dirt removal and dumping services is authorized to be established in the amount of \$67,500.00 for services rendered during the remainder of Fiscal Year 2025-2026.

SECTION 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, Law Division/City Attorney, City Controller, Successor Agency and City Clerk.

SECTION 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2026.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: SS

I, Satra D. Zurita, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2026.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS -
NOES: COUNCIL MEMBERS -
ABSTAIN: COUNCIL MEMBERS -
ABSENT: COUNCIL MEMBERS -

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON
AND
PACIFIC HAULING AND CONSTRUCTION**

This **AGREEMENT** is entered into by and between the **SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, a distinct and separate legal entity from the City of Compton created pursuant to the laws of the State of California (hereinafter referred to as "**SUCCESSOR AGENCY**") located at 205 South Willowbrook Avenue, Compton, California 90220 and **PACIFIC HAULING AND CONSTRUCTION** hereinafter referred to as "**CONTRACTOR**") located at 15733 Hart Street, Van Nuys, California 91406 (each a "Party" and collectively, the "Parties").

RECITALS

A. Successor Agency is a distinct and separate legal entity from the City of Compton created pursuant to the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Contract.

C. Successor Agency and Contractor enter into this Contract for the purpose of retaining Pacific Hauling and Construction (Contractor) to perform clean up and hauling of all dirt, concrete, mixed trash, and debris on properties owned by the Successor Agency ("Projects"/"Sites").

D. Authorization to enter into this Contract is pursuant to Resolution No. _____, adopted by the Board of Directors of the Successor Agency on _____, 2025.

NOW, THEREFORE, the Parties, for the consideration, terms and conditions herein described, mutually agree as follows:

1. Scope of Work to be Performed by Contractor. Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation work for clean up and hauling of all dirt, concrete, mixed trash, and debris on the following Successor Agency-owned properties:

Address	APN Numbers
• 16208 South Atlantic Avenue	7301-002-902
• Small area adjacent to 16216 South Atlantic Avenue	7301-002-901
• 16216 South Atlantic Avenue	7301-002-900

More specifically, Contractor shall comply with, provide and perform that work specified within Contractor's "**Proposals**" dated 10/3/2025 which are attached hereto and incorporated herein.

Contractor will be responsible for the professional quality, technical accuracy and coordination of the work. Contractor will, without additional compensation, correct or revise any errors or deficiencies in the work. Contractor agrees to perform all the said work and furnish all the said materials at its own cost and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the Successor Agency. Successor Agency acknowledges that physical bulk sampling of suspect asbestos containing materials during inspections may leave holes in materials tested and hereby release Contractor from liability associated with fixing affected materials.

Professional Services Agreement – Pacific Hauling and Construction
Dirt Removal for Successor Agency-owned Properties
Resolution No. _____/Successor Agency

Contractor shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical work, materials, tools, equipment, transportation, telephone, etc. (except for those items that go beyond the scope of work specified above or that the Successor Agency expressly agrees to provide or perform), used by Contractor in connection with this work.

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project, and shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances, and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Contractor shall be liable for all violations of such laws and regulations in connection with the Contractor's obligations on this Project. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Successor Agency, Contractor shall be solely responsible for all costs arising therefrom. Successor Agency is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a Successor Agency are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold Successor Agency, its officials, directors, officers, employees and agents (hereinafter "Successor Agency") free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

2. Key Personnel.

2.1 Contractor's Representative. Contractor hereby designates **Leon Azulay, Project Manager**, who shall be deemed to be Contractor's agent charged with administering this Contract and with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

2.2 Successor Agency's Representative. Successor Agency hereby designates **Cecil Flournoy, Community Development Director** or his authorized designee as Successor Agency's Representative for this Project.

3. Compensation. The method of payment for this Contract shall be based on an agreed maximum flat lump sum per Project/Site location. The total cost for all three properties listed below is **\$67,500.00**, with no additional costs for the second and third properties.

Property	Cost
16208 South Atlantic Avenue	\$67,500.00
Small area adjacent to 16216 South Atlantic Avenue	\$0.00 (Included)
16216 South Atlantic Avenue	\$0.00 (Included)
Total	\$67,500.00

The fees charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor work, expenses and subcontracted work. Any changes in the general scope of the work or a particular task, whether initiated by Successor Agency or Contractor, must be made in writing and accepted by the Parties. If the Parties believe that an adjustment to compensation or any scheduled completion dates is justified as a result of a significant change, the Parties will negotiate in good faith and agree to an adjustment to the work. Each adjustment to the work or an assigned task shall detail the agreed changes to the applicable work/task, responsibility, duty, pricing, time line or other matters. The contract/task adjustment will become effective upon the execution of a Change Order by both Parties, and shall be made part of this Contract and the applicable agreed work adjustment. Contractor shall not incur any costs or modify its performance of the work based on the modifications set

Professional Services Agreement – Pacific Hauling and Construction
Dirt Removal for Successor Agency-owned Properties
Resolution No. _____/Successor Agency

forth in a Change Order unless and until such Change Order is executed the Parties. Should any contract/task adjustments result in exceeding the maximum compensation authorized, as specified in this section, below, authorization of the Successor Agency's legislative body may be required.

Contractor's invoice(s) shall be delivered or mailed to the **Director of Community Development Department** at the following address: **Successor Agency of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

In the event of termination, the Contractor shall be entitled to compensation for the undisputed reasonable value of work performed to the effective date of termination, including any non-cancellable obligations incurred prior to termination; provided, however, that the Successor Agency may condition payment of such compensation upon the Contractor's delivery to the Successor Agency of any and all Successor Agency property, documents, reports, records and materials associated with the performance of this Contract. If the Contract is terminated, in no event shall the amount(s) paid Contractor exceed the total agreed payable compensation of **\$67,500.00.**

4. Commencement of Work. Time is of the essence with respect to all time limits set forth in this Contract.

4.1 Fence Installation Services. Contractor agrees to commence the work provided for herein within **ten (10) calendar days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Director of Community Development or his/her designee, and continue in a diligent, professional and worker-like manner without interruption until the work is completed. The Parties anticipate that the work may be completed within **1- 5 working days** after commencement of the work (this period is inclusive of time to procure needed materials, mobilization, etc.), unless the Parties agree to a different completion schedule or this Contract is extended, suspended or terminated as provided herein.

.a Notwithstanding any other provisions of this Contract, Contractor shall not be obligated to perform any work and the Successor Agency shall not be obligated to accept or pay for any work performed by the Contractor prior to issuance of a Notice to Proceed. The Successor Agency's knowledge of work being performed prior to issuance of the Notice to Proceed shall not obligate the Successor Agency to accept or pay for such work. Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work pursuant to this Contract.

4.2 Supervision of Work. Contractor shall supervise and direct the work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over all services means, methods, techniques, sequences and procedures and for coordinating all portions of the work. Contractor's work, and the result thereof, will be performed with and be the product of a high degree of professional skill and expertise.

5. Indemnity. Contractor shall indemnify and save harmless the Successor Agency, its officials, officers, employees, agents and volunteers (collectively hereafter the "Successor Agency") against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the Successor Agency and shall defend, indemnify and save the Successor Agency from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

This indemnification and hold harmless obligation does not extend to claims arising out of the sole negligence or willful misconduct of the Successor Agency.

6. Insurance.

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6.1 Insurance Requirements. The Contractor shall not commence work under this Contract until it has provided evidence satisfactory to the Successor Agency that it has secured all insurance coverage required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until such subcontractor(s) has secured all insurance required under this Section 6.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the Successor Agency, Contractor will maintain the types of coverage's and minimum limits indicated below, unless the Successor Agency Executive Director, in consultation with the Successor Agency General Counsel approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Contract. Successor Agency, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Contract are adequate to protect Contractor. The coverage will contain no special limitations on the scope of its protection to the below-designated insureds except for Workers Compensation insurance. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the Successor Agency may immediately terminate this Contract.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Successor Agency.

6.2 Minimum Scope of Insurance. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work. All insurance required hereunder shall be primary with respect to any insurance maintained by the Successor Agency and shall not call on the Successor Agency's program for contributions. Program(s) of insurance shall include:

.a Commercial General Liability. Contractor shall provide and maintain at its own expense during the term of this Contract a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

.b Workers' Compensation Insurance and Employer's Liability. Contractor shall provide and maintain at its own expense during the term of this Contract a policy of Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of **One Million Dollars (\$1,000,000)** per accident for bodily injury and which specifically covers all persons providing work by or on behalf of the Contractor and all risks to such persons under the Contract. Workers' Compensation and Employer's Liability insurance will not be required if Contractor has no employees and provides, to Successor Agency's satisfaction, a declaration stating this.

.c Automobile Liability. Automobile Liability Insurance with coverage with minimum limits of **One Million Dollars (\$1,000,000.00)** each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident."

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6.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Successor Agency for approval.

.a The policy or policies of insurance required by Section 6.2.a (Commercial General Liability) shall be endorsed to provide the following:

(1) Additional Insured: The Successor Agency, its officials, officers, employees, agents, and volunteers shall be named as “*additional insured*” with regard to liability and defense of suits or claims arising out of the performance of the Contract.

(2) Additional Insured Endorsements shall not (a) be restricted to "ongoing operations"; (b) exclude "contractual liability"; (c) restrict coverage to "sole" liability of Contractor; or (d) contain any other exclusions contrary to the Contract.

(3) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Successor Agency, except ten (10) days written notice shall be provided for non-payment of premium.

.b The policy or policies of insurance required by Section 6.2.b (Workers' Compensation) shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified Parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Successor Agency, except ten (10) days written notice shall be provided for non-payment of premium.

.c The policy or policies of insurance required by Section 6.2.c (Automobile Liability) shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Successor Agency, except ten (10) days written notice shall be provided for non-payment of premium.

.d The policy or policies of insurance required by Section 6.2.d (Contractor's Pollution Liability) shall be endorsed to provide the following:

(1) Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

(2) For projects involving transportation of hazardous waste/materials, include coverage for loading/unloading from the project site to final disposal locations, and all disposal locations shall be scheduled as non-owned disposal sites.

(3) If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

6.4 Waiver of Subrogation. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified Parties. Policies shall contain or be endorsed to contain such provisions.

6.5 Deductible. Any deductible or self-insured retention must be approved in writing by the Successor Agency and shall protect the indemnified Parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.6 Evidence of Insurance. *The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by the Successor Agency.* The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Successor Agency. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Successor Agency evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Subcontractors. All subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Successor Agency as an "additional insured" to the subcontractor's policies.

7. Safety.

7.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the work.

7.2 Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

.a Employees and all other persons at the location(s) where work is rendered ("Site(s)");

.b Materials and equipment stored on the Site(s) or off the Site(s) at locations for use in performance of the work; and

.c The assigned project Site(s) and all property located at the Site(s), whether or not said property or structures are part of the project or involved in the work.

7.3 Contractor shall designate an individual at the Site(s) of the assigned project in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

7.4 Losses not insured under property insurance which may arise from the performance of the work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by Successor Agency as a cost of work, or in any other manner.

7.5 If Successor Agency deems any part of the work or Site unsafe, Successor Agency may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop

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performance of the work or take corrective measures. Neither Successor Agency's order nor Contractor's action in response thereto shall be the basis for adjustment in the contract price or contract time.

8. Successors and Assigns. Successor Agency and the Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to partners, successors, assigns and legal representatives of such other Party in respect to all covenants, contracts and obligations contained in the Contract. Neither Party to the Contract shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Successor Agency. Any attempted assignment of this Contract without the written consent of both Parties is void.

9. Warranties. The Contractor guarantees work performed at the location from defective workmanship for a period of one (1) year following completion of the project.

If within one (1) year after the date of completion of the Contract, any of the work is found to be defective or not in accordance with the Contract, the Contractor shall correct it promptly after receipt of a written notice from the Successor Agency to do so, at the Contractor's expense. This obligation shall survive termination of the Contract. The Successor Agency shall give notice promptly after discovery of the condition.

10. Termination. Notwithstanding any other provisions of this Contract, this Contract may be terminated as follows:

10.1 If the Contractor becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the Successor Agency may, without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice, terminate this Contract.

10.2 If the Contractor persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if it fails to make prompt payment to subcontractors or for materials or labor, or it persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the Successor Agency may, without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice, terminate this Contract.

10.3 If either Party fails to perform or breaches any material obligation under this Contract, then, the non-breaching Party may, without prejudice to any other right or remedy and after giving the three (3) days written notice, terminate this Contract.

If the Successor Agency gives notice of termination, Contractor shall cease immediately all work in progress unless otherwise directed in writing by the Successor Agency. Upon termination Contractor shall furnish to the Successor Agency a final invoice for work performed to the date of the termination.

11. Ownership of Documents/Property. All electronic and hardcopy data, reports, documents, records, plans, discs, diskettes or other materials ("Documents") prepared, developed or discovered by or provided to Contractor during the course of providing work pursuant to this Contract and equipment/property installed shall be the property of the Successor Agency, whether or not the work is completed.

12. Force Majeure. In the event that performance by either Party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Contractor or any of Contractor's subcontractors), or other similar acts to those described above or other

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Resolution No. _____/Successor Agency

causes beyond the reasonable control of such Party, and without fault or negligence, said event shall excuse performance by such Party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, Successor Agency shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, Successor Agency shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

13. Notice. All notices, demands or requests to be given under this Contract shall be given in writing and conclusively shall be deemed received when: (a) delivered personally or via reputable delivery service (e.g. FedEx, etc.) or (b) on the fifth (5th) calendar day after the deposit thereof in the United States mail, postage prepaid and addressed as hereinafter provided, or (c) one business day after sent by facsimile transmission.

To Contractor:

Pacific Hauling and Construction
Attn: Leon Azulay, Project Manager
15733 Hart Street
Van Nuys, CA 91406
(818) 946-8808

To Successor Agency:

Successor Agency of the City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Community Development Director, Cecil
Flournoy
(310) 605- 5509
(310) 605-5598– fax.

With copy to:

Successor Agency of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Executive Director

In the event of any change of address, the moving Party is obligated to notify the other Party of the change of address in writing. Each Party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

14. Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to the work, work expenditures and disbursement charges to the Successor Agency for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Contractor shall maintain all documents and records which demonstrate performance under this Contract for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Successor Agency or a designated representative. Copies of such documents shall be provided to the Successor Agency, at its expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Contract.

15. Examination and Audit. This Contract shall be subject to examination and audit of the Successor Agency, State Auditor of the State of California and/or any duly authorized representative of

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the federal government, at the request of the Successor Agency, or as part of any audit of the Successor Agency, for a period of three (3) years, or longer if required by law, after final payment under this Contract.

16. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Contract or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Contract will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Contract or any applicable law.

17. Entire Contract/Amendments. The Executive Director, in consultation with General Counsel, may approve non-material amendments that do not increase the not-to-exceed compensation, do not extend the term, and do not materially change scope. Any amendment that increases compensation, extends the term, or materially changes scope requires Board approval.”.

18. General Provisions.

18.1 Governing Law and Severability. This Contract shall be governed by and construed under the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

Should any part of this Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Contract, which shall continue in full force and effect, provided that the remainder of this Contract, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

18.2 Federal and State Withholding Taxes. Contractor shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Contract. Contractor agrees to indemnify Successor Agency for any claims, costs, losses, fees, penalties, interest, or damages suffered by Successor Agency resulting from Contractor's failure to comply with this provision. Contractor shall be responsible for paying all federal and state income withholding taxes for all earning under this Contract.

18.3 Independent Contractor. Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the “Contractor”), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the Successor Agency of Compton, and is not authorized to act on behalf of the Successor Agency. Neither the Successor Agency nor any of its

officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Contract. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Contractor shall not at any time or in any manner, represent that Contractor is in any manner, officers, employees, agents or volunteers, joint venture or partner of the Successor Agency. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to Successor Agency officials, officers, or employees. Contractor expressly waives any claim to such rights. Contractor will not be eligible for any employee benefits, nor will Successor Agency make deductions from any amounts payable to Contractor of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Contract.

18.4 Covenants Against Contingent Fees. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person,

other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Contract. For breach or violation of this warranty, Successor Agency will have the right to terminate this Contract for nonperformance, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

18.5 Prohibition Against Employment Discrimination. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, gender, marital status, ethnicity, religion, age or medical condition as set forth in the California Labor Code Section 177.6, Government Code, Title VII of the Civil Rights Act and the Civil Rights Act of 1991 and any amendments to the above. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, 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, gender, marital status, ethnicity, religion, age or medical condition.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or part and the Contractor may be declared ineligible for further Government contracts and such other sanctions may be imposed and remedies invoked as provided by law.

18.6 Prevailing Wage Requirements. Contractor's duty to pay State prevailing wages can be found under California Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractor's responsibility to ensure payment of prevailing wages and inform all subcontractors that prevailing wage requirements apply to this Project from commencement of the Contract through completion of the work.

18.7 Employment Eligibility. Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of this Contract. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors performing any work relating to this Project or this Contract to make the verifications and comply with all requirements and restrictions provided herein. The Successor Agency shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in this section. Should Contractor employ undocumented aliens for the performance of work covered by this Contract, and should any liability or sanctions be imposed against the Successor Agency for such use of undocumented aliens, Contractor hereby agrees to and shall reimburse Successor Agency for the cost of all liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Successor Agency.

18.8 Licenses. Contractor verifies that it possesses all required **"Class"** Contractor's License(s) adequate to perform the work herein described and that all subcontractors of Contractor have equivalent licenses for their specific trades. Contractor further verifies that it and its subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under the Labor Code, if applicable to the work.

**Professional Services Agreement – Pacific Hauling and Construction
Dirt Removal for Successor Agency-owned Properties
Resolution No. _____/Successor Agency**

18.9 Permits. Contractor understands and assumes all risk and sole responsibility, without any adjustment to the Contract Price or Contract Time, for obtaining all permits, licenses and approvals that may be necessary for the Project to be completely performed and ready for acceptance or occupancy by Successor Agency.

Prior to or at the time of execution of this Contract, the Contractor, and all Contractor's subcontractors, shall obtain and maintain all licenses, permits, and approvals required to conduct business within the City of Compton, including a valid City business license as required by Compton Municipal Code Section 9-1.2."

19. Miscellaneous. Contractor and Successor Agency acknowledge that the terms of this Contract have been mutually negotiated and that such documents shall not be interpreted against either Successor Agency or Contractor on the basis that either Party was responsible for or in control of the drafting of such documents.

Should either Party hereto, or any representative, successor or assign of either Party hereto, resort to litigation to enforce the provisions of this Contract, the Party or Parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the Party or Parties against whom enforcement is sought.

IN WITNESS WHEREOF, Contractor has executed this Contract, and the Successor Agency, by its Successor Agency Executive Director, who is authorized to do so, has executed this Contract.

PACIFIC HAULING AND CONSTRUCTION

By: _____
Name: Leon Azulay
Title: Project Manager
Date: _____

**SUCCESSOR AGENCY TO THE COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**

By: _____
Name: Willie A. Hopkins
Title: Executive Director
Date: _____

Approved as to form:

By: _____
Name: Janene McIntyre
Title: General Counsel
Date: _____

ATTEST:

By: _____
Name: Satra D. Zurita
Title: Secretary
Date: _____



Pacific Hauling and Construction

Estimate

15733 Hart Street
Van Nuys, CA 91406
Lic # 1065879

Date	Estimate #
10/3/2025	10537

Name / Address	Ship To
Calicia Godwin 16208 Atlantic Pl, Paramount, CA 90723	Calicia Godwin 16208 Atlantic Pl, Paramount, CA 90723 <i>Comm. Dev. Success Area 205 S. Willowbrook Ave</i>

		Project
Description	Qty	Total
-Scope of work- - Clean up and hauling of all dirt, concrete, mixed trash, and debris. - Sorting and recycling of materials as required. - Clean up and removal of all debris left by unhoused individuals on the property. Notes - It is the client's responsibility to ensure the removal of any unhoused individuals from the property prior to the start of work. - This estimate covers cleanup, sorting, recycling, and hauling of debris only. General Terms: 1- The builder/owner will be responsible for providing all necessary plans, permits, surveys, structure observation, deputy reports/inspections, soil inspection, and memo report. 2- Pacific Hauling and Construction is responsible for providing all necessary materials, tools, and equipment to complete the job. 3- Pacific Hauling and Construction is responsible for the equipment and transportation of the equipment required for the construction project. 4- Pacific Hauling and Construction is solely responsible for paying their employees and subcontractors involved in the project. 5- Pacific Hauling and Construction affirms that all their employees and subcontractors have the proper permits and training required for the construction project. 6- The builder/owner agrees to pay for any additional costs incurred by Pacific Hauling and Construction due to changes made to the original project scope. 7- The builder/owner agrees to provide Pacific Hauling and Construction with access to the property during designated work hours.		67,500.00
Total		

Signature _____

Phone #
818-799-6142



Pacific Hauling and Construction

Estimate

15733 Hart Street
Van Nuys, CA 91406
Lic # 1065879

Date	Estimate #
10/3/2025	10537

Name / Address
Calicia Godwin 16208 Atlantic Pl, Paramount, CA 90723

Ship To
Calicia Godwin 16208 Atlantic Pl, Paramount, CA 90723

Project

Description	Qty	Total
8- Any changes to the plans after construction begins must be agreed upon by Pacific Hauling and Construction and the builder/owner in writing. 9- The builder/owner acknowledges that the timeline for the project is subject to factors such as weather conditions, unforeseen site conditions, and timely provision of necessary information and approvals. Any delays caused by these factors may require adjustments to the project schedule, and Pacific Hauling and Construction will make reasonable efforts to minimize any impact on the timeline. 10- Pacific Hauling and Construction will exercise reasonable care to protect the existing property and surroundings during the construction process. However, the builder/owner understands that some disturbances, such as noise, dust, and minor inconveniences, are inherent to construction activities. 11- It is the builder/owner's responsibility to ensure that the site is accessible and free from any obstacles or encumbrances that may hinder construction work or pose safety risks. Any costs or delays resulting from inadequate site conditions or lack of access will be the responsibility of the builder/owner. 12- Pacific Hauling and Construction will comply with applicable building codes, regulations, and industry standards during the construction process. 13- The builder/owner understands that any changes or modifications required by regulatory authorities may necessitate adjustments to the project scope or timeline, which will be communicated and agreed upon in writing.		
Total		\$67,500.00

Signature _____

Phone #
818-799-6142



License #1063022
DIR#1000708605

EverFence
Fence Made Easy™
204 W Carleton Ave Orange, CA 92867
Phone: (562) 946-2872
Website: www.everfence.com

Quote Number: 2862

WAGE: Privalling

To: City of Compton

Project Name: City of Compton- 16208 S. Atlantic Ave.

Project Address: 16208 Atlantic Ave, Compton, CA 90221

Attention: Cecil Flournoy

Phone: 310.605.5559

Email: cflournoy@comptoncity.org

EverFence Contact: Chris Espinoza

Phone: 562-540-0329

Email: ChristianE@everfence.com

Quote Date: Monday, November 3, 2025

Quote Valid to: Friday, November 28, 2025

Fence Specifications

Footing Specifications

Gate Specifications

Item No.	Description	Qty	UOM	Rate	Total
CO#6	Dirt/Spoils Removals and Haul Away: Estimated Between 12 and 16 Truck Loads on project to Remove Dirt and Haul Away	1	Per Load	\$ 5,000.00	\$ 5,000.00
	Estimated 2 - 3 Days of Labor/Crew to Remove Dirt and Haul Away	1	Per Day	\$ 2,000.00	\$ 2,000.00
	Estimated 2 - 3 Days to Use an Operator to Remove Dirt and Haul Away	1	Per Day	\$ 2,000.00	\$ 2,000.00

Estimated Start Date: TBD

1. This is an estimated installation date based on current availability, materials, and weather, from the date of Deposit Received.
2. EverFence will update you immediately if there are any unforeseen situations that may cause a delay.

ACCEPTED AS OF THE DATE HEREOF BY:

Name:

Signature:

Date:

By signing, the customer agrees they have read and understand all the terms and conditions of this contract

Attention: City of Compton
Project Address: 16208 Atlantic Ave, Compton, CA 90221
By Phone: Cecil Flournoy
By Email: 310.605.5559 Email: cflournoy@comptoncity.org

Quote Number: 2862



ADDENDUMS NOTED:

EverFence General Standard INCLUSIONS:

This bid offer and price is withdrawn if not accepted in writing within 30 days.

These terms control the scope and shall be included in any later sub-contract.

If this project is OCIP, then the cost credit is accounted for in this bid. Credits will not be given later.

Contractor to provide a minimum of 6 weeks notification prior to mobilization. If fabrication is required, allow 6 to 8 weeks from the time measurements are taken.

Should underground manmade buried objects be encountered affecting our ability to preform the work as originally bid, work will be tracked using tentative agreements and submitted for payment under T&M.

Total bid price includes 3 move-ins, any additional move-ins required add \$3,175.00 each.

Concrete anchor blocks and concrete pads are excluded.

Total bid cannot be separated without prior approval from EverFence management.

Price contingent upon access of EverFence Truck and Skidsteer.

General Contractor to provide secure laydown yard and TWW Bin staging area for EverFence.

Sleeves provided by EverFence, placed and cleaned out by others.

EverFence General Standard Exclusions:

TRAFFIC CONTROL, FLAGGING, CONCRETE ANCHOR BLOCKS, CONCRETE SLABS/PADS/MOW STRIPS, ASPHALT OR CONCRETE PATCH WORK, MINOR CONCRETE VEGETATION CONTROL, UNDERGROUND UTILITIES, EXCAVATION, FILL, EXTRA DIRT FOR BACKFILLING, GRADING, STAKING, SURVEYING, SPOILS REMOVAL FROM POINT OF EXCAVATION, CLEARING & GRUBBING GUARDRAIL AND FENCE LINE, BLOCKOUTS, CORE-DRILLING, DRILLING BOLT PATTERNS IN BARRIERS, DRILLING IN SOLID ROCK FORMATIONS, SAWCUTTING, GROUNDING, PAINTING, MAINTENANCE OF INSTALLED FENCING AND GUARDRAIL, POTHOLING, CONCRETE WASHOUTS, ENGINEERING, BOND FEE'S, PERMITS AND/OR MISCELLANEOUS FEE'S.

Project Specific Exclusions:

ENGINEERING, STRUCTURAL CALCULATIONS, REMOVAL OF SOIL SPOILS FROM SITE, CORE DRILLING, SAW CUTTING, HAND DIG, POTHOLING, CONCRETE OTHER THAN POST FOOTINGS, TEMPORARY FENCES, ELECTRICAL, CONDUITS, WIRING, SURVEYING, UTILITY SCANNING, PLA, CWA, UNION LABOR, INSPECTION FEES, PERMITS, CONCRETE MOUNTING PADS, SPECIALTY GATE HARDWARE, ENAMEL PAINT, ACCESS CONTROLS OTHER LISTED HYDRO VACUUM DIGGING

Buyers Acknowledgement

By signing, the customer agrees they have read and understand all the terms and conditions of this contract

Attention: City of Compton

Quote Number: 2862

Project Address: 16208 Atlantic Ave, Compton, CA 90221

By Phone: Cecil Flournoy

By Email: 310.605.5559

Email: cflournoy@comptoncity.org



TERMS AND CONDITIONS

THE CALIFORNIA MECHANIC'S LIEN LAW - Under California's Mechanic's Lien Law, any contractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen, even if you paid your contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

Unless otherwise specified in writing, the Customer is responsible for:

- A. Marking sprinklers and property lines.*
- B. Obtaining required building permits.*
- C. Damaged sprinkler lines.*
- D. Notifying neighbors/neighboring property owners of work to be done.*
- E. Removal of all plants, trees, greenery, obstructions, etc. on the fencing line.*

Customer agrees to hold contractor harmless and not liable for zoning laws or other provisions regarding the construction of fences, decks or other projects when done in compliance with customer's instructions.

A 20-day preliminary lien notice will be filed if full payment is not made within 5 days of completion of the project. Completion is signified by the signature and completion of the Installation Completion Form. If repairs are required, the customer may only hold 10% retention until the repairs have been completed.

Everfence Corporation assumes no responsibility for damage to bricks, pavements, or any other surface item during setting posts or other items related to the installed product. Everfence Corporation is not responsible for the structural integrity of block, masonry brick, or other walls on top of which we install fence or other materials. Everfence Corporation is not responsible for waterproofing of existing structures and surfaces.

Line of work shall follow Client's/surveyor's stakes and lines; or as closely as is reasonably possible or the old fence line wherever such is readily visible, and no obstruction exists. A new fence line may deviate as necessary to accommodate construction of new fence. Removal of obstructions to work is the expense and responsibility of the customer unless otherwise noted in the contract.

Fence heights in contract are approximate. Exact height of fences is at sole discretion of the contractor and shall be determined during progress of work based on most efficient methods of construction. Heights follow ground level, as necessary.

Customer shall advise contractor of all drain, sprinkler, underground utilities, and other objects on premises which may be adversely affected by excavation. Notice shall be submitted in writing by client to contractor before beginning work or contractor is released from all liability for damage to said utilities or other underground fixtures or equipment.

Client agrees to pay all monies due to the Everfence Corporation immediately upon completion of job. If not received within 5 days, a \$50.00 (USD) late fee will be applied to the final bill.

Customer consents to placard being placed on fence for warranty purposes. EverFence also has the rights to using any fence installed for marketing purposes.

NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty of obligation, within three business days from the signed date of this agreement (Saturday is considered a business day). Any cancellations received beyond the three business days are subject to a 50% (of cash price) cancellation charge; if order is already in production, the purchaser agrees to pay full contract price. If you cancel within the three business days, the contractor must return to you anything you paid within 10 days of receiving the Notice of Cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. If you do make the good available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under this contract/agreement.

Buyers Acknowledgement

Attention: City of Compton

Quote Number: 2862

Project Address: 16208 Atlantic Ave, Compton, CA 90221

By Phone: Cecil Flournoy

By Email: 310.605.5559

Email: cflournoy@comptoncity.org



BUYER'S AGREEMENT

This Buyer's Agreement ("Agreement") is entered into between the Buyer(s) ("Buyer") and EverFence ("Seller").

1. Payment Terms:

The Buyer agrees to pay the full amount set out above. Any changes to this agreement must be executed in writing and approved by both parties. Any such changes that involve extra cost will become an extra charge over and above the amount herein stipulated.

2. Security Interest:

To secure payment of balance set out above, BUYER(S) hereby grant(s) to SELLER a security interest in each item above-described. Upon default of payment of said balance when due, SELLER shall have all rights and remedies of a secured party under the Uniform Commercial Code and from time to time in effect in the State of California.

3. Attorney Fees and Interest:

Buyer agrees to pay all attorney fees, court costs, filing fees, including charges or commissions, all fees that may be assessed to us by any collection agency retained to pursue this matter. Buyer also agrees to pay interest at the rate of one and a half percent per month (Eighteen percent per year) on any account over 60 days past due, subject to lien.

4. Returned Checks:

All returned checks will be charged a \$35 handling fee.

5. Restocking Fee:

Buyer agrees to pay a 20% (or 50% for any custom work) restocking fee on canceled orders.

\$ - Standard 20%

\$ - Custom 50%

6. Obstructions:

EverFence will not be responsible for moving or repairing sprinkler systems, obstructions such as large rocks, trees, and excessive bush/shrub removal. Tree stumps must be removed at the owner's expense. Accidental sprinkler damage will be repaired at the owner's expense.

7. Excavation:

Excavation over and above standard installation requirements shall incur an extra charge.

8. Permits:

The Buyer is responsible for obtaining ALL necessary building permits unless stated otherwise.

9. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

11. Acknowledgement:

Buyer acknowledges that he or she has read and understands all terms and conditions of this contract.

12. Modifications:

This Agreement may not be modified or amended except in writing executed by both parties.

13. Cancellation:

Buyer(s) have the right to cancel this agreement without penalty or obligation by providing written notice of cancellation to EverFence Corporation within 72 hours of the date of this agreement. If the Buyer(s) cancel this agreement, EverFence Corporation will refund all payments made by the Buyer(s) under this agreement within 10 days after receiving the notice of cancellation.

Buyers Acknowledgement



ESTIMATE

SoCal Junkmen LLC
613 E Oaks St Compton CA 90221
info@socaljunkmen.com
(310) 438-9548

Estimate #	178
Date	Mon Oct 06, 2025
Total	\$240,000.00

Prepared For:

Jeffrey Yamabayashi City of Compton
16208 Atlantic Ave
Compton, California 90221
(310) 761-1414
jyamabayashi@comptoncity.org

Description	QTY	Price	Amount
Removal and disposal of approximately 1,000 - 1,400 cubic yards of mixed debris consisting of hardscape material (concrete, asphalt, dirt, rock, brick) Includes labor disposal fees and taxes	1	\$240,000.00	\$240,000.00
Sub total			\$240,000.00
Total			\$240,000.00

Terms:

Estimates are an approximation of charges to you, and they are based on the anticipated details of the work to be done. It is possible for unexpected complications to cause some deviation from the estimate. If additional parts or labor are required you will be contacted immediately.

Notes:

Scope of Work

Socal Junk men proposes to provide labor, equipment, hauling, and disposal for the following:

Removal and disposal of approximately 1,000 - 1,400 cubic yards of mixed debris consisting of hardscape material (concrete, asphalt, dirt, rock, brick), green waste, and general trash.

Removal and disposal of a homeless encampment, approximately 120 cubic yards.

Hardscape debris will be transported and disposed of at a Recycling facility of our choice.

General Trash to be disposed at a local transfer station.

Equipment to Be Utilized
Skid Loaders

Excavators

Heavy Duty Super-10 Dump Trucks

Water Buffalo (for dust control and site management)

Inclusions

Labor, equipment, trucking, and disposal fees

Loading, hauling, and proper disposal at licensed facilities

Dust suppression and safety compliance

Encampment cleanup including trash, debris, and biohazard-safe handling as required

Exclusions

Grading, compaction, or new construction prep (unless requested separately)

Timeline

Estimated completion: 2 – 4 weeks, depending on site access and scheduling.

(Net 30 terms — payment due in full within 30 days of project completion)

Thank You For Your Business

May 12, 2026

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A COST SHARING AGREEMENT WITH THE CITY OF CARSON FOR STREET IMPROVEMENTS ON CENTRAL AVENUE BETWEEN WEST CALDWELL STREET AND KONA DRIVE IN THE AMOUNT OF \$874,908.13

SUMMARY

Approval of the proposed Resolution will authorize the City of Compton to enter into a cost sharing agreement with the City of Carson for the reconstruction and resurfacing of Central Avenue along a segment that traverses the jurisdictional boundary of both cities. The agreement allows the City of Compton to administer design, construction, inspection, and project management activities for the shared roadway segment, while the City of Carson reimburses its proportionate share of project costs. This coordinated approach ensures continuity of improvements, cost efficiency, and minimized disruption to the public.

BACKGROUND

In September 2015, the Los Angeles County Metropolitan Transportation Authority (LACMTA) authorized grant funding for the Central Avenue Regional Commuter Bikeway Project as part of its 2015 Call for Projects program. Subsequently, on July 24, 2018, the City Council approved Resolution No. 24,821, authorizing execution of a Local Transportation Funding Agreement with LACMTA in the amount of \$1,800,307 to advance the project.

The Central Avenue Regional Commuter Bikeway Project extends approximately 3.2 miles from Kona Drive to El Segundo Boulevard and is intended to enhance safety, promote non-motorized transportation, and improve overall roadway conditions along the corridor. Project elements include buffered bike lanes, traffic separators, bike boxes at signalized intersections, pedestrian lighting, sidewalk improvements, and upgraded roadway pavement.

A portion of Central Avenue, between West Caldwell Street and Kona Drive, is jurisdictionally shared between the City of Compton and the City of Carson. The roadway segment within and adjacent to Carson's jurisdiction needs substantial rehabilitation. Improvements proposed within this segment include pavement

resurfacing, curb and gutter repairs, ADA-compliant sidewalk and curb ramp upgrades, and associated roadway appurtenances to current standards. While Carson's jurisdiction is primarily within the southbound lanes, improvements are constructed as a unified curb-to-curb roadway section to ensure integrity and consistent pavement performance.

City of Carson Cost Sharing Agreement

To efficiently deliver improvements across the shared corridor, City staff engaged with the City of Carson in 2025 to develop a cost sharing framework. The proposed agreement establishes the City of Compton as the lead agency for design, bidding, construction administration, inspection, materials testing, and overall project management. The City of Carson will reimburse the City of Compton for Carson's proportionate share of construction costs attributable to improvements within its jurisdiction, including applicable resurfacing work, permits, and mitigation measures.

The estimated total construction cost for the Central Avenue Improvements is \$5,578,951.63 of which the City of Carson's fair-share contribution is \$874,908.13. This estimate is consistent with current engineering cost benchmarks for comparable roadway rehabilitation projects. By consolidating work under a single construction contract, both jurisdictions benefit from economies of scale, streamlined administration, and reduced construction duration. A single construction contract also allows both cities to coordinate schedules and avoid repeated construction activities on the same roadway segment.

STATEMENT OF ISSUE

Improving Central Avenue through a unified construction effort provides a clear public benefit. Coordinated pavement rehabilitation across jurisdictional boundaries eliminates redundant mobilization costs, minimizes traffic disruptions, and results in a uniform roadway surface from curb to curb. Entering into a cost sharing agreement with the City of Carson allows both cities to advance long-term infrastructure goals while conserving staff resources and public funds.

City Council authorization is required to enable the City Manager to execute the cost sharing agreement, including any necessary non-substantive amendments, for street improvements on Central Avenue between West Caldwell Street and Kona Drive. Any amendments to the agreement shall be non-material in nature and subject to approval by the City Attorney.

ALTERNATIVE

No viable alternative is recommended. Proceeding independently would result in fragmented construction, increased costs, and greater inconvenience to the public.

FISCAL IMPACT

Approval of the cost sharing agreement does not create a direct fiscal impact to the City's General Fund. Project costs will be proportionately allocated and funded as part of the approved construction budget. A summary of estimated costs is provided below:

Item Description	City of Compton	City of Carson	Total Budget
Estimated Construction Cost	\$4,704,043.50	\$874,908.13	\$5,578,951.63
Construction Contingency (10%)	\$ 470,404.35	N/A	\$ 470,404.35
Design Services	Included	Included	N/A
Total Estimated Budget	\$5,174,447.85	\$874,908.13	\$6,049,355.98

Funds will be allocated and administered in accordance with the construction phase of the project.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to execute the cost sharing agreement with the City of Carson for street improvements on Central Avenue between West Caldwell Street and Kona Drive, in the amount of \$874,908.13.

JACK H. GONG, P.E., SE, PMP
CITY ENGINEER

APPROVED FOR FORWARDING:

JERRY GROOMES
ACTING CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A COST SHARING
AGREEMENT WITH THE CITY OF CARSON FOR STREET IMPROVEMENTS ON
CENTRAL AVENUE BETWEEN WEST CALDWELL STREET AND KONA DRIVE
IN THE AMOUNT OF \$874,908.13**

WHEREAS, the City of Compton is undertaking the Central Avenue Regional Commuter Bikeway / Street Improvement Project (the "Project"), which includes street and active transportation improvements along Central Avenue; and

WHEREAS, as part of the 2015 Call for Projects, the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), at its meeting on September 24, 2015, authorized grant funding for the Project, subject to the terms and conditions of the applicable funding agreement; and

WHEREAS, on July 24, 2018, pursuant to Resolution No. 24,821, the City Council authorized the City Manager to enter into a Local Transportation Funding Agreement with LACMTA in the amount of \$1,800,307 to advance the Project; and

WHEREAS, the Project extends approximately 3.2 miles along Central Avenue from Kona Drive on the south to El Segundo Boulevard on the north and is intended to enhance safety, improve roadway conditions, and support non-motorized transportation; and

WHEREAS, a portion of Central Avenue between West Caldwell Street and Kona Drive is jurisdictionally shared between the City of Compton and the City of Carson and is in need of significant rehabilitation; and

WHEREAS, while the City of Carson's jurisdiction is primarily within the southbound lanes of this segment, the proposed improvements are designed and constructed curb-to-curb as a unified roadway section to ensure structural integrity, consistent pavement performance, and public safety; and

WHEREAS, the proposed improvements include pavement resurfacing, curb and gutter repairs, ADA-compliant sidewalk and curb ramp upgrades, and related roadway appurtenances to meet current standards; and

WHEREAS, in 2025, City staff engaged with the City of Carson to develop a cost sharing agreement that allows the City of Compton to act as the lead agency for design, bidding, construction administration, inspection, materials testing, and overall project management for the shared roadway segment; and

WHEREAS, pursuant to the cost sharing agreement, the City of Carson will reimburse the City of Compton for Carson's fair-share portion of the construction costs attributable to improvements within Carson's jurisdiction, including applicable resurfacing work, permits, and mitigation measures; and

WHEREAS, the total estimated construction cost for the shared segment is \$5,578,951.63 of which the City of Carson's fair-share contribution is estimated at \$874,908.13, an amount consistent with current engineering cost benchmarks for comparable roadway rehabilitation projects; and

WHEREAS, coordinated implementation of the Project under a single construction contract will minimize public inconvenience, reduce overall project costs, streamline administration, and allow both cities to coordinate construction schedules on a shared roadway corridor; and

WHEREAS, City Council authorization is required in order for the City Manager to enter into a cost sharing agreement with the City of Carson for the street improvements on Central Avenue between West Caldwell Street and Kona Drive.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager, upon review and approval as to form by the City Attorney, is hereby authorized to execute a cost sharing agreement with the City of Carson in the amount of \$874,908.13 for the design, construction engineering and inspection, project management, and administration of street improvements on Central Avenue between West Caldwell Street and Kona Drive.

SECTION 2. That the City Manager is further authorized to execute non-material amendments to the cost sharing agreement, provided that such amendments are reviewed and approved by the City Attorney and do not increase the City of Compton's financial obligations.

SECTION 3. That the City Council finds that there is a public benefit to improving the entire width of the street from curb to curb and to applying a common construction strategy on a single roadway segment where jurisdictional boundaries divide ownership.

SECTION 4. That the City Council further finds that the City of Compton and the City of Carson share a mutual interest in coordinating street improvements on shared roadways to promote efficiency, safety, and prudent use of public funds.

SECTION 5. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Engineering Department.

SECTION 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this **12th** day of **MAY**, 2026.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Satra D. Zurita, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the 12TH day of MAY, 2026.

That said Resolution was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

SHARED COST AGREEMENT FOR SOUTH CENTRAL AVENUE IMPROVEMENTS BETWEEN THE CITY OF COMPTON AND THE CITY OF CARSON

THIS SHARED COST AGREEMENT ("AGREEMENT") is made as of the ____ day of _____ 2026, by and between the City of Carson, a municipal corporation ("CARSON") and the City of Compton, a municipal corporation ("COMPTON"). CARSON and COMPTON are sometimes referred to individually as "PARTY" and collectively as "PARTIES" herein.

RECITALS

WHEREAS, South Central Avenue, between 570 feet south of West Caldwell Street to Kona Drive, is partially or fully within CARSON's jurisdictional boundaries and South Central Avenue, between 570 feet south of West Caldwell Street to Kona Drive, is partially within COMPTON's jurisdictional boundaries, and all referenced street segments are in need of rehabilitation. These street sections are in need of street resurfacing, and partial replacement of concrete sidewalks, curb and gutters, driveway approaches, curb ramps, traffic signage and striping; and

WHEREAS, COMPTON is willing to include that portion of South Central Avenue, between 570 feet south of West Caldwell Street to Kona Drive, as part of the street portions of its street resurfacing project commonly known as Central Avenue Regional Commuter Bikeway/Street Improvement Project, CIP# 2018-9530 ("PROJECT"); and

WHEREAS, CARSON is willing to share the costs of the PROJECT that lies within its jurisdiction; and

WHEREAS, COMPTON will be solely responsible for the bidding process, award, inspection and administration of the construction of the PROJECT.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the PARTIES agree as follows:

A. DEFINITIONS

1. **CONTRACTOR** is the contractor that will perform and complete the PROJECT in accordance with the specifications issued by COMPTON.

2. **JURISDICTION** as referred to in this AGREEMENT is the area within the geographical boundaries of CARSON and COMPTON.

3. **PROJECT COSTS** as referred to in this AGREEMENT shall consist of the sum of CARSON's fair share of the street resurfacing work for the PROJECT and COMPTON's fair share of the street resurfacing work for the PROJECT.

4. PUBLIC WORKS CONTRACT is the agreement between COMPTON and the CONTRACTOR that will be responsible for completion of the PROJECT.

B. CARSON AGREES:

1. To pay CARSON's fair share of the street resurfacing work for the PROJECT within sixty (60) days of receipt from COMPTON of the invoiced amounts, which CARSON shall reasonably approve in a timely manner.

2. Upon submission of all required applications and payment of all applicable fees, to issue to the CONTRACTOR all necessary permits required to perform and complete CARSON's portion of the PROJECT based on any applicable construction plans approved by CARSON.

3. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CARSON's JURISDICTION.

C. COMPTON AGREES:

1. To include the CARSON portion of the PROJECT as a part of the PROJECT plans and specifications and to perform the contract administration, which may include actual construction, construction inspection and engineering, materials testing, construction survey and all other work necessary to complete PROJECT.

2. To solicit PROJECT for construction bids, award and administer the construction contract, perform contract administration for the PROJECT, do all things necessary and proper to complete PROJECT, and act on behalf of CARSON in all negotiations pertaining thereto.

3. To accept payment of CARSON's fair share of the street resurfacing work for the PROJECT.

4. To finance COMPTON's fair share of the street resurfacing work for the PROJECT.

5. To perform the contract administration, which shall include actual construction, construction inspection and engineering, materials testing, construction survey and all other work necessary to complete PROJECT.

6. To use its best efforts to complete the PROJECT within the engineer's estimates set forth in or otherwise incorporated into the PUBLIC WORKS CONTRACT ("Engineer's Estimates"), as will be approved by CARSON. CARSON acknowledges that the PROJECT costs may result in the actual costs for which CARSON is responsible exceeding the Engineer's Estimates approved by CARSON.

7. To require CONTRACTOR to indemnify and defend CARSON in the same manner that COMPTON is indemnified by CONTRACTOR under the PUBLIC WORKS CONTRACT. COMPTON shall require CONTRACTOR to name both COMPTON and CARSON as additional insureds on all insurance policies, including endorsements which CONTRACTOR obtains related to the PROJECT ("Insurance Policies"). Any Insurance Policies shall be regarded as primary insurance underlying any other insurance available to CARSON.

8. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COMPTON's JURISDICTION.

9. To comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT.

10. In the event that a preliminary stop notice, stop payment notice, and/or action to enforce a stop payment notice is filed on the PROJECT, to provide CARSON with a copy of same within three (3) business days. COMPTON shall be responsible for withholding the funds in compliance with Civil Code § 9350 et seq.

11. To furnish CARSON within one hundred eighty (180) calendar days after final payment to CONTRACTOR a final accounting of the actual cost of the PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

1. The fair share of construction costs for the PROJECT is currently estimated to be \$874,908.13 for CARSON and \$4,704,043.50 for COMPTON. Prior to commencing work, COMPTON shall provide to CARSON a detailed good faith estimate of COMPTON's PROJECT costs and obtain CARSON's approval of the same from its Director of Public Works prior to proceeding forward with the CARSON portion. Upon submission of all required applications and payment of all applicable fees, CARSON agrees to issue to CONTRACTOR all necessary permits required to perform and complete CARSON's portion of the PROJECT based on any applicable construction plans approved by CARSON.

2. That if at final accounting CARSON's fair share of the construction cost is less than the stated amount in this AGREEMENT, COMPTON shall refund the difference to CARSON without further action by CARSON.

3. COMPTON shall not accept the PROJECT as complete without consulting with and obtaining the consent of CARSON. From and after the completion of CARSON's portion, COMPTON shall not be responsible for any costs including but not limited to maintenance costs associated with CARSON's portion.

4. The representatives of the respective PARTIES who are primarily responsible for the administration of this AGREEMENT, and to whom formal notices, demands and communications shall be given, are as follows:

The principal representative of the City of Compton shall be:

John D. Strickland, Jr., Project Manager
205 South Willowbrook Avenue
Compton, CA 90220
(310) 605-5505

The principal representative of the City of Carson shall be:

Dr. Arlington C. Rodgers, Jr., Director of Public Works
701 East Carson Street
Carson, CA 90745
(310) 847-3520

5. Pursuant to Section 895.4 of the Government Code, each PARTY (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other PARTY and its officers, agents and employees, and each of them ("the Indemnified Party"), from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from negligent or wrongful acts or omissions of the Indemnifying Party or its officers, agents, or employees in the performance of this AGREEMENT, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or wrongful acts or omissions of the Indemnifying Party, its officers, agents, or employees.

6. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the PARTIES.

7. This AGREEMENT is covered by the laws of the State of California. Any action relating to this AGREEMENT, whether in law or in equity, must be filed in the Los Angeles Superior Court, Southeast Judicial District.

8. To the extent that COMPTON has the right under the PUBLIC WORKS CONTRACT or otherwise at law to terminate the PUBLIC WORKS CONTRACT and/or replace the CONTRACTOR, COMPTON reserves the right to do so at any time and for any reason, but shall consult with CARSON before finalizing a decision to terminate the PUBLIC WORKS CONTRACT or replace the CONTRACTOR.

9. To the extent that COMPTON has the right under the PUBLIC WORKS CONTRACT or otherwise at law to temporarily suspend or permanently abandon

the PROJECT, COMPTON shall consult with CARSON before finalizing any decision to suspend or abandon the PROJECT.

10. The terms, conditions, and provisions hereof shall extend to and be binding upon the PARTIES hereto, their successors and assigns. COMPTON may not transfer or assign this AGREEMENT without CARSON's prior written consent, which consent shall not be unreasonably withheld.

11. If any legal action, or any arbitration or other proceeding is initiated for the enforcement of this AGREEMENT, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this AGREEMENT, the successful or prevailing PARTY shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

12. It is not intended by this AGREEMENT to create any third-party beneficiaries herein or to authorize any person not a party to this AGREEMENT to maintain any suit, claim, or action under the AGREEMENT.

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IN WITNESS THEREOF, the PARTIES hereto have accepted, made, and executed this AGREEMENT upon the terms, conditions, and provisions above stated, the dates hereinafter respectively set forth.

CITY OF COMPTON:

Jerry Groomes, Interim City Manager

ATTEST:

Satra D. Zurita, City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF CARSON:

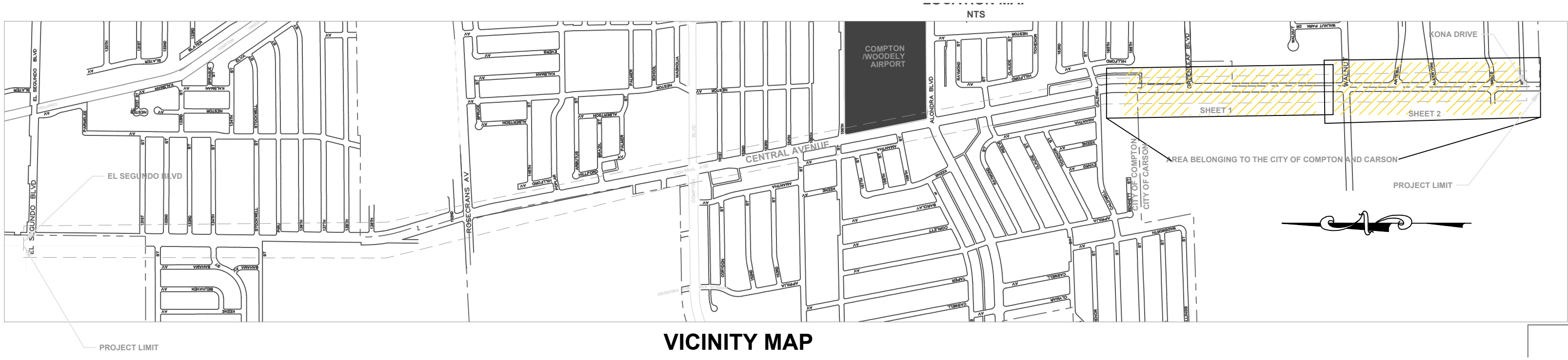
David C. Roberts, Jr., City Manager

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney
[rjl]



VICINITY MAP