

EXHIBIT A

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH Axon Enterprise, Inc.
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2017 , by and between the City of Santa Rosa, a municipal corporation ("City"), Axon Enterprise, Inc., a Delaware corporation ("Consultant").

RECITALS

- A. City desires to engage with Consultant to purchase and deploy body worn cameras and systems to support and store related data as specified in Exhibit A.
- B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.
- C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.
- D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services") Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit annual statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number

of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of \$1017,537.54. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 370810-5341.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Keith Hinton
965 Sonoma Avenue
Santa Rosa, CA 95404
707-543-3645
khinton@srcity.org

Craig Schwartz
965 Sonoma Avenue
Santa Rosa, CA 95404
707-543-3644
sschwartz@srcity.org

Consultant Representative:

Alissa McDowell, Contracts
17800 N. 85th Street
Scottsdale, AZ 85255
480-905-2000
480-991-0791

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect for five (5) years, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without

additional compensation to Consultant.

d. Notwithstanding the foregoing, if the City purchases Products for a value less than MSRP, and this Agreement is terminated *before the final annual payment is paid in full in accordance with the Quote*, except in the case of Consultant's material breach (a) the City will be invoiced for the remainder of the MSRP listed in the Quote for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Consultant within 30 days of the date of termination without additional charge. For avoidance of doubt, the City is purchasing the following Products for a value less than MSRP, as set forth in the Quote by item number: 74001, 74022, 74008, 70033, 70112 in a total amount not to exceed \$137,827.50.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than December 31, 2022.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding

on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing corporation, formed and in good standing under the laws of the State of Delaware, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-

president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: Axon Enterprise, Inc.

TYPE OF BUSINESS ENTITY (check one):

By: _____

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Print Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: [Signature]

Office of the City Attorney

Print Name: Josh Isner

Title: VP, Global Sales

ATTEST:

By: [Signature] (JP)

City Clerk

Print Name: Trish Fields

Title: VP, Assoc. Gen'l Counsel, Assn. Corp. Secy

City of Santa Rosa Business Tax Cert. No.

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services/AXON MSPA
- Exhibit B - Compensation

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
TECHNOLOGY AGREEMENTS**

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 2 million per claim \$ 2 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for five (5) years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.
5. Cyber Liability	\$ 2 million per occurrence \$ 2 million aggregate	Covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alternation of electronic information, extortion

and network security. Such coverage is required if any products and/or services related to information technology (including hardware and/or software) are provided to City and for claims involving any professional services for which Consultant is engaged with City for such length of time as necessary to cover any and all claims.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.

4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Statement of Work

Axon is the network that connects devices, people, and applications. For Santa Rosa Police Department (SRPD), Axon will provide a body-worn camera for each police officer in the agency to capture video in accordance with agency policy and seamlessly transfer the video to a web-hosted evidence management system called Evidence.Com. Video will be automatically categorized through an integration with your agency's CAD system (described in section 5 below). Once video is transferred to Evidence.Com, officers and supervisors may perform a variety of actions based on their level of access within the system. Video can be recalled based on a number of search terms including officer name, case number, category, etc. Finally, multiple videos may be transferred to a single case-file and shared electronically within the agency or externally with the Santa Rosa County District Attorney.

Scope of Work

The Scope of Work below outlines the responsibilities of AXON and SRPD for implementing the rollout of Axon Body-Worn Cameras and Evidence.com within SRPD's organization. Listed below are the deliverables to be executed by AXON and SRPD to successfully deploy a body-worn camera program at SRPD.

1. Pre-deployment checklist - AXON's Professional Services team will work alongside SRPD to assist with completing the items below.

Deliverable	Task Overview	Responsibility	Duration	Completed By
Grant Evidence.com administrator access	Email Evidence.com invite to designated administrator(s). He/she must accept the invitation to initiate access to Evidence.com.	AXON	<1 day	10/2/2017
Document packet	Provide Evidence.com administrator guides, camera implementation guides, and categories & roles guide (via email).	AXON	<1 day	10/9/2017
Kick-off meeting	Conduct call with all body camera project members 2-3 weeks prior to initial trainings. Call will cover: - Best practices for body camera rollout - Review of go-live checklist - Training schedule - Training expectations - Questions/concerns from SRPD	SRPD/AXON	<1 day	10/9/2017
Roles/ Permissions set-up	Configure categories, custom roles and permissions in Evidence.com based on SRPD needs.	SRPD/AXON	<1 day	10/16/2017

Set up Evidence.com user accounts	Upload users to Evidence.com and invite users via email to sign into their individual accounts: http://public.Evidence.com/help/pdfs/latest/Evidence.com+Administrator+Reference+Guide.pdf , pg. 18.	SRPD	1 day	10/16/2017
Categories and Evidence Retention	Create categories and evidence retention levels for videos. Establish method for officers to add metadata to videos (e.g. Axon View, CAD integration, Evidence.com).	SRPD/AXON	<1 Day	10/23/2017
Axon View	Download Axon View app on smartphones (if purchased). If using Axon View on personal devices, installation of the free app will be supported during training through the Apple/Android App stores.	SRPD/AXON	1 day	10/23/2017
Delivery of Axon hardware	Deliver all equipment per contract requirements via FedEx and provide tracking information to SRPD. The date provided is an estimated delivery date and does not guarantee delivery by that date. Any delays in shipment will be communicated to SRPD.	AXON	N/A	11/15/2017
EVIDENCE Dock installation	Determine ideal location of Dock setup. Set configurations on Dock (see manual for specific instructions: https://www.Axon.com/images/support/downloads/downloads/EVIDENCE_com_Dock_Installation_Guide.pdf). AXON can assist with dock configuration, if requested.	SRPD/AXON	1 day	11/22/17
EVIDENCE Sync downloaded	Install Evidence Sync software on computers and MDTs, if applicable: https://AXON.Axon.com/info/sync-registration .	SRPD/AXON	1 day	11/22/17
Cameras assigned	Assign cameras to each registered officer via Evidence Sync or Evidence Device Manager app.	AXON/SRPD	N/A	Cameras will be assigned during trainings

Troubleshooting	SRPD will alert AXON of any IT issues with Evidence.com or Dock access so AXON can remedy before live deployment.	AXON/SRPD	N/A	11/30/17
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2. Training – AXON’s Professional Services team will travel on-site to conduct the following training modules for all users:

Administrator training: Focusing on staff members that will be using Evidence.com but not wearing a camera, this training provides a deep dive into Evidence.com. This training can be customized to the needs of SRPD. Topics include:

- Searching Users
- Conducting User Audits
- Creating reports
- User Groups
- Building Cases
- Sharing data within and outside of the agency
- Redaction

**Proposed Date: 11/22/2017 Average training time
– 3 hours**

3. End-User Training – AXON will provide Train-the-Trainer and a limited amount of End-User training sessions to support SRPD’s deployment. This training course provides an overview of the Axon Body Camera and Evidence.com systems. Topics include:

- Agency policy guidelines (agency-specific, led by agency)
- Camera operation
- Mounting options and fitting of the camera
- Axon View app
- Evidence Sync
- Docking procedures
- Evidence.com

Proposed Date: 11/22/2017

Average training time – Up to three 2 hour sessions per day for 2 Days

4. Ongoing Support - Throughout each phase of training, AXON will communicate closely with SRPD to facilitate a successful deployment. The remaining deployment items include:

Deliverable	Task Overview	Responsibility	Duration	Completed By
Customer Service	AXON offers a full Customer Support division. Customer Service is available 24/7 via email, and live phone support Monday-Friday, 7:00AM – 5:00PM MST.	AXON	N/A	N/A

	For technical or Customer Service assistance, please contact 800-978-2737 or customerservice@AXON.com. AXON also has a dedicated line available for emergencies, with a live Support Specialist available 24/7.			
Integration with CAD/RMS	See section 5.	SRPD/AXON	45 days	10/2/2017
Axon Signal Training and Installation	AXON will provide on-site or virtual training for installation of Axon Signal Units in Agency vehicles.	AXON	1 day	11/22/2017
Support Manager	AXON will assign SRPD a Support Manager to cover needs related to maintenance and technical support on all hardware and software.	AXON	N/A	N/A

5. CAD/RMS integration: The CAD/RMS integration will consist of the development of an integration module that allows the Evidence.com services to interact with the SRPD’s CAD system so licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the Evidence.com services based on data already maintained in SRPD’s CAD system.

After completion acceptance by SRPD, AXON will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the SRPD. AXON will also provide support services that result due to a change or modification in the Evidence.com services (at no additional charge as long as SRPD maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because SRPD changes its CAD system). Thereafter, any additional support services provided to SRPD will be charged at AXON's then current standard Professional Services rate subject to prior agreement and modification of this agreement.

6. Out of Scope Services. AXON is responsible for performing only the Services described above in Sections 1-4. Any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope. This project scope does not include the administration, management, or support of any internal City IT network or infrastructure.

7. Key Assumptions. The Services, fees, and delivery schedule for this project are based on the following assumptions:

- a. Timeline outlined in sections 1-4 above assume there is a signed agreement in place by May 15, 2017.
- b. SRPD's relevant systems are available for assessment purposes prior to AXON's arrival at the Installation Site.
- c. All work will be performed by AXON's personnel during normal business hours, Monday through Thursday, or Tuesday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed to in advance.
- d. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by AXON and SRPD.
- e. SRPD representatives will be available to provide timely and accurate information.

8. Acceptance Checklist.

- a. AXON will present SRPD with an Acceptance Checklist upon AXON's completion of the Services and Integrations. SRPD will sign the Checklist acknowledging completion of the Services and Integrations once the on-site service session has been completed.
- b. If SRPD reasonably believes that AXON did not complete the Services and Integrations in substantial conformance with this SOW, SRPD will notify AXON in writing of its specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist to SRPD. AXON will address SRPD's issues and then will re-present the Checklist for SRPD's approval and signature.

9. Expectations - AXON's successful performance of the Services depends upon SRPD's:

- a. Making available all relevant systems, including your current CAD system, for assessment by AXON (including making these systems available to AXON via remote access if possible);
- b. Making any required modifications, upgrades or alterations to your hardware, facilities, systems and networks related to AXON's performance of the Services prior to AXON's arrival at the Installation Site;
- c. Providing access to the building facilities and where we are to perform the Services, subject to safety and security restrictions imposed by you (including providing security passes or other necessary documentation to our representatives performing the Services permitting them to enter and exit your premises with laptop personal computers and any other materials needed to perform the services);
- d. Providing all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for AXON to provide the Services;
- e. Providing AXON with remote access to your Evidence.com account when required for AXON to perform the Services;
- f. Identifying in advance any holidays, non-work days, or major events that may impact the project;
- g. Making any required modifications, upgrades or alterations to SRPD's hardware, facilities, systems and networks related to AXON's performance of the Integration Services;
- h. Providing to AXON the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by AXON;
- i. Notifying AXON of any network or machine maintenance that may impact the performance of the integration module at the SRPD;

- j. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date

documentation and information to AXON (these contacts are to provide background information and clarification of information required to perform the Integration Services).

10. Changes to Services. Changes to the services set forth in this SOW must be documented and agreed upon by the parties in a modification to this agreement. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the parties and included in the modification subject to appropriate approvals

Axon Enterprise, Inc.

Protect Life.

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 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax:

Keith Hinton
 (707) 543-3645
 khinton@srcity.org



Quotation

Quote: Q-91011-6
Date: 8/17/2017 12:21 PM
Quote Expiration: 10/31/2017
Contract Start Date*: 11/1/2017
Contract Term: 5 years

AX Account Number:
 106429

Bill To:
 Santa Rosa Police Dept. - CA
 965 Sonoma Avenue
 Santa Rosa, CA 95404
 US

Ship To:
 Keith Hinton
 Santa Rosa Police Dept. - CA
 965 Sonoma Avenue
 Santa Rosa, CA 95404
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ben Rubke	(415) 314-9573	brubke@axon.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

YEAR 1 - HARDWARE & EVIDENCE.COM - DUE
 NET 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
175	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 69,825.00	USD 69,825.00	USD 0.00
175	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
175	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
30	74022	SM POCKET MOUNT, 4", AXON RAPIDLOCK	USD 29.95	USD 898.50	USD 898.50	USD 0.00
175	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
30	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 44,850.00	USD 44,850.00	USD 0.00
30	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 6,480.00	USD 6,480.00	USD 0.00
30	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 1,050.00	USD 1,050.00	USD 0.00
175	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 948.00	USD 165,900.00	USD 0.00	USD 165,900.00

YEAR 3 - EVIDENCE.COM

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
175	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 948.00	USD 165,900.00	USD 0.00	USD 165,900.00
7,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 2,808.00	USD 0.00	USD 2,808.00
180	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
30	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 6,480.00	USD 6,480.00	USD 0.00
175	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 31,500.00	USD 0.00	USD 31,500.00
YEAR 3 - EVIDENCE.COM Total Before Discounts:						USD 206,688.00
YEAR 3 - EVIDENCE.COM Discount:						USD 6,480.00
YEAR 3 - EVIDENCE.COM Net Amount Due:						USD 200,208.00

YEAR 4 - EVIDENCE.COM

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
175	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	USD 948.00	USD 165,900.00	USD 0.00	USD 165,900.00
7,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 2,808.00	USD 0.00	USD 2,808.00
180	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
30	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 6,480.00	USD 6,480.00	USD 0.00
175	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 31,500.00	USD 0.00	USD 31,500.00
YEAR 4 - EVIDENCE.COM Total Before Discounts:						USD 206,688.00
YEAR 4 - EVIDENCE.COM Discount:						USD 6,480.00
YEAR 4 - EVIDENCE.COM Net Amount Due:						USD 200,208.00

YEAR 5 - EVIDENCE.COM

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
175	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	USD 948.00	USD 165,900.00	USD 0.00	USD 165,900.00
7,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 2,808.00	USD 0.00	USD 2,808.00
180	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
30	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 6,480.00	USD 6,480.00	USD 0.00
175	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 31,500.00	USD 0.00	USD 31,500.00
YEAR 5 - EVIDENCE.COM Total Before Discounts:						USD 206,688.00
YEAR 5 - EVIDENCE.COM Discount:						USD 6,480.00
YEAR 5 - EVIDENCE.COM Net Amount Due:						USD 200,208.00

Subtotal	USD 1,016,040.00
Estimated Shipping & Handling Cost	USD 1,497.54
Grand Total	USD 1,017,537.54

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

**Axon Enterprise, Inc.’s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon’s Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (if needed): _____

Quote: Q-91011-6

Please sign and email to Ben Rubke at brubke@axon.com or fax to

THANK YOU FOR YOUR BUSINESS!

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