



# CITY *of* CLOVIS

## AGENDA • CITY COUNCIL MEETING

Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559) 324-2060  
[www.cityofclovis.com](http://www.cityofclovis.com)

November 12, 2024

6:00 PM

Council Chamber

In compliance with the Americans with Disabilities Act, if you need special assistance to access the City Council Chamber to participate at this meeting, please contact the City Clerk or General Services Director at (559) 324-2060 (TTY – 711). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Council Chamber.

The Clovis City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you are able to attend in person; you may submit written comments as described below; and you may view the meeting which is webcast and accessed at [www.cityofclovis.com/agendas](http://www.cityofclovis.com/agendas).

### **Written Comments**

- Members of the public are encouraged to submit written comments at: [www.cityofclovis.com/agendas](http://www.cityofclovis.com/agendas) at least two (2) hours before the meeting (4:00 p.m.). You will be prompted to provide:

- Council Meeting Date
- Item Number
- Name
- Email
- Comment



- Please submit a separate form for each item you are commenting on.
- A copy of your written comment will be provided to the City Council noting the item number. If you wish to make a verbal comment, please see instructions below.
- Please be aware that any written comments received that do not specify a particular agenda item will be marked for the general public comment portion of the agenda.
- If a written comment is received after 4:00 p.m. on the day of the meeting, efforts will be made to provide the comment to the City Council during the meeting. However, staff cannot guarantee that written comments received after 4:00 p.m. will be provided to City Council during the meeting. All written comments received prior to the end of the meeting will be made part of the record of proceedings.

**CAMPAIGN CONTRIBUTION PROHIBITIONS AND MANDATORY DISCLOSURE** - Pursuant to Government Code section 84308, a Councilmember shall not accept, solicit, or direct a campaign contribution of more than \$250 from any party or their agent, or from any participant or their agent, while a proceeding involving a license, permit, contract, or other entitlement for use is pending before the City or for 12 months after a final decision is rendered in that proceeding. Any Councilmember who has received a campaign contribution of more than \$250 within the preceding 12 months from a party or their agent, or from a participant or their agent, must disclose that fact on the record of the proceeding and shall not make, participate in making, or in any way attempt to use their official position to influence the decision.

Pursuant to Government Code section 84308(e), any party to a covered proceeding before the City Council is required to disclose on the record of the proceeding any campaign contribution, including aggregated contributions, of more than \$250 made within the preceding 12 months by the party or their agent to any Councilmember. The disclosure shall be made as required by Government Code Section 84308(e)(1) and 2 CCR Section 18438.8. No party or their agent, and no participant or their agent, shall make a campaign contribution of more than \$250 to any Councilmember during the covered proceeding or for 12 months after a final decision is made in that proceeding. The foregoing statements do not constitute legal advice, and parties and participants are urged to consult with their own legal counsel regarding the applicable requirements of the law.

## **CALL TO ORDER**

## **FLAG SALUTE - Councilmember Bessinger**

## **ROLL CALL**

**PUBLIC COMMENTS** - This is an opportunity for the members of the public to address the City Council on any matter within the City Council's jurisdiction that is not listed on the Agenda. In order for everyone to be heard, please limit your comments to 3 minutes or less, or 10 minutes per topic. Anyone wishing to be placed on the Agenda for a specific topic should contact the City Manager's office and submit correspondence at least 10 days before the desired date of appearance.

**CONSENT CALENDAR** - Items considered routine in nature are to be placed upon the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Councilmember requests individual consideration. A Councilmember's vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of adoption of the Consent Calendar are deemed to include a motion to waive the reading of any ordinance or resolution on the Consent Calendar. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered Consent items.

1. Administration - Approval - Minutes for November 4, 2024, Regular Council Meeting.
2. Police – Approval - Authorize the City Manager to enter into a new five (5) year agreement with Axon allowing the purchase of 118 Axon Body-Worn Camera 4's, 143 Taser-10 Conducted Energy Weapons, and technology software in the amount of \$2,489,074.13.

**ADMINISTRATIVE ITEMS** - Administrative Items are matters on the regular City Council Agenda other than Public Hearings.

3. Consider Approval – Res. 24-\_\_\_\_, Adoption of a Resolution Amending the 2024-2025 Community Development Block Grant (CDBG) Action Plan to increase funding for the Micro-enterprise Culinary Kitchen Project by \$30,000, for a total of \$85,000, and the Low-Income Owner Occupied Housing Rehabilitation Program by \$55,000, for a total of \$155,000; and Consider Approval – Res. 24-\_\_\_\_, Amending the FY 2024-2025 Housing and Community Development Budget to allow for expenditure of prior year unused and carry over CDBG funds.

**Staff:** Claudia Cazares, Housing Program Manager  
**Recommendation:** Approve

4. Consider Adoption – **Ord. 24-16**, Amending Section 2.1.01 of Chapter 2 of Title 2 of the Clovis Municipal Code Relating to City Council Meeting Day and Time. **(3-2, with Mayor Ashbeck and Mayor Pro Tem Mouanoutoua voting no)**

**Staff:** Briana Parra, City Clerk  
**Recommendation:** Adopt

5. Provide Direction – Consider Update on the Impact of Short-Term Rentals in Clovis and Provide Direction on Desired Policy Changes.

**Staff:** Andrew Haussler, Assistant City Manager  
**Recommendation:** Provide Direction

**COUNCIL ITEMS**

6. Consider Approval - Res. 24-\_\_\_\_, Agreement for Professional Legal Services as City Attorney.

**Staff:** John Holt, City Manager  
**Recommendation:** Approve

7. Consider Re-Appointment – Fresno County Transportation Authority Urban at Large Board Member, with a term ending October 10, 2026.

**Staff:** John Holt, City Manager  
**Recommendation:** Consider Re-Appointment

**CITY MANAGER COMMENTS**

**COUNCIL COMMENTS**

**CLOSED SESSION** - A “closed door” (not public) City Council meeting, allowed by State law, for consideration of pending legal matters and certain matters related to personnel and real estate transactions.

8. Government Code Section 54956.9(d)(2)  
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation  
One potential case

**RECONVENE INTO OPEN SESSION AND REPORT FROM CLOSED SESSION**

**ADJOURNMENT**

**FUTURE MEETINGS**

Regular City Council Meetings are held at 6:00 P.M. in the Council Chamber. The following are future meeting dates:

- Nov. 18, 2024 (Mon.)
- Dec. 2, 2024 (Mon.)
- Dec. 9, 2024 (Mon.)
- Dec. 16, 2024 (Mon.)

**CLOVIS CITY COUNCIL MEETING**

**November 4, 2024**

**6:00 P.M.**

**Council Chamber**

Meeting called to order by Mayor Ashbeck **at 6:01**  
Flag Salute led by Councilmember Pearce

Roll Call: Present: Councilmembers, Basgall, Bessinger, Mouanoutoua, Pearce  
Mayor Ashbeck

**PUBLIC COMMENTS – 6:02**

Steve Trevino, resident, expressed concerns about the speed and condition of Bullard Avenue, stating that 40 mph is too fast near a school zone, and suggested adding crosswalks at Bullard and Stanford Avenue and Bullard and Renn Avenue, while also pointing out issues on Fifth Street related to a bench and a wooden fence.

Judy Johnson, resident, raised concerns about traffic safety near Clovis Elementary School, noting the lack of a crosswalk and crossing guard, and called for a volunteer to assist with traffic and ensure safe crossing for students around Armstrong and Barstow.

**CONSENT CALENDAR – 6:12**

Upon call, there was no public comment.

Motion by Councilmember Bessinger, seconded by Councilmember Mouanoutoua, that the items with the exception of item 3, on the Consent Calendar be approved. Motion carried by unanimous vote.

1. Administration - Approval - Minutes for the October 14, 2024, Regular Council Meeting and the October 28, 2024, Special Council Meeting.
2. Administration – Receive and File – Economic Development Corporation Serving Fresno County Quarterly Report, Q1 July - September 2024.
4. Administration - Approval of various actions related to a proposed general tax ballot measure for the November 5, 2024, Municipal Election. Adoption of the two ordinances will be contingent upon voter approval of the Measure at the November 5, 2024, election. (A) Consider Adoption - Ord. 24-14, An Ordinance of the City Council of the City of Clovis Adding Article 7 to Chapter 3.3 of Title 3 of the Clovis Municipal Code Pertaining to the Imposition of a one percent (1.0%) Transactions and Use Tax for General Government Use; and (B) Consider Adoption - Ord. 24-15, (uncodified) – An Ordinance of the City Council of the City of Clovis Imposing a one percent (1.0%) Transactions and Use Tax for General Government use to be Administered by the California Department of Tax and Fee Administration. (Approved: 5-0)

5. Administration - Approval - **Res. 24-112**, A Resolution of the City Council for the City of Clovis Confirming Assessment for Administrative Penalties for Property Nuisances, 2718 Villa Ave. (Formerly 2736), Clovis, California 93612, APN No.: 499-100-26.
6. Finance – Approval – **Res. 24-113**, Amending the 2024-25 Budget to reappropriate carryover funding from the 2023-24 Budget.
7. Planning and Development Services – Approval – Final Acceptance for CIP 23-13, Bullard Avenue Street Improvements.
8. Planning and Development Services – Approval – Final Acceptance for CIP 23-29, Armstrong Avenue Street Rehabilitation.
9. Planning and Development Services – Approval – Bid Award for CIP 24-13, New Bus Stops: B1 to Dave Christian Construction Co., Inc., in the amount of \$181,372.18; and authorize the City Manager to execute the contract on behalf of the City.
10. Planning and Development Services - Approval – Final Acceptance for Final Map for Tract 6263, located at the southeast corner of Shepherd and N Preuss Avenues (Lennar Homes of California, Inc.).
11. Public Utilities – Approval – Bid Award for CIP 23-24, Palmina Park Playground Improvement in the Total Amount of \$129,860.00, and Authorize the City Manager to Execute the Contract on Behalf of the City.
12. Public Utilities – Approval – **Res. 24-114**, Authorizing the Submittal of an Application Under the SJVAPCD Public Benefit Grant Program - New Alternative Fuel Vehicle Purchase and Authorizing the City Manager to be the Contract Authority; and Approval – Waive Formal Bidding Requirements and Authorize the Purchases of Two (2) 2024 Chevrolet Silverado 3WT EV Crew Cabs from Hedricks Chevrolet in the Amount of \$150,780 and One (1) 2024 Ford Lightning EV Crew Cab from Future Ford of Clovis in the Amount of \$71,294.05.

**ITEMS PULLED FROM CONSENT CALENDAR**

- 6:13 ITEM 3. Administration - Receive and File – Business Organization of Old Town (BOOT) First Quarter Report, July through September 2024.

Mayor Pro Tem Mouanoutoua gave direction to staff to collaborate with BOOT over the coming months to increase the city's share of funding, integrate it into the five-year forecast, and present it to the council during the budget process.

Upon call, there was no public comment.

Motion for approval by Councilmember Mouanoutoua, seconded by Councilmember Bessinger. Motion carried by unanimous vote.

**PUBLIC HEARINGS – 6:22**

- 6:22 ITEM 13 - Consider Approval - **Res. 24-115**, GPA2024-005, A Resolution of the Clovis City Council: (1) Approving an addendum to the City’s General Plan Environmental Impact Report; (2) Approving General Plan Amendment 2024-005 for the adoption of the City of Clovis Sixth Cycle Housing Element; and (3) Authorizing staff to submit the Housing Element to the California Department of Housing and Community Development.

Upon call, there was no public comment.

Motion for approval by Councilmember Basgall, seconded by Councilmember Pearce.  
Motion carried by unanimous vote.

**ADMINISTRATIVE ITEMS – 7:00**

7:00 ITEM 14 - Consider Introduction – **Ord. 24-16**, Amending Section 2.1.01 of Chapter 2 of Title 2 of the Clovis Municipal Code Relating to City Council Meeting Day and Time.

Upon call, there was no public comment.

Councilmember Bessinger requested that the change take effect on February 1, 2025, with Councilmembers Bessinger, Basgall, and Pearce supporting a shift to Tuesday night meetings. However, Mayor Ashbeck expressed concerns about implementing the change before appointing the next City Manager, suggested postponing the decision, and emphasized exploring ways to make the meetings more effective and opposing any immediate action.

Motion for approval by Councilmember Pearce, seconded by Councilmember Basgall. The motion, as amended to begin February 1, 2025, carried by a 3-2 vote with Mayor Ashbeck and Mayor Pro Tem Mouanoutoua voted no.

**CITY MANAGER COMMENTS – 7:13**

None.

**COUNCIL COMMENTS – 7:14**

None.

**CLOSED SESSION – 7:17**

ITEM 15 - GOVERNMENT CODE SECTION 54956.9(D)(2) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION SIGNIFICANT EXPOSURE TO LITIGATION ONE POTENTIAL CASE

No action taken.

ITEM 16 - GOVERNMENT CODE SECTION 54956.9(D)(1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION CASE NAME: DESIREE MARTINEZ V. CITY OF CLOVIS, ET AL., CASE NO. F082914

No action taken.

**RECONVENE INTO OPEN SESSION AND REPORT FROM CLOSED SESSION**

**ADJOURNMENT**

Mayor Ashbeck adjourned the meeting of the Council to November 12, 2024.

Meeting adjourned: 8:50 p.m.

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Mayor

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City Clerk





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: November 12, 2024

SUBJECT: Police – Approval - Authorize the City Manager to enter into a new five (5) year agreement with Axon allowing the purchase of 118 Axon Body-Worn Camera 4's, 143 Taser-10 Conducted Energy Weapons, and technology software in the amount of \$2,489,074.13.

ATTACHMENTS: 1. Axon Five (5) year quote  
2. Axon Master Services Agreement

### RECOMMENDATION

Waive the City's usual purchasing requirements and authorize the City Manager to enter into a new five (5) year agreement with Axon Enterprise, Inc. for the purchase of 118 Axon Body-Worn Camera 4's (AB4s), 143 Taser-10 Conducted Energy Weapons (all training, accessories, and support included), and technology software.

### EXECUTIVE SUMMARY

The Clovis Police Department's current agreement with Axon will end in January 2025. At that time, none of our current body-worn cameras or Taser-7s will be supported or warrantied. Replacement cartridges, parts, repair, and support will slowly disappear until they are no longer available.

Technology and equipment have changed and improved since our last purchase of body-worn cameras and the Taser-7. The new contract will include all updated equipment, technology, and software, which did not exist in our last contract. The purchase of 118 Axon Body-Worn Camera 4's and 143 Taser-10 Conducted Energy Weapons will allow the Police Department staff to deploy new, supported, and reliable CEWs with standardized training and equipment for all assigned staff.

### BACKGROUND

Currently, the department has 130 Taser-7 models, 94 Axon Body 3 cameras, and 21 Axon Flex 2 cameras in inventory. Many of these have been in service since 2020 or before. Axon, the manufacturer of the Taser and our body-worn cameras has indicated that they will soon end support of the Taser-7, Axon Body 3, and Axon Flex 2. No additional training, support, or replacement parts will be available.

The Police Department is currently in a 5-year agreement with Axon Enterprise, Inc. as the supplier of our body cameras, Tasers, and software systems known as Axon Performance, Axon Community Request, and Axon Evidence, which expires in January 2025. Upon approval, our new 5-year agreement will include Axon Body 4 cameras, receiving a set of all new cameras at year 3, Taser 10's, to include all equipment for the Tasers including training for our instructors, all of our current software systems, and new software systems called Axon Redaction Assistant, Axon Auto Tagging, Axon Auto-Transcribe, and Draft One. Each software system will save time for the processes our staff currently goes through to process evidence and write reports.

Axon has agreed to provide us with an additional software system called Fusus for 1 year, in year 2 of the agreement, as a trial at no cost. Axon is the sole source provider for all of these products, including our digital evidence storage. Fusus will be used as an integral part of our upcoming Real Time Information Center.

#### **FISCAL IMPACT**

The total cost of this 5-year agreement is \$2,489,074.13 spread out over the 5-year period. In anticipation of this new 5-year agreement, funds were put in the currently approved budget.

#### **REASON FOR RECOMMENDATION**

To enter into a five (5) year agreement with Axon to continue with services and updated equipment for the Police Department, which is only provided by Axon.

#### **ACTIONS FOLLOWING APPROVAL**

The Clovis Police Department will enter into a new 5-year agreement with Axon Enterprises.

#### **CONFLICT OF INTEREST**

None.

Prepared by: Jared Binford, Police Lieutenant

Reviewed by: City Manager *AA*



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

**AGENDA ITEM NO. 2.**

Issued: 10/17/2024  
 Quote Expiration: 12/15/2024  
 Estimated Contract Start Date: 02/01/2025

Account Number: 110705  
 Payment Terms: N30  
 Delivery Method:

SHIP TO	BILL TO
Clovis Police Dept. - CA 1233 5th St Clovis, CA 93612-1316 USA	Clovis Police Dept. - CA 1233 5th St Clovis CA 93612-1316 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Allen Sliper Phone: Email: asliper@axon.com Fax:	Jared Binford Phone: 5593242471 Email: jaredb@cityofclovis.com Fax:

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$2,431,179.98</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$2,489,074.13</b>

**Discount Summary**

Average Savings Per Year	\$157,093.43
<b>TOTAL SAVINGS</b>	<b>\$785,467.16</b>

**Payment Summary**

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Jan 2025	\$530,976.62	\$11,578.80	\$542,555.42
Jan 2026	\$475,050.84	\$11,578.80	\$486,629.64
Jan 2027	\$475,050.84	\$11,578.80	\$486,629.64
Jan 2028	\$475,050.84	\$11,578.80	\$486,629.64
Jan 2029	\$475,050.84	\$11,578.95	\$486,629.79
<b>Total</b>	<b>\$2,431,179.98</b>	<b>\$57,894.15</b>	<b>\$2,489,074.13</b>

Quote Unbundled Price:

Quote List Price:

Quote Subtotal:

AGENDA ITEM NO. 2.

\$2,868,983.14

\$2,431,179.98

**Pricing**

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

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$4,860.22)	(\$4,860.22)	\$0.00	(\$4,860.22)
M00010	BUNDLE - OFFICER SAFETY PLAN 10	115	60	\$259.31	\$216.65	\$175.82	\$1,213,158.00	\$47,974.15	\$1,261,132.15
M00016	BUNDLE - FUSUS BASIC	1	12	\$6,666.67	\$4,166.67	\$0.00	\$0.00	\$0.00	\$0.00
C00010	BUNDLE - TASER 10 CERTIFICATION	25	60	\$96.78	\$81.24	\$81.24	\$121,860.00	\$8,236.73	\$130,096.73
<b>A la Carte Hardware</b>									
H00002	AB4 Multi Bay Dock Bundle	2			\$1,638.90	\$1,638.90	\$3,277.80	\$261.41	\$3,539.21
H00001	AB4 Camera Bundle	21			\$849.00	\$849.00	\$17,829.00	\$1,421.86	\$19,250.86
H00002	AB4 Multi Bay Dock Bundle	13			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	94			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Software</b>									
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	115	60		\$10.85	\$10.85	\$74,865.00	\$0.00	\$74,865.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	115	60		\$10.85	\$10.85	\$74,865.00	\$0.00	\$74,865.00
73739	AXON PERFORMANCE - LICENSE	115	60		\$10.85	\$10.85	\$74,865.00	\$0.00	\$74,865.00
73618	AXON COMMUNITY REQUEST	115	60		\$10.85	\$10.85	\$74,865.00	\$0.00	\$74,865.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	115	60		\$22.57	\$22.57	\$155,733.00	\$0.00	\$155,733.00
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	115	60		\$70.52	\$70.52	\$486,588.00	\$0.00	\$486,588.00
BasicLicense	Basic License Bundle	58	60		\$16.27	\$16.25	\$56,550.00	\$0.00	\$56,550.00
ProLicense	Pro License Bundle	8	60		\$43.40	\$43.33	\$20,798.40	\$0.00	\$20,798.40
<b>A la Carte Services</b>									
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,786.00	\$6,786.00	\$6,786.00	\$0.00	\$6,786.00
85147	AXON TASER - PSO - STARTER	1			\$14,000.00	\$14,000.00	\$14,000.00	\$0.00	\$14,000.00
85055	AXON BODY - PSO - FULL SERVICE	1			\$40,000.00	\$40,000.00	\$40,000.00	\$0.00	\$40,000.00
<b>Total</b>							<b>\$2,431,179.98</b>	<b>\$57,894.15</b>	<b>\$2,489,074.13</b>

**Delivery Schedule**

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	94	1	01/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	21	1	01/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	01/01/2025

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	104	1	01/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	24	1	01/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	104	1	01/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	24	1	01/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	1	01/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	13	1	01/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	13	1	01/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	01/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	01/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	13	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	2	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	115	2	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	115	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	3	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	2300	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	690	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	115	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	115	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	115	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	20	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	230	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	25	2	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	25	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	25	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	500	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	150	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	250	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	25	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	5	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	25	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	01/01/2025

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - FUSUS BASIC	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	4	1	01/01/2026
BUNDLE - FUSUS BASIC	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	1	1	01/01/2026
BUNDLE - FUSUS BASIC	101408	AXON RESPOND - FUSUSCORE - CAD	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	350	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	920	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	340	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	920	1	01/01/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	70	1	01/01/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	118	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	15	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	350	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	920	1	01/01/2028
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	01/01/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	340	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	920	1	01/01/2029
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	70	1	01/01/2029
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	118	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	15	1	01/01/2030

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	58	02/01/2025	01/31/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	58	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	101180	AXON TASER - DATA SCIENCE PROGRAM	115	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	115	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	2	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73638	AXON STANDARDS - LICENSE	115	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73680	AXON RESPOND PLUS - LICENSE	115	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1150	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	115	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	115	02/01/2025	01/31/2030
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	25	02/01/2025	01/31/2030
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/01/2025	01/31/2030
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	25	02/01/2025	01/31/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	24	02/01/2025	01/31/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	8	02/01/2025	01/31/2030
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	115	02/01/2025	01/31/2030
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	115	02/01/2025	01/31/2030
A la Carte	73618	AXON COMMUNITY REQUEST	115	02/01/2025	01/31/2030
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	115	02/01/2025	01/31/2030
A la Carte	73739	AXON PERFORMANCE - LICENSE	115	02/01/2025	01/31/2030
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	115	02/01/2025	01/31/2030
BUNDLE - FUSUS BASIC	101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	1	02/01/2026	01/31/2027

**Services**

Bundle	Item	Description	QTY
BUNDLE - FUSUS BASIC	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1
BUNDLE - OFFICER SAFETY PLAN 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	115
BUNDLE - OFFICER SAFETY PLAN 10	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	25
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	85055	AXON BODY - PSO - FULL SERVICE	1
A la Carte	85147	AXON TASER - PSO - STARTER	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	115	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	20	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	115	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	115	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	3	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	15	01/01/2026	01/31/2030
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	25	01/01/2026	01/31/2030
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	25	01/01/2026	01/31/2030
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	5	01/01/2026	01/31/2030
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/01/2026	01/31/2030
BUNDLE - FUSUS BASIC	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	4	01/01/2027	01/31/2027
BUNDLE - FUSUS BASIC	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	01/01/2027	01/31/2027
BUNDLE - FUSUS BASIC	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	01/01/2027	01/31/2027



## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1233 5th St	Clovis	CA	93612-1316	USA
2	1233 5th St	Clovis	CA	93612-1316	USA

## Payment Details

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	115	\$97,317.59	\$0.00	\$97,317.59
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	115	\$14,973.00	\$0.00	\$14,973.00
Year 1	73618	AXON COMMUNITY REQUEST	115	\$14,973.00	\$0.00	\$14,973.00
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	115	\$14,973.00	\$0.00	\$14,973.00
Year 1	73739	AXON PERFORMANCE - LICENSE	115	\$14,973.00	\$0.00	\$14,973.00
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	115	\$31,146.60	\$0.00	\$31,146.60
Year 1	BasicLicense	Basic License Bundle	58	\$11,310.00	\$0.00	\$11,310.00
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	25	\$24,372.01	\$1,647.34	\$26,019.35
Year 1	H00001	AB4 Camera Bundle	94	\$0.00	\$0.00	\$0.00
Year 1	H00001	AB4 Camera Bundle	21	\$3,565.80	\$284.37	\$3,850.17
Year 1	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$52.28	\$707.84
Year 1	M00010	BUNDLE - OFFICER SAFETY PLAN 10	115	\$242,631.60	\$9,594.81	\$252,226.41
Year 1	ProLicense	Pro License Bundle	8	\$4,159.68	\$0.00	\$4,159.68
Year 1 PSO	85055	AXON BODY - PSO - FULL SERVICE	1	\$40,000.00	\$0.00	\$40,000.00
Year 1 PSO	85147	AXON TASER - PSO - STARTER	1	\$14,000.00	\$0.00	\$14,000.00
Year 1 PSO	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$6,786.00	\$0.00	\$6,786.00
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$4,860.22)	\$0.00	(\$4,860.22)
<b>Total</b>				<b>\$530,976.62</b>	<b>\$11,578.80</b>	<b>\$542,555.42</b>

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00010	BUNDLE - OFFICER SAFETY PLAN 10	115	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	115	\$97,317.59	\$0.00	\$97,317.59
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	115	\$14,973.00	\$0.00	\$14,973.00
Year 2	73618	AXON COMMUNITY REQUEST	115	\$14,973.00	\$0.00	\$14,973.00
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	115	\$14,973.00	\$0.00	\$14,973.00
Year 2	73739	AXON PERFORMANCE - LICENSE	115	\$14,973.00	\$0.00	\$14,973.00
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	115	\$31,146.60	\$0.00	\$31,146.60
Year 2	BasicLicense	Basic License Bundle	58	\$11,310.00	\$0.00	\$11,310.00
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	25	\$24,372.01	\$1,647.34	\$26,019.35
Year 2	H00001	AB4 Camera Bundle	21	\$3,565.80	\$284.37	\$3,850.17
Year 2	H00001	AB4 Camera Bundle	94	\$0.00	\$0.00	\$0.00

**Jan 2026**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$52.28	\$707.84
Year 2	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Year 2	M00010	BUNDLE - OFFICER SAFETY PLAN 10	115	\$242,631.60	\$9,594.81	\$252,226.41
Year 2	ProLicense	Pro License Bundle	8	\$4,159.68	\$0.00	\$4,159.68
<b>Total</b>				<b>\$475,050.84</b>	<b>\$11,578.80</b>	<b>\$486,629.64</b>

**Feb 2026**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00016	BUNDLE - FUSUS BASIC	1	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Jan 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	115	\$97,317.59	\$0.00	\$97,317.59
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	115	\$14,973.00	\$0.00	\$14,973.00
Year 3	73618	AXON COMMUNITY REQUEST	115	\$14,973.00	\$0.00	\$14,973.00
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	115	\$14,973.00	\$0.00	\$14,973.00
Year 3	73739	AXON PERFORMANCE - LICENSE	115	\$14,973.00	\$0.00	\$14,973.00
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	115	\$31,146.60	\$0.00	\$31,146.60
Year 3	BasicLicense	Basic License Bundle	58	\$11,310.00	\$0.00	\$11,310.00
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	25	\$24,372.01	\$1,647.34	\$26,019.35
Year 3	H00001	AB4 Camera Bundle	21	\$3,565.80	\$284.37	\$3,850.17
Year 3	H00001	AB4 Camera Bundle	94	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$52.28	\$707.84
Year 3	M00010	BUNDLE - OFFICER SAFETY PLAN 10	115	\$242,631.60	\$9,594.81	\$252,226.41
Year 3	ProLicense	Pro License Bundle	8	\$4,159.68	\$0.00	\$4,159.68
<b>Total</b>				<b>\$475,050.84</b>	<b>\$11,578.80</b>	<b>\$486,629.64</b>

**Jan 2028**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	115	\$97,317.59	\$0.00	\$97,317.59
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	115	\$14,973.00	\$0.00	\$14,973.00
Year 4	73618	AXON COMMUNITY REQUEST	115	\$14,973.00	\$0.00	\$14,973.00
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	115	\$14,973.00	\$0.00	\$14,973.00
Year 4	73739	AXON PERFORMANCE - LICENSE	115	\$14,973.00	\$0.00	\$14,973.00
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	115	\$31,146.60	\$0.00	\$31,146.60
Year 4	BasicLicense	Basic License Bundle	58	\$11,310.00	\$0.00	\$11,310.00
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	25	\$24,372.01	\$1,647.34	\$26,019.35
Year 4	H00001	AB4 Camera Bundle	94	\$0.00	\$0.00	\$0.00
Year 4	H00001	AB4 Camera Bundle	21	\$3,565.80	\$284.37	\$3,850.17
Year 4	H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$52.28	\$707.84
Year 4	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Year 4	M00010	BUNDLE - OFFICER SAFETY PLAN 10	115	\$242,631.60	\$9,594.81	\$252,226.41
Year 4	ProLicense	Pro License Bundle	8	\$4,159.68	\$0.00	\$4,159.68
<b>Total</b>				<b>\$475,050.84</b>	<b>\$11,578.80</b>	<b>\$486,629.64</b>

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	115	\$97,317.59	\$0.00	\$97,317.59
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	115	\$14,973.00	\$0.00	\$14,973.00
Year 5	73618	AXON COMMUNITY REQUEST	115	\$14,973.00	\$0.00	\$14,973.00
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	115	\$14,973.00	\$0.00	\$14,973.00
Year 5	73739	AXON PERFORMANCE - LICENSE	115	\$14,973.00	\$0.00	\$14,973.00
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	115	\$31,146.60	\$0.00	\$31,146.60
Year 5	BasicLicense	Basic License Bundle	58	\$11,310.00	\$0.00	\$11,310.00
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	25	\$24,372.01	\$1,647.37	\$26,019.38
Year 5	H00001	AB4 Camera Bundle	94	\$0.00	\$0.00	\$0.00
Year 5	H00001	AB4 Camera Bundle	21	\$3,565.80	\$284.38	\$3,850.18
Year 5	H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$52.29	\$707.85
Year 5	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Year 5	M00010	BUNDLE - OFFICER SAFETY PLAN 10	115	\$242,631.60	\$9,594.91	\$252,226.51
Year 5	ProLicense	Pro License Bundle	8	\$4,159.68	\$0.00	\$4,159.68
<b>Total</b>				<b>\$475,050.84</b>	<b>\$11,578.95</b>	<b>\$486,629.79</b>

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

## 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](http://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

Agency has existing contract(s) originated via Quote(s): Q-235809

Agency is terminating those contracts effective 2/1/2025. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$4,860.22 to the quote for paid but undelivered items.

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes Q-235809. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

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Signature

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Date Signed

10/17/2024



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

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer'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 for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

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

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

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

7. **Warranty.**

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

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal

Version: 22

Release Date: 8/2/2024

ATTACHMENT 2

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- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new 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 Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other 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. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer 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. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer 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 Customer.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon 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. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
15. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
  - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
  - 16.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
  - 16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer 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 Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
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 Customer receives a public records request to disclose Axon

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

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, Customer, 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, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Customer'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 Customer 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, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.



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

**AXON:**

Axon Enterprise, Inc.

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

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

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

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

**CUSTOMER:**

\_\_\_\_\_

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

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

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

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

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## Axon Cloud Services Terms of Use Appendix

### 1. Definitions.

- a. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
  - b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.
  - c. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
  - d. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
  - e. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
- a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic

## Master Services and Purchasing Agreement for Customer

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

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

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

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

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

10. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services 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. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

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

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

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

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

13. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

- a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")



**Master Services and Purchasing Agreement for Customer**

- b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
  - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
  - d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;
  - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
15. **Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
16. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
17. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
18. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

## Master Services and Purchasing Agreement for Customer

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

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

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





## Master Services and Purchasing Agreement for Customer

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

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

## Professional Services Appendix

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

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

<p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>Configure categories and custom roles based on Customer need</li> <li>Register cameras to Customer domain</li> <li>Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access</li> <li>One on-site session included</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>Work with Customer to decide the ideal location of Docks and set configurations on Dock</li> <li>Authenticate Dock with Axon Evidence using admin credentials from Customer</li> <li>On-site assistance, not to include physical mounting of docks</li> </ul>
<p><b>Best practice implementation planning session</b></p> <ul style="list-style-type: none"> <li>Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies</li> <li>Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management</li> <li>Provide referrals of other agencies using the Axon camera devices and Axon Evidence</li> <li>Recommend rollout plan based on review of shift schedules</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b> Step-by-step explanation and assistance for Customer's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>
<p><b>Axon instructor training (Train the Trainer)</b> Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p><b>Evidence sharing training</b> Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p><b>End user go-live training and support sessions</b></p> <ul style="list-style-type: none"> <li>Assistance with device set up and configuration</li> <li>Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<p><a href="#"><u>Implementation document packet</u></a> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>
<p><b>Post go-live review</b></p>

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

<b>System set up and configuration (Remote Support)</b>
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<ul style="list-style-type: none"> <li>Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>Configure categories &amp; custom roles based on Customer need</li> <li>Troubleshoot IT issues with Axon Evidence and Dock access</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>Work with Customer to decide the ideal location of Dock setup and set configurations on Dock</li> <li>Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer</li> <li>Does not include physical mounting of docks</li> </ul>
<p><b>Axon instructor training (Train the Trainer)</b>            Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p><b>End user go-live training and support sessions</b></p> <ul style="list-style-type: none"> <li>Assistance with device set up and configuration</li> <li>Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<p><b><u>Implementation document packet</u></b>            Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

<b>System set up and configuration</b>
<ul style="list-style-type: none"> <li>Configure Axon Evidence categories &amp; custom roles based on Customer need.</li> <li>Troubleshoot IT issues with Axon Evidence.</li> <li>Register users and assign roles in Axon Evidence.</li> <li><b>For the CEW Full Service Package:</b> On-site assistance included</li> <li><b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<p><b>Dedicated Project Manager</b>            Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout</p>
<p><b>Best practice implementation planning session to include:</b></p> <ul style="list-style-type: none"> <li>Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies</li> <li>Discuss the importance of entering metadata and best practices for digital data management</li> <li>Provide referrals to other agencies using TASER CEWs and Axon Evidence</li> <li><b>For the CEW Full Service Package:</b> On-site assistance included</li> <li><b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b>            On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>
<p><b>Axon Evidence Instructor training</b></p> <ul style="list-style-type: none"> <li>Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.</li> <li><b>For the CEW Full Service Package:</b> Training for up to 3 individuals at Customer</li> <li><b>For the CEW Starter Package:</b> Training for up to 1 individual at Customer</li> </ul>
<p><b>TASER CEW inspection and device assignment</b>            Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<p><b>Post go-live review</b>  <b>For the CEW Full Service Package:</b> On-site assistance included.  <b>For the CEW Starter Package:</b> Virtual assistance included.</p>

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

<p><b>Archival of CEW Firing Logs</b>            Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW</p>
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Smart Weapons that Customer is replacing with newer Smart Weapon models.

**Return of Old Weapons**

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

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

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

<p><b>System set up and configuration (Remote Support)</b></p> <ul style="list-style-type: none"> <li>Instructor-led setup of Axon VR headset content</li> <li>Configure Customer settings based on Customer need</li> <li>Troubleshoot IT issues with Axon VR headset</li> </ul>
<p><b>Axon instructor training (Train the Trainer)</b></p> <p>Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p><b>Classroom and practical training sessions</b></p> <p>Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices</p>

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

<p><b>System set up and configuration (Remote Support)</b></p> <ul style="list-style-type: none"> <li>Instructor-led setup of Axon Air App (ASDS)</li> <li>Configure Customer settings based on Customer need</li> <li>Configure drone controller</li> <li>Troubleshoot IT issues with Axon Evidence</li> </ul>
<p><b>Axon instructor training (Train the Trainer)</b></p> <p>Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p><b>Classroom and practical training sessions</b></p> <p>Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices</p>

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.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- b. **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 Customer travel time by Axon

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personnel to Customer premises as work hours.

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

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



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### TASER Device Appendix

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

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

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

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

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termination.

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



**Master Services and Purchasing Agreement for Customer****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 Customer'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 Customer'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 Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer 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. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
  - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Customer'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 Customer 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 Customer'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 Customer; 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.** Customer authorizes Axon to access Customer'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 Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

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## Axon Fleet Appendix

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

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

## Master Services and Purchasing Agreement for Customer

6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
  - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
  - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer 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.
8. **Axon Fleet Termination.** Axon may terminate Customer'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. Customer 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 Customer 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 Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, 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 Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer 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 Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer 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, 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. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.**
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

## Master Services and Purchasing Agreement for Customer

### 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 Customer 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 Customer.
  - 1.1. If Customer 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 Customer, 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, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer'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 Customer, Axon will need to store call for service data from Customer'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 Customer 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 Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
  - 1.1. If Customer 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 Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer 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 Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer 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.** Customer'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 Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.



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## Axon Application Programming Interface Appendix

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

### 1. **Definitions.**

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

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

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

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

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

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

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



## Master Services and Purchasing Agreement for Customer

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

**Master Services and Purchasing Agreement for Customer****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 Customer 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 Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer 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, Customer 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 Customer 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.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer 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. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer'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 Customer 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 Customer.
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 Customer 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. Customer 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 Customer. If Customer 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 Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer 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 Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer 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 Customer 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



## Master Services and Purchasing Agreement for Customer

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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.

**Axon Event Offer Appendix**

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

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



# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: November 12, 2024

SUBJECT: Consider Approval – Res. 24-\_\_\_\_, Adoption of a Resolution Amending the 2024-2025 Community Development Block Grant (CDBG) Action Plan to increase funding for the Micro-enterprise Culinary Kitchen Project by \$30,000, for a total of \$85,000, and the Low-Income Owner Occupied Housing Rehabilitation Program by \$55,000, for a total of \$155,000; and Consider Approval – Res. 24-\_\_\_\_, Amending the FY 2024-2025 Housing and Community Development Budget to allow for expenditure of prior year unused and carry over CDBG funds.

**Staff:** Claudia Cazares, Housing Program Manager

**Recommendation:** Approve

ATTACHMENTS: 1. Resolution – Substantial Amendment to the 2024-2025 Action Plan  
2. Resolution – Budget Amendment

### RECOMMENDATION

Consider adopting the substantial amendment to the 2024-2025 CDBG Action Plan; and amending the FY 2024-2025 Housing and Community Development Budget to increase funding for the Micro-enterprise Culinary Kitchen Project by \$30,000, for a total of \$85,000, and the Low-Income Owner-Occupied Housing Rehabilitation Program by \$55,000, for a total of \$155,000, to allow for expenditure of prior year unused and carry over CDBG funds, and authorize the City Manager, or designee, to execute any necessary forms or agreements.

### EXECUTIVE SUMMARY

The U.S. Department of Housing and Urban Development (HUD) authorizes the City of Clovis is to appropriate prior year unused and carry over CDBG funds for current year priority projects and activities. Currently the City has \$89,670 in CDBG funds available for appropriation into eligible activities. Staff recommends increasing CDBG funds to both the Culinary Kitchen and the Owner-Occupied Housing Rehabilitation program to assist in meeting the demand generated by both programs.

**BACKGROUND**

HUD provides CDBG Program funding on a yearly (entitlement) basis to the City of Clovis for the benefit of low-income residents and lower income neighborhoods. As part of the City's annual programming responsibilities, on May 6, 2024, the Clovis City Council approved the 2024-2025 CDBG Annual Action identifying the activities to receive CDBG funds. The Action Plan identified funding the Clovis Culinary Kitchen with \$55,000, and the Owner-Occupied Housing Rehabilitation Program with \$100,000, in CDBG funds.

Since that time, staff has completed and closed out previous year projects, including Program Administration and the Culinary Kitchen Program that had unused funds, and identified previous year Rehabilitation Program Activities that need to be carried over to the current year for funding and completion. The dollar amount available from unused funds and carryover projects is \$89,670. Of this amount, staff recommends approving an increase of \$30,000 for the Clovis Culinary Kitchen (total \$85,000) and approving an increase of \$55,000 for the Housing Rehabilitation Program (total \$155,000).

The additional CDBG funds recommended for the Culinary Kitchen will help additional low-income residents establish or continue their small businesses at the Culinary Kitchen by assisting with their space and tool rental. The additional CDBG funds recommended for the Housing Rehabilitation Program will assist in funding three carry-over projects approved in the previous fiscal year, and potentially funds two new homes.

As part of the recommended action, staff is requesting approval of a Budget Amendment to allow for the expenditure of the additional funds in the amount of \$30,000 for the Culinary Kitchen Program. No change is needed in the Budget for the changes requested in the Housing Rehabilitation Program as these were already accounted for in the Budget preparation process, and approved in the 2024-2025 City Budget.

As part of the City's Citizen Participation Plan several actions were taken to encourage public participation in the Substantial Amendment Process. A public notice was published in local print media, on City social media, and on the City's website, in English, Spanish and Hmong on October 11, 2024. The same notice was made available at local public places such as the Clovis Branch Library, Senior Center, and the Transit Center. Additionally, local non-profit service providers who provide outreach to low-income populations were also provided notice. The Substantial Amendment process provides for a 30-day public review and comment process. No public comments or questions have been submitted as of the drafting of this report.

**FISCAL IMPACT**

There is no impact to the General Fund. The recommended funding is available in the CDBG Program.

**REASON FOR RECOMMENDATION**

HUD requires the City Council to hold a public hearing for review and approval of all Substantial Amendments identified in the CDBG Program. The Substantial Amendment process applies to projects where funding modifications of 25% or more of original approved funding is contemplated, as is this case with these recommended changes.

**ACTIONS FOLLOWING APPROVAL**

Staff will submit the Substantial Amendment to HUD for review and approval, and subsequently implement the changes through regular programming.

**CONFLICT OF INTEREST**

None.

Prepared by: Claudia Cazares, Housing Program Manager

Reviewed by: City Manager *CA*

**RESOLUTION 24-\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
APPROVING THE SUBSTANTIAL AMENDMENT TO THE 2024-2025 CDBG ANNUAL  
ACTION PLAN**

**WHEREAS**, the City Council of the City of Clovis is a U. S. Department of Housing and Urban Development (HUD) entitlement city for the purpose of receiving Community Development Block Grant (CDBG) Program funds; and

**WHEREAS**, the City of Clovis currently has unused and carry-over CDBG funds available within its CDBG Program to increase funding available to current activities and projects; and

**WHEREAS**, HUD requires the City of Clovis to Substantially Amend its CDBG Action Plan when changes to previously approved CDBG projects includes modifications of 25% in CDBG funding; and

**WHEREAS**, the City proposes to amend the utilization of CDBG Program Funds as follows:

- Clovis Culinary Kitchen: increase of \$30,000 in CDBG Funds Revised CDBG Total: \$85,000
- Housing Rehabilitation Program: increase of \$55,000 in CDBG Funds Revised CDBG Total: \$155,000

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Clovis approves and adopts the Substantial Amendment to the 2024-2025 Annual Action Plan and authorizes the City Manager, or designee, to execute any necessary forms or agreements.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 12, 2024, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DATED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AN AMENDMENT TO THE ANNUAL BUDGET FOR FISCAL YEAR 2024-2025**

**WHEREAS**, the City Council adopted the FY 2024-2025 budget on June 10, 2024; and

**WHEREAS**, through the federal Community Development Block Grant (CDBG) Program, the City of Clovis has an additional \$30,000 in funding available to allocate to an eligible activity; and

**WHEREAS**, the revenues and expenditures in the additional amount of \$30,000 were not included in the original adopted budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Clovis approves the budget amendment as shown in the “Summary of Expenditures/Revenues by Department” and “Summary of Expenditures/Revenues by Fund” as attached as Attachment A.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 12, 2024, by the following vote, to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:
  
- DATED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**SUMMARY OF EXPENDITURES BY DEPARTMENT**  
2024-2025

<b>Department</b>	
City Manager (42750-80165)	\$ 30,000
<b>Total</b>	<b><u>30,000</u></b>

**SUMMARY OF EXPENDITURES BY FUND**  
2024-2025

<b>Fund</b>	
Housing & Community Development	\$ 30,000
<b>Total</b>	<b><u>30,000</u></b>

**SUMMARY OF REVENUES BY DEPARTMENT**  
2024-2025

<b>Department</b>	
City Manager (42750-45039)	\$ 30,000
<b>Total</b>	<b><u>30,000</u></b>

**SUMMARY OF REVENUES BY FUND**  
2024-2025

<b>Fund</b>	
Housing & Community Development	\$ 30,000
<b>Total</b>	<b><u>30,000</u></b>



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: November 12, 2024

SUBJECT: Consider Adoption – **Ord. 24-16**, Amending Section 2.1.01 of Chapter 2 of Title 2 of the Clovis Municipal Code Relating to City Council Meeting Day and Time. **(3-2, with Mayor Ashbeck and Mayor Pro Tem Mouanoutoua voting no)**

**Staff:** Briana Parra, City Clerk  
**Recommendation:** Adopt

ATTACHMENTS: 1. Ordinance 24-16

This item is on the regular agenda because at introduction it was approved with a less than unanimous vote.

Please direct questions to the City Manager's office at 559-324-2060.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING SECTION 2.1.01 OF CHAPTER 2 OF TITLE 2 OF THE CLOVIS MUNICIPAL CODE RELATING TO CITY COUNCIL MEETING TIME**

The City Council of the City of Clovis does ordain as follows:

Section 1 Section 2.1.01 of Chapter 2 of Title 2 of the Clovis Municipal Code is hereby amended to read as follows:

**2.1.01 Meetings: Time:**

The Council shall meet three times (3) each month in regular session. Such meetings shall be held on the first, second, and third Tuesdays of each month beginning at 6:00 p.m, unless such Tuesday is a legal holiday, in which event such meeting shall be held on the next business day beginning at 6:00 p.m. and be a regular meeting for all purposes.

Section 3 This Ordinance shall go into effect and be in full force beginning on February 1, 2025.

APPROVED: November 4, 2024

\_\_\_\_\_  
Mayor  
\* \* \* \* \*  
\_\_\_\_\_  
City Clerk  
\* \* \* \* \*

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on November 4, 2024, and was adopted at a regular meeting of said Council held on November 12, 2024, by the following vote, to wit:

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

DATED:

\_\_\_\_\_  
City Clerk



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
 FROM: Administration  
 DATE: November 12, 2024  
 SUBJECT: Provide Direction – Consider Update on the Impact of Short-Term Rentals in Clovis and Provide Direction on Desired Policy Changes.

**Staff:** Andrew Haussler, Assistant City Manager

**Recommendation:** Provide Direction

ATTACHMENTS: 1. Short-term Rental Ordinance

### RECOMMENDATION

For the City Council to consider an update on the status of short-term rental units in Clovis and provide direction for staff to return after the dataset becomes more robust relative to occupancy rates and revenues, assess if calls for service go down as staff engages in compliance with the municipal code, and to allow for a full assessment and possible recommended changes to City policies related to short-term rental units in Clovis.

### EXECUTIVE SUMMARY

City Council requested a review of the status of short-term rentals in Clovis. The City Short-Term Rental Ordinance was last updated in February 2018. In summary, the ordinance requires all short-term rentals to be registered with the City of Clovis, pay transient occupancy tax, obtain a business license, meet certain operating requirements, and provide contact information with the City if an issue arises. The City has identified 137 Short-Term Rentals operating in Clovis that are generally spread throughout the community but there are concentrations Old Town Clovis and Southwest Clovis. Staff is requiring compliance with the City's ordinance. Short-Term Rentals have caused more calls for service than a traditional hotel on a per room basis and produced less revenue than a traditional hotel on a per room basis. Nearby residents have also expressed concerns of the impact of the units on neighborhood quality and character. On a positive note, the units have encouraged additional investment in some older parts of Clovis and are important to the owners as a going business. As staff has just begun utilizing sophisticated tools to find these units and engaged on enforcement of the municipal code it is recommended these trends be monitored with any policy changes to be assessed in the future.

## **BACKGROUND**

### Ordinance in Place

The City Short-Term Rental Ordinance was last updated in February 2018. The ordinance was codified as section 9.58.065 of the City's Municipal Code (Attachment 1). In summary the ordinance requires all short-term rentals to be registered with the City of Clovis, pay transient occupancy tax, obtain a business license, meet certain operating requirements, and provide contact information with the City if an issue arises.

### Other Cities Regulations

Many Cities have been heavily impacted by short-term rentals. These cities are typically popular vacation destinations (Anaheim with Disneyland). The Cities have implemented a variety of regulations to minimize the impact ranging from registration programs, moratoriums on new units, to outright bans.

Several cities in California have banned or heavily restrict short-term rentals. Here is a list of some of these cities:

Santa Ana, Costa Mesa, Garden Grove, Irvine, Redondo Beach, West Hollywood, Danville, Belvedere, Carmel, Del Mar, Hermosa Beach, Larkspur, Manhattan Beach, Ojai, Rancho Palos Verdes, San Juan Capistrano, Sausalito, and Tiburon.

Several cities in California have allowed but further regulated short-term rentals instead of banning them outright. Here are some examples:

1. San Diego: San Diego has implemented a tiered licensing system for short-term rentals, which includes part-time rentals, home-sharing rentals, and whole-home rentals. The city has capped the number of short-term rentals and requires operators to have a Transient Occupancy Tax Certificate.
2. Los Angeles: The city enforces a Home-Sharing Ordinance that restricts short-term rentals to an owner's primary residence for a maximum of 120 days annually. Hosts must obtain a home-sharing permit and adhere to zoning laws that limit vacation rentals in residential zones.
3. San Francisco: Short-term rentals are allowed only if the host is a permanent resident of the property, and rentals are capped at 90 days per year if the host is not present. Hosts must register with the city and comply with tax obligations.

In the Central Valley, the Cities of Fresno and Visalia have a similar ordinance to Clovis and there doesn't appear to be outright bans or moratoriums in the Central Valley. It appears identification and enforcement have been challenges in the Central Valley. The City of Clovis is further ahead in enforcement utilizing technology tools to identify operators to pursue compliance.

Reasons for the bans and/or increased regulations included public safety issues, impact on neighborhood character, impact on housing costs, uneven playing field for traditional hotels, and lack of cooperation with the various marketing platforms.

## Challenges to Regulate

There are at least 20 platforms that are used to market short-term rentals. It has been challenging to identify properties and determine contact information for apparent short-term rentals. At times, the City only becomes aware of a short-term rental after a significant crime has occurred or when neighbors reach out to City Staff with concerns. Some Cities have chosen to disallow short-term rentals but have struggled with enforcement and now have an unregulated market as operators simply change the marketing platform, shift ownership, and provide explicit instructions to guests to not identify as a short-term rental customer when asked during their stay.

## Current Status in Clovis

### Number of Units in Clovis:

The City has made significant efforts to identify and enforce the ordinance. In the spring of 2024, the City engaged with HDL to review and analyze a variety of platforms used to market Short-Term Rentals to identify units that should be complying with the Short-Term Rental ordinance. Before this effort no more than 20 units had complied with the ordinance. HDL identified 137 units that are being marketed as short-term rental units in Clovis and has contacted the owners to gain compliance. To date, 99 have come into compliance with continued enforcement activity underway on the remaining 38 units through the code enforcement team.

The short-term rentals represent less than 1% of the City's current housing stock. Studies have been conducted on the impact of short-term rentals on home ownership and rental costs that indicate it puts upward pressure on these prices. With the low amount in Clovis it is unlikely this is the case at this time but is worth monitoring and it may be pushing up prices in some high demand neighborhoods. Staff have received correspondence expressing concern that these units are making housing units unavailable to residents to purchase or rent. There are areas of Clovis that have higher concentrations of short-term rentals.

### Revenue/Occupancy:

137 short-term rental units equate to approximately one larger hotel in terms of size. A hotel in Clovis typically produces \$4,290 in annual transit occupancy tax per room. Thus far the short-term rentals have produced \$753 in annual transit occupancy tax per unit. If compared to a regular hotel the short-term rentals are underperforming but it is meaningful revenue. However, the cost to manage the units is significantly higher as staff is being proactive on compliance. As compliance grows it is hoped revenues will increase and demand for service will decrease.

### Calls for Service:

The Police and Fire Departments have reviewed the current list of Short-Term Rentals and in the past year there have been a total of 150 calls for service. This is double the calls for service of a traditional hotel in Clovis on a per room/unit basis. In addition, some of the incidents have been gang related and caused significant concern. One advantage of a

traditional hotel is on-site management and continued engagement with the City's staff to address any management needs, this is very hard to accomplish with over a hundred unique owners of Short-Term Rentals.

#### Impact on Neighborhood Quality:

City staff have heard from existing residents of concerns regarding the impacts of Short-Term Rentals on their neighborhoods. The most consistent concern is the loss of having neighbors at all and the shift of the neighborhood from long-term residents to hotel style use. There have also been some concerns with parking and loud parties from time to time which the City has responded to when notified.

Another perspective from the owners of the Short-Term Rentals have cited is the ability to rent units that has allowed them to make investments in older neighborhoods that would not have happened otherwise and the increased income that has allowed residents to age in place while offering an accessory dwelling unit, their home from time-to-time, or a portion of their home as a short-term rental. Staff has also observed significant investments in older neighborhoods in-part due to the ability to operate the homes as Short-Term Rentals.

#### Impacts on Existing and Future Hotels:

Short-Term Rentals do compete with the City's existing hotels for overnight guests. The City does allow for an even playing field with the collection of taxes and compliance with the municipal code. If the City did not allow Short-Term Rentals, it is likely the users of Short-Term Rentals would stay in nearby communities rather than stay in a hotel due to the desired amenities of a Short-Term Rental is much different than a traditional hotel.

### **FISCAL IMPACT**

These properties provide approximately \$200,000 in transit occupancy taxes and growing. It is unknown what a change in policy would do to increase or decrease this revenue. The City needs additional staff to adequately manage these units, likely minimizing the revenues gains if the City continues growing its engagement on proactive enforcement.

### **REASON FOR RECOMMENDATION**

Staff is just concluding a significant new effort to regulate short-term rentals in Clovis and this report is to provide an update on the status and overall landscape of the short-term rental market in Clovis. It is recommended staff return after the dataset becomes more robust relative to occupancy rates, revenues, and calls for service as staff engages in compliance with the municipal code to allow for a full assessment and recommended changes to City policies.

### **ACTIONS FOLLOWING APPROVAL**

Staff will return to fulfill any direction provided.

### **CONFLICT OF INTEREST**

None.

Prepared by: Andrew Haussler, Assistant City Manager

Reviewed by: City Manager *JA*



**CITY OF CLOVIS MUNICIPAL CODE**  
**9.58.065 Operating standards for short-term rentals.**

In addition to all other requirements of this chapter, and notwithstanding any contrary provisions in this Code, short-term rentals are subject to the following operational standards:

A. Definitions. The definitions in this subsection shall govern the construction, meaning, and application of the following words and phrases used in this chapter:

1. “Local contact person” shall mean a person designated by an owner or the owner’s agent, who, if designated to act as such, shall be available to respond to notification of a complaint regarding the dwelling, and take remedial action necessary, as required under subsection D of this section. A local contact person may be the owner or the owner’s agent.
2. “Occupant” shall mean any person who is on or in a short-term rental property other than service providers or the owner, whether or not the person stays overnight.
3. “Operator” shall mean the owner or the designated agent of the owner who is responsible for compliance with this section.
4. “Owner” shall mean the person(s) or entity(ies) that holds legal or equitable title to a dwelling. “Owner” includes a lessee.
5. “Short-term rental” shall mean the rental of a dwelling or a portion thereof by the owner to another person or group of persons for occupancy, dwelling, lodging or sleeping purposes for a period of less than thirty (30) consecutive calendar days. The rental of units within City-approved hotels, motels, bed and breakfasts, and time-share projects shall not be considered to be a short-term rental.
6. “Short-term rental unit” shall mean the habitable interior space of a dwelling, or any portion thereof, that is being rented, or is intended to be rented, as a short-term rental to a person or group of persons.

B. The owner of a short-term rental unit shall not be relieved of any personal responsibility or personal liability for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of the subject short-term rental unit, regardless of whether such noncompliance was committed by the owner’s agent, a local contact person or the occupants of the owner’s short-term rental unit.

C. The owner shall ensure that the short-term rental property and short-term rental unit(s) comply with all applicable codes regarding fire, building and safety, health and safety, and all other relevant laws, regulations and ordinances, obtain all permits required, and pay all applicable fees.

D. While a short-term rental unit is rented, the owner or a local contact person shall be available by telephone twenty-four (24) hours per day, seven (7) days per week to respond to complaints regarding the use, condition, operation or conduct of occupants of a short-term rental unit. The owner or a local contact person must be on the premises of the short-term rental at the request of an enforcement officer or the City’s

Police Department within forty-five (45) minutes of contact to satisfactorily correct or take remedial action necessary to resolve any complaint, alleged nuisance or violation of this chapter by occupants occurring at the short-term rental property. Failure of the owner or a local contact person to respond to calls or complaints in a timely and appropriate manner shall be grounds for imposition of penalties as set forth in this chapter and/or Chapter 7 of Title 1.

E. Within ten (10) calendar days following the issuance of a home occupation permit for a short-term rental, the owner shall mail or personally deliver in writing the following information to the owners and occupants of properties contiguous to and directly across the street (or alley or other right-of-way) from the short-term rental property: the name and telephone number of the person, whether the owner or the local contact person, who shall be available twenty-four (24) hours per day, seven (7) days per week to respond to complaints regarding the use, condition, operation or conduct of occupants of a short-term rental unit. Thereafter, within thirty (30) days of the issuance of the permit, the owner shall sign under penalty of perjury, and submit to the Director, a dated written certification that the required mailing or delivery was completed. At any time during the pendency of a home occupation permit for a short-term rental such information changes, the owner shall promptly mail or personally deliver in writing the updated information to maintain accuracy and shall also promptly submit to the Director a signed (under penalty of perjury) and dated written certification that the required mailing or delivery of the updated information was completed.

F. Short-term rental property(ies) and short-term rental unit(s) shall be used only for overnight lodging accommodations. At no time shall a short-term rental unit or short-term rental property be used for activities in excess of the occupancy limits established in subsection H of this section, or for weddings, receptions, parties, commercial functions, advertised conferences, or other similar assemblies that are separate from the purpose of lodging.

G. All advertising appearing in any written publication or on any website that promotes the availability or existence of a short-term rental shall include the City-issued permit number as part of the rental offering. No person shall advertise the use of a dwelling as a short-term rental unless the City has approved a home occupation permit for short-term rental pursuant to this chapter.

Number of Bedrooms	Total Occupants
0-Studio	2
1	4
2	7
3	9
4	11
5	13
6	15
7	17
8	19

H. The owner shall limit occupancy of a short-term rental property to a specific number of occupants. The following table sets forth the maximum number of occupants:

For any dwelling having more than eight (8) bedrooms, the maximum number of occupants shall not exceed nineteen (19) persons. If the home occupation permit for short-term rental limits occupancy to a number less than that shown on the table, the limit in the permit shall govern.

I. Only the habitable interior portions of a dwelling shall be utilized as a short-term rental. No garages, tents, camper trailers, recreational vehicles, or other exterior structures or spaces are permissible as short-term rentals.

J. In any advertising concerning the availability of a dwelling as a short-term rental, the owner or a local contact person shall advertise the maximum number of occupants allowed to occupy the short-term rental.

K. All vehicles of occupants of a short-term rental unit shall be parked only in an approved driveway or garage on the short-term rental property. The maximum number of vehicles allowed on a short-term rental property shall be limited to the number of available off-street parking spaces; however, such property must have a minimum of two (2) off-street parking spaces. The owner shall provide access to the garage of the dwelling if that area has been included in the determination of the number of available off-street parking spaces pursuant to this chapter. In no event shall off-street parking include the use of landscaped areas, any private or public sidewalk, parkway, walkway or alley (or any portion thereof) located on, at or adjacent to the short-term rental property, or the blocking of the driveway or street in front of said property. The term "sidewalk" shall include that portion of a driveway that is delineated for pedestrian travel or is in the public right-of-way.

L. No on-site exterior signs shall be posted advertising the availability of a short-term rental at the short-term rental property.

M. If an enforcement officer has received a complaint concerning a suspected violation of this chapter or of this code or any applicable law, rule, or regulation pertaining to the use or occupancy of a short-term rental unit, or if the enforcement officer has reason to believe that such a violation has occurred, the enforcement officer may notify the owner or the local contact person of the complaint or suspected violation and the notified person shall cooperate in facilitating the investigation and the correction of the suspected violation. Failure of the owner or the local contact person to affirmatively respond to the officer's request within forty-five (45) minutes by reasonably cooperating in facilitating the investigation and the correction of the suspected violation shall be deemed to be a violation of this chapter. Notwithstanding the foregoing, it is not intended that an owner or the local contact person act as a peace officer or place himself or herself in an at-risk situation.

N. No musical instrument, phonograph, loudspeaker, amplified or reproduced sound, or any machine or device for the production or reproduction of any sound shall be used outside or be audible from the outside of a short-term rental unit between the hours of 10:00 p.m. and 9:00 a.m.

O. Occupants shall not engage in outdoor activities on a short-term rental property between the hours of 10:00 p.m. and 9:00 a.m. that involve the use of swimming pools, hot tubs, spas, tennis and paddleboard courts, play equipment and other similar and related improvements. The hours between 10:00 p.m. and 9:00

a.m. are considered to be “quiet time,” where all activities at a short-term rental property shall be conducted inside of a short-term rental unit so that no outdoor activity will disturb the peace and quiet of the neighborhood adjacent to a short-term rental property or cause discomfort or annoyance to any reasonable person of normal sensitivity residing in the area.

P. Trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by the responsible trash hauler, as set forth in Section 6.3.06, which provides for containers to be placed at the curb on the day of pickup and removed by noon the following day. The owner of a short-term rental property shall provide sufficient trash collection containers and service to meet the demand of the occupants. The short-term rental property shall be free of debris both on site and in the adjacent portion of the street.

Q. It is unlawful for any owner, occupant, renter, lessee, person present upon, or person having charge or possession of a short-term rental to make or continue or cause to be made or continued any loud, unnecessary or unusual noise which disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitivity residing in the area, or violates any provision of Chapter 5.27, Article 6.

R. The owner and the local contact person shall ensure that the occupants of a short-term rental unit do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate provisions of this Code or any State law pertaining to noise, disorderly conduct, overcrowding, the consumption of alcohol, or the use of illegal drugs. Owners and local contact persons are expected to take any measures necessary to abate disturbances, including, but not limited to, directing the occupants of a short-term rental unit to cease the disturbing conduct, calling for law enforcement services or enforcement officers, removing the occupant(s), or taking any other action necessary to immediately abate the disturbance.

S. The owner shall post a sign at a conspicuous location within the short-term rental unit advising occupants of all rules and operational standards imposed upon occupants under this section.

T. All short-term rentals shall be subject to the City’s transient occupancy tax, as required by Chapter 3.3, Article 4. The owner shall also maintain at all times a valid Clovis business registration.

U. Short-term rentals shall not exceed one unit per address in any multiple-family complex comprised of two (2) or more residential units. (§ 2, Ord. 17-30, eff. February 7, 2018)



# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
 FROM: Administration  
 DATE: November 12, 2024  
 SUBJECT: Consider Approval - Res. 24-\_\_\_\_, Agreement for Professional Legal Services as City Attorney.

**Staff:** John Holt, City Manager  
**Recommendation:** Approve

ATTACHMENTS: 1. Draft Resolution (and Agreement)  
 2. Correspondence from City Attorney Scott Cross

### RECOMMENDATION

Staff recommend that the City Council approve the Resolution and Agreement (Attachment 1) for professional legal services as City Attorney and authorize the Mayor to execute the agreement.

### EXECUTIVE SUMMARY

The firm of Lozano Smith has provided legal services as City Attorney under contract with the City of Clovis since August 1992. Scott Cross was appointed as City Attorney in 2020. The current agreement ends on December 31, 2024. Lozano Smith is requesting a renewal of the Agreement with the following hourly rates (the currently hourly rate is \$235 per hour):

	01/01/2025	07/01/2025	07/01/2026
Attorneys – General *	\$250 per hour	\$265 per hour	\$285 per hour
Attorneys – Litigation**	\$275 per hour	\$285 per hour	\$305 per hour
Paralegal/Law Clerk	\$130 per hour	\$130 per hour	\$140 per hour

\* General (including criminal code enforcement)

\*\* Litigation/ Arbitration/ Admin hearings/ Proceedings with Outside tribunals – PERB, OSHA, etc. (excluding criminal code enforcement)

Under the proposed agreement, beginning July 1, 2027, and annual each July 1 thereafter, each rate category would increase by 4.0% rounded to the nearest whole dollar. The last renewal was approved in December 2021. Unlike the previous practice of having three-year agreements with

the City and having to renew every three years before expiration, the proposed new agreement does not include a scheduled expiration date. But similar to previous agreements, the City retains the flexibility to terminate the agreement and services at any time upon written notice, and the parties can mutually agree to modify the agreement if desired in the future.

Staff is recommending approval for a variety of reasons including the following:

- 1) The institutional knowledge of City operations and history Lozano-Smith brings to the table.
- 2) Recurring training the firm provides including ethical training, management training, and training on new laws as they become effective, etc.
- 3) Proposed hourly rates are substantially below what other firms are charging for municipal clients as well as other non-municipal public agency clients.
- 4) Lozano Smith is a full-service firm able to handle most of the City's legal service needs, including litigation.
- 5) Due to the broad range of municipal expertise Lozano Smith has, the City rarely needs to contract out for specialized legal services where the rates can be significantly higher.

### **BACKGROUND**

The firm of Lozano Smith has provided legal services as City Attorney under contract with the City of Clovis since August 1992. Scott Cross was appointed as City Attorney beginning in 2020 after having served as Assistant City Attorney for years. Lozano Smith is requesting a renewal of the Agreement for city attorney legal services.

### **FISCAL IMPACT**

The current billable hourly rate is \$235 per hour. Lozano Smith is requesting a renewal of the Agreement, increasing the attorney's hourly rate as described in the table above and attached. This contract amendment will result in approximately a 6.4% increase for the remainder of the 2024/25 fiscal year, and approximately a 7.5% increase for the 2025/26 fiscal year. The proposed agreement calls for a 4% annual increase beginning on July 1, 2027. The City Attorney budget has averaged approximately \$950,000 for the past two fiscal years. The cost increase for the remainder of the current fiscal year equates to approximately \$30,000, and approximately \$70,000 increase in 2025/26 fiscal year, and approximately \$40,000 per year after, based on the proposed 4% annual increase effective July 1, 2027.

### **REASON FOR RECOMMENDATION**

The requested amendment is reasonable. The City currently pays from \$300.00 per hour to \$600.00 per hour for special legal counsel outside of the City Attorney's contract for work such as worker's compensation defense, insurance defense, water law, toxic tort law, and pension/retirement law.

The general performance and conduct of business by the City Attorney and the firm have been accomplished in a timely and cost-effective manner. More expensive specialized legal services outside the City Attorney's contract have been used very sparingly and are supervised by the City Attorney. Business conduct has been straightforward with the City's best interests considered and presented. Our experience has been that all business has been accomplished in a competent and ethical manner and is well respected in the legal community.

**ACTIONS FOLLOWING APPROVAL**

If approved, staff will proceed with execution and filing of the Agreement and the City Manager will provide administration and performance review of the City Attorney services and any other action as directed by the City Council.

**CONFLICT OF INTEREST**

None.

Prepared by: John Holt, City Manager

Reviewed by: City Manager *JH*

**RESOLUTION 24-**

**RESOLUTION OF THE CITY COUNCIL APPROVING THE AGREEMENT FOR PROFESSIONAL LEGAL SERVICES AS CITY ATTORNEY**

**WHEREAS**, the City Council of the City of Clovis has determined that it is necessary for the efficient operation of the affairs of the City to appoint a City Attorney; and

**WHEREAS**, the City Council entered into agreement effective on August 1, 1992, with the firm of Lozano Smith, a professional corporation, to provide professional legal services as City Attorney; and

**WHEREAS**, the City Attorney has provided legal services to the City of Clovis for more than 32 years pursuant to the terms of the original agreement entered into on August 1, 1992, as renewed from time to time, and after this passage of time, City Attorney and City of Clovis have determined that it is necessary and desirable to make certain changes to the existing agreement.

**NOW THEREFORE BE IT RESOLVED**, that the City of Clovis hereby resolves, determines, and orders that Attachment A, "Agreement for Professional Legal Services as City Attorney," be approved and that the Mayor shall be authorized to execute such agreement to become effective on January 1, 2025.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 12, 2024, by the following vote to wit:

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

Dated: November 12, 2024

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**Attachment 1**





**AGREEMENT FOR  
PROFESSIONAL LEGAL SERVICES  
AS CITY ATTORNEY**

THIS AGREEMENT is made and entered into, effective January 1, 2025, between the CITY OF CLOVIS, a municipal corporation (hereinafter referred to as “City”) and LOZANO SMITH, a limited liability partnership (hereinafter referred to as “Attorney”). The term “City” shall also include all boards, commissions, and other bodies of the City.

1. SCOPE OF WORK AND DUTIES

The City Council appoints Scott G. Cross as City Attorney and hires Lozano Smith as its City Attorney to render such legal services as are customarily rendered by a City Attorney, including attending meetings of the City Council, Planning Commission, and other boards and bodies of the City, and its affiliated agencies, as directed by the City. Representation shall include, but not necessarily be limited to, drafting and reviewing ordinances, resolutions and City agreements, and consulting with or advising City staff on legal issues that arise within their areas of operation, and generally advising the City Council and City staff concerning the legal affairs of the City.

Attorney, as a full-service law firm, is prepared to, and will, provide representation to City in all of its legal affairs, including, but not limited to, municipal law, tort defense, labor representation, criminal prosecution, finance, franchising, contract representation and other matters, except where conflicts exist or where the City Council may otherwise direct. Attorney shall represent the City in initiating and defending all litigation unless otherwise directed by the City Council.

All of these duties shall be performed, as directed by the City Council, and Attorney will keep the City Council and the City Manager informed as to the progress and status of all pending matters. All legal services can be authorized only by the City Council or the City Manager. Attorney will manage and control the delivery of legal services in a competent, professional, and cost-effective manner. Where appropriate, Attorney may from time to time recommend the use of special counsel. In that event, Attorney shall coordinate the work of special counsel. Notwithstanding the foregoing, it is expressly understood that Attorney shall not be responsible for any pending litigation matter(s) until Attorney has specifically appeared in the matter as attorneys of record on behalf of City.

The scope of work and duties under this Agreement shall not include representation of the City as Bond Counsel. In the event City desires that Attorney act as Bond Counsel, and Attorney so agrees, City and Attorney shall enter into a separate Bond Counsel Agreement setting forth Attorney’s duties and compensation for such Bond Counsel services. City and Attorney may agree that such compensation shall be on a contingent fee basis.

**ATTACHMENT A**

2. CITY DUTIES

City agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for Attorney to effectively render its professional services under this Agreement. City further agrees to abide by this Agreement, and to pay in a timely manner for Attorney's bills for fees, costs, and expenses.

3. LEGAL FEES, BILLING PRACTICES, AND PERSONNEL

City shall compensate Attorney for legal services provided within the scope of work and duties as set forth in the Professional Rate Schedule attached hereto as Exhibit A and incorporated herein by reference.

In addition to paying legal fees, City shall reimburse Attorney for customary and reasonable costs and expenses incurred by Attorney in the course of providing legal services to City. Costs will include, but are not limited to, all third party expenses, duplicating, long distance telephone, postage charges, delivery charges, computerized legal research, facsimile charges, and filing fees. Attorney shall not, however, charge City for travel time and mileage to and from its offices to City for regular meetings with City Council or staff.

Attorney shall render to City a statement for fees for services and costs incurred every calendar month. City shall pay Attorney's statement within thirty (30) days after issuance of each statement. Each statement shall clearly indicate the basis of the fees, including the working attorney, hours worked, hourly rate (or flat meeting rate) and a brief description of the work performed, and a description of costs charged.

The City Attorney will exercise discretion to use whichever attorneys, paralegals and staff that he determines best suited to the rendering of legal services in a competent and economically efficient manner.

4. THIRD PARTY COSTS AND EXPENSES

Attorney may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). Upon advance City Manager approval and proper documentation, City shall pay directly or reimburse Attorney for directly incurred out-of-pocket disbursements, costs, and expenses of providing said services.

5. INDEPENDENT CONTRACTOR/LAWFUL PERFORMANCE

Attorney shall perform all legal services required under this Agreement as an independent contractor. Attorney shall fully comply with the provisions of law regarding performance of this Agreement, including but not limited to, laws regarding licensure, professional canons of ethics and conflict of interest statutes, rules and regulations. Attorney must certify and comply with the following: (1) that Attorney has no ethical or legal conflicts which would in general disqualify Attorney from representing the City; (2) that Attorney will refrain from initiating any legal action against City (or their respective officers, agents and employees in their official capacity as such) by way of complaint or cross-complaint during the term of this Agreement or any services rendered pursuant thereto, whichever later occurs; and (3) that Attorney will promptly disclose upon knowledge or discovery of any specific facts which would or could potentially disqualify Attorney from representing City pursuant to this Agreement.

6. HOLD HARMLESS

Attorney agrees to protect indemnify and save harmless against all claims, demands and causes of action by Attorney’s employees or third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by Attorney hereunder and resulting from the negligent acts or omissions of Attorney, Attorney’s agents, employees or subcontractors.

7. INSURANCE

Attorney shall procure and maintain, at his sole cost and expense, comprehensive general liability and property damage insurance, including automobile and excess liability insurance, and professional liability insurance against all claims for injuries against persons or damages to property resulting from Attorney’s negligent acts or omissions rising out of or related to Attorney’s performance under this Agreement. The minimum amount of such insurance shall be \$1,000,000. Attorney shall also carry Workers’ Compensation Insurance in accordance with applicable laws of the State of California. Such coverage shall be maintained in effect during the term of this Agreement and shall not be subject to reduction in coverage below the limits established, nor shall the insurance be canceled or terminated without thirty (30) days, prior written notice to the City. A certificate evidencing the foregoing, and naming the City as an additional insured, shall be delivered to and approved by the City prior to commencement of services pursuant to this Agreement.

8. TERM, DISCHARGE, AND WITHDRAWAL

This Agreement shall continue in effect until mutually terminated in writing by both parties or terminated by either party as follows. City may discharge Attorney at any time upon written notice to Attorney. Attorney may withdraw from City’s representation at any time, to the extent permitted by law, and the rules of Professional Conduct, upon at least thirty (30) days written notice to City. Upon notice of discharge or withdrawal Attorney shall deliver all documents and records of the City to the City and assist to the fullest extent possible in the orderly transition of all pending matters to City’s new counsel.

9. NOTICE

Any notice required by law or by this Agreement shall be deemed delivered upon personal delivery or when deposited in the United States Mail, postage prepaid, and addressed as described below or to any subsequently noticed change or address, whichever applies:

City Council  
CITY OF CLOVIS  
Attn: City Manager  
1033 Fifth Street  
Clovis, CA 93612

Scott G. Cross, Esq.  
LOZANO SMITH  
7404 North Spalding Avenue  
Fresno, CA 93720

10. EFFECTIVE DATE

This Agreement shall be effective January 1, 2025.

11. ASSIGNMENT

This Agreement shall not be assigned by Attorney without prior written consent of the City.

12. CONSENT TO ELECTRONIC COMMUNICATIONS

In order to maximize efficiency, Attorney intends to use technology to facilitate its representation of City. Such technology may include, but is not limited to, email, document transfers by computer, cellular telephones, and use of mobile computing devices. The use of such technology may place City confidences and privileges at risk. While Attorney has reasonable safeguards in place to guard against any breach of confidentiality, Attorney cannot guarantee that such information will not be accessed by persons not entitled to access such information and there is a risk of accidental disclosure. Knowing the foregoing, City nevertheless consents to the use of technology.

13. SUPERSESION

This Agreement supersedes any and all prior agreements or amendments thereto entered into for City Attorney services between City and Attorney.

**CITY**

**ATTEST:**

CITY OF CLOVIS

By: \_\_\_\_\_  
Lynne Ashbeck, Mayor

By: \_\_\_\_\_  
Briana Parra, City Clerk

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

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

**ATTORNEY**

LOZANO SMITH

By:   
Karen M. Rezendes, Managing Partner

Date: October 30, 2024



**Exhibit A**

PROFESSIONAL RATE SCHEDULE  
FOR CITY OF CLOVIS

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

	01/01/2025	07/01/2025	07/01/2026
Attorneys – General *	\$250 per hour	\$265 per hour	\$285 per hour
Attorneys – Litigation**	\$275 per hour	\$285 per hour	\$305 per hour
Paralegal/Law Clerk	\$130 per hour	\$130 per hour	\$140 per hour

\* General (including criminal code enforcement)

\*\* Litigation/ Arbitration/ Admin hearings/ Proceedings with Outside tribunals – PERB, OSHA, etc. (excluding criminal code enforcement)

**Beginning 07/01/2027 and annually each July 1 thereafter** each rate category shall increase by 4.0% rounded to the nearest whole dollar.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of professional staff time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

Andy J. Garcia  
Executive Director

E-mail: [agarcia@lozanosmith.com](mailto:agarcia@lozanosmith.com)

October 30, 2024

**By U.S. Mail & E-Mail: [johnh@clovisca.gov](mailto:johnh@clovisca.gov)**

John Holt, City Manager  
City of Clovis  
1033 Fifth Street  
Clovis, CA 93612

RE: City Attorney Legal Services Agreement Renewal

Dear John:

It is time to renew the City Attorney agreement for legal services as the current agreement between Lozano Smith and the City expires on December 31, 2024.

Enclosed is a proposed agreement that will allow the City to continue receiving the same quality legal services from the same general municipal practitioners with decades of experience and institutional knowledge of the City of Clovis.

Unlike our previous practice of having three year agreements with the City and having to renew every three years before expiration, the proposed new agreement does not include a scheduled expiration date. But similar to previous agreements, the City retains the flexibility to terminate the agreement and our services at any time upon written notice.

The new agreement includes a modest increase to our hourly rates for services as reflected in the Rate Schedule attached as Exhibit A to the enclosed Agreement. The Rate Schedule includes the rate for attorneys for “General” services and a slightly higher rate for “Litigation” services over the next two years, followed by a modest 4.0% scheduled annual rate increase each July 1 beginning on July 1, 2027 to align with the City’s fiscal year. We think this agreement structure will simplify administration of this agreement and the continuity of legal services for both parties, and help the City with annual legal service budget planning and forecasting.

As you can understand, this modest increase is necessary to address the increasing cost of doing business in California. Unfortunately, the legal services industry and Lozano Smith is not immune from the increased costs of labor, insurance, supplies, equipment, and regulatory compliance. Even with the increases, the rates for Clovis will remain below our rates for new municipal clients and other public agency clients. Additionally, as you know, Lozano Smith is a full service public agency law firm able to handle all of the City’s legal service needs, including

**ATTACHMENT 2**

*Limited Liability Partnership*



John Holt, City Manager  
City of Clovis  
October 30, 2024  
Page 2

general governance, litigation, tax measures, complex land use and housing/development issues, and municipal finance issues. Because of the range and depth of municipal expertise at Lozano Smith, the City has rarely needed to retain outside counsel at much higher rates to handle specialized or complex matters. Our litigation attorneys, many with 20+ years of experience, have represented the City well and will continue to do so at the reasonable proposed litigation rates.

We value our more than 30 year relationship with the City of Clovis, and look forward to continuing that relationship.

Enclosed is the agreement for legal services beginning January 1, 2025. Please present this letter and the new agreement to the City Council for consideration and approval at a City Council meeting in November or December.

As always, we appreciate and welcome the opportunity to continue to serve the City of Clovis.

Please contact me with any questions regarding the proposed new agreement.

Sincerely,

LOZANO SMITH



Andy J. Garcia  
Executive Director

AJG/em

Enclosure



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: November 12, 2024

SUBJECT: Consider Re-Appointment – Fresno County Transportation Authority Urban at Large Board Member, with a term ending October 10, 2026.

**Staff:** John Holt, City Manager

**Recommendation:** Consider Re-Appointment

ATTACHMENTS: 1. Sarah Harris Resume

### RECOMMENDATION

It is recommended for the Mayor, subject to approval by the City Councils of both City of Clovis and City of Fresno, to re-appoint Sarah Harris for the Fresno County Transportation Authority Urban at Large Board Member.

### EXECUTIVE SUMMARY

The Fresno County Transportation Authority (FCTA) has reached out to the City of Clovis and the City of Fresno regarding re-appointment of Sarah Harris as a board member for the FCTA. The FCTA Board is made up of nine (9) members. One of which is "...one member appointed jointly by the city councils of Fresno and Clovis with the appointee residing within the incorporated area of Fresno or Clovis."

On October 10, 2024, the City of Fresno re-appointed Sarah Harris to the FCTA Board. Ms. Harris expressed interest in continuing her role on the board, where she has served for the past two years. Previously, she contributed to the Measure C Renewal Executive Committee, collaborating with elected officials from both Fresno and Clovis.

### BACKGROUND

From the legislative code from the enabling legislation for the FCTA Board:

142051. The authority shall consist of nine members selected as follows:

- (a) Two members of the board of supervisors appointed by the board, consisting of one member from rural district 1, 4, or 5 and one member from urban district 2 or 3.



- (b) Two members representing the City of Fresno, consisting of the mayor thereof and a member of the city council of that city appointed by the city council.
- (c) One member representing the City of Clovis appointed by the city council of that city.
- (d) Two members representing the other cities within the county, consisting of one Westside member appointed by a committee comprised of the mayor or each of those cities west of State Highway Route 99, and one eastside member appointed by a committee comprised of the mayors of each of those cities east of State Highway Route 99.
- (e) Two members of the public at large, consisting of one member appointed by the board of supervisors with the appointee residing outside of the incorporated areas of Fresno and Clovis, *and one member appointed jointly by the city councils of Fresno and Clovis with the appointee residing within the incorporated area of Fresno or Clovis.*

**FISCAL IMPACT**

None.

**REASON FOR RECOMMENDATION**

This is one of the positions that requires both the City of Fresno and City of Clovis to agree on the appointment and have it approved during a City Council meeting. The City of Fresno has approved the re-appointment during their October 10, 2024, City Council meeting.

**ACTIONS FOLLOWING APPROVAL**

Staff will inform the appointed FCTA and nominated Urban At Large Board Member of the action taken by the Clovis City Council.

**CONFLICT OF INTEREST**

None.

Prepared by: Rebecca Simonian, Executive Assistant

Reviewed by: City Manager *RS*

# SARAH HARRIS

Fresno, CA 93722

## OBJECTIVE

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To be a part of organizations that empower the independence and self-determination of people with disabilities. To use my leadership skills and standards to make a difference in the disability community by motivating others to think outside the box through advocacy and uncommon conversations that invoke change, promote resolution, and standardize quality. To be a leader that acknowledges the dynamic strengths and talents of others regularly and publicly to uplift, encourage, and validate their contributions and opinions.

## SKILLS

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- Leadership
- Emotional Intelligence
- Project Management
- Networking
- Advocacy
- Creativity
- Program Development and Sustainability
- Performance Tracking and Evaluations
- Administration and Reporting
- Time Management
- Project Coordination and Management
- Transparency
- Usability and Accessibility
- Public Speaking
- Person Centered Planning
- Youth Transition
- Advocate

## WORK HISTORY

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08/2021 to Current **Director of Programs**

**Resources for Independence Central Valley, (RICV) – Fresno, CA**

- Responsible for leading a team of 15-20 staff, interns, and volunteers.
- Oversee Assistive Technology, Systems Change/Community Organizing, Community Outreach, Youth Empowerment Services, Heads Up Traumatic Brain Injury Program, and Distinct Grants. ,
- Creation, expansion, and sustainability of programs and services
- Process and Submit grant reports

- Front facing Community Representation
- Organize advocacy efforts
- Database entry and management
- Grant Writing and Budget Development and Administration
- Develop and facilitate workshops and staff activities
- Maintain and develop community partnerships and relationships

11/2019 to Current **CEO**

**Crazy Blind Lady Consulting** – Fresno, CA

- Website, digital material accessibility, and usability testing
- Website and digital material content review

07/2017 to Current **Officer: First Vice-President**

**California Council of the Blind, Statewide Organization** – Sacramento, CA

- July 2017-June 2019: Board Member; Support CCB mission and initiatives, attend monthly meetings, oversee projects and funds and development, on the convention planning (CO-chair), bylaws, resolutions (co-chair), and publications committees
- July 2019-June 2020: Second Vice-President
- July 2020- Current: First Vice-President

01/2017 to Current **Member**

**California Council of the Blind Fresno Chapter** – Fresno, CA

2023 Secretary

2017-2022 President

- Organize and chair monthly meetings
- Manage 3 officers
- Maintain relationships with City of Fresno officials and staff and local legislative representatives
- Fundraising
- Oversee and create chapter projects and initiatives

10/2017 to 08/2021 **Program Manager/Youth Empowerment Specialist**

**Resources for Independence Central Valley** – Fresno, CA

- Promoted to Program Manager 11/2018
- Provide direct service for Youth with Disabilities ages 14-25
- Create and present workshops to High Schools and Adult Transition Programs

- Create and facilitate seasonal workshops including month long Summer Programs.
- Data entry/ service notes
- Collaborate with community partners
- Organize annual Self-Advocacy Conference
- Oversee Youth Peer Group
- Create and expand programming

06/2017 to 09/2017 **Assistive Technology Advocate**

**Resources For Independence Central Valley – Fresno, CA**

- AT training including screen readers, iPhone accessibility, and other AT technology being offered
- Research on new technology and grant opportunities

09/2014 to 01/2017 **Board Member and Volunteer**

**Valley Center for the Blind – Fresno, CA**

2015-2017 Board Secretary

- Fundraising
- Restructuring of board policies and procedures
- Procurement of new office building location
- Created and facilitated the Creative Recreation Program; included Health and Wellness, Recreational, and educational activities for people who are blind or have low vision

**EDUCATION AND CERTIFICATIONS** \_\_\_\_\_

- |         |   |
|---------|---|
| 07/2022 | <b>ADA Coordinator, (ADAC) Certification, University of Missouri-July 2022</b><br><b>Fresno City College - Fresno, CA</b> |
| 1998    | <b>High School Diploma</b><br><b>Fresno High School - Fresno, CA</b>  |

**AFFILIATIONS** \_\_\_\_\_

- November 2023-Present Accessible Transportation, (ATRC) Steering Committee
- October 2023-present Valley Center for the Blind, Board President
- November 2022 Valley Center for the Blind, Board Member

February 2023-present Blind Advisory Committee, Chair  
 August 2022-Present AFB Blind Leaders Development Program and Alumni  
 October 2022 Fresno County Transportation Authority Urban Member at Large  
 July 2022: Holman Prize for Blind Ambition Distinguished Judge SF Lighthouse  
 July 2021-May 2022: Measure C Executive Committee  
 November 2020-present : Blind Advisory Committee  
 August 2016-Current: City of Fresno Disability Advisory Commission  
 Transportation Sub-Committee  
 March 2019-Current: Fresno County Voters Accessibility Advisory Committee

## **AWARDS AND RECOGNITION**

Leadership Fresno, Fresno Forward, 2023-2024  
 Mental Health Capacity Building Training & Certification, 2023  
 San Joaquin Political Academy, Fresno Chamber, 2023  
 AFB Blind Leaders Development Program 3<sup>rd</sup> Cohort, 2022  
 Community Service Award, CCB, 2022  
 First Aid & CPR Certification, Red Cross, 2022  
 Mental Health First Aid Certification, 2022  
 Disability Advisory Commission Advocacy Award, City of Fresno, 2021  
 Community Leadership Academy, Resources for Independence Central Valley, 2015  
 Chapter of the Year, California Council of the Blind, 2016 and 2021  
 ACB JP Morgan Chase Leadership Fellow, 2017  
 Project Athena Foundation, Athena, 2017